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| Z2019-025 - Consider a request for the approval of an ordinance for a text amendment amending the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code [Ordinance No. 04-38] for the purpose of allowing the Rental, Sales, and Service of Heavy Machinery and Equipment land use by Specific Use Permit (SUP) in the Commercial (C) District, and take any action necessary. (2nd Reading) | |
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ROCKWALL CITY COUNCIL SPECIAL MEETING

Thursday, December 26, 2019 - 6:00 PM

City Hall – 385 S. Goliad St., Rockwall, TX 75087

I. CALL PUBLIC MEETING TO ORDER

II. OPEN FORUM

III. CONSENT AGENDA ITEMS

p.4 1. Consider approval of the minutes from the December 16, 2019 regular city council meeting, and take any action necessary.

p.11 2. **Z2019-025** - Consider a request for the approval of an **ordinance** for a text amendment amending the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code [Ordinance No. 04-38] for the purpose of allowing the Rental, Sales, and Service of Heavy Machinery and Equipment land use by Specific Use Permit (SUP) in the Commercial (C) District, and take any action necessary.
(2nd Reading)

p.15 3. Consider subcommittee recommendation for Hotel Occupancy Tax funding grant for the 2020 Texas Juvenile Chief's Summit in the amount of \$30,000 and take any action necessary.

IV. PUBLIC HEARING ITEMS

p.83 1. **A2019-001** - Hold a public hearing to discuss and consider commencing annexation proceedings by petition per Chapter 43, Subchapter C-4 of the Texas Local Government Code for a 41.49-acre tract of land situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), and generally located on the north side of Cornelius Road west of the intersection of Cornelius Road and Stodghill Road [FM-3549], and take any action necessary.

V. EXECUTIVE SESSION

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

1. Discussion regarding possible purchase/acquisition of real property for park land in the north portion of the city, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).

VI. RECONVENE PUBLIC MEETING & TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION

VII. ADJOURNMENT

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

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

I, Kristy Cole, City Secretary for the City of Rockwall, Texas, do hereby certify that this Agenda was posted at City Hall, in a place readily accessible to the general public at all times, on the 23rd day of December, 2019 at 4:00 p.m. and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.



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

Date Removed

MINUTES

ROCKWALL CITY COUNCIL REGULAR MEETING

Monday, December 16, 2019 - 5:00 PM

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

I. CALL PUBLIC MEETING TO ORDER

Mayor Pruitt called the public meeting to order at 5:00 p.m. Present were Mayor Jim Pruitt, Mayor Pro Tem Dana Macalik and Council Members Patrick Trowbridge, John Hohenshelt, Kevin Fowler, Bennie Daniels and Trace Johannesen. Also present were City Manager Rick Crowley, Assistant City Managers Mary Smith and Joey Boyd and City Attorney Frank Garza. Mayor Pruitt read the discussion items below into the record before recessing the public meeting to go into Executive Session at 5:01 p.m.

II. EXECUTIVE SESSION.

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

1. Discussion regarding Facilities Agreement litigation pursuant to Section 551.071 (Consultation with Attorney)
2. Discussion regarding Breezy Hill Road pursuant to Section § 551.071 (Consultation with Attorney)
3. Discussion regarding possible purchase/acquisition of real property for park land in the north portion of the city, pursuant to Section §551.072 (Real Property) and Section §551.071 (Consultation with Attorney).
4. Discussion regarding the appeal to the Public Utility Commission filed by the cities of Garland, Mesquite, Plano and Richardson against the North Texas Municipal Water District (NTMWD) regarding water rates pursuant to Section §551.071 (Consultation with Attorney)

III. ADJOURN EXECUTIVE SESSION

Council adjourned from Executive Session at 5:52 p.m.

RECONVENE PUBLIC MEETING (6:00 P.M.)

Mayor Pruitt reconvened the public meeting at 6:00 p.m. with 6 of the 7 council members being present (Johannesen stepped out of the meeting and was absent for its entirety).

IV. INVOCATION AND PLEDGE OF ALLEGIANCE – COUNCILMEMBER HOHENSHELT

Councilman Hohenshelt delivered the invocation and led the Pledge of Allegiance.

V. OPEN FORUM

Kristin and David Bota

35 **840 Lazy Brooke Drive**
36 **Rockwall, TX 75087**
37

38 **Mr. and Mrs. Bota came forth and expressed concern about commercial utilization of drones, especially**
39 **flying over residential neighborhoods. She wanted to encourage the City Council to consider enacting**
40 **an ordinance to regulate their use within the City of Rockwall. She generally expressed her belief that**
41 **footage obtained by drones is intrusive to personal privacy and can pose a safety risk to those residents**
42 **who are videoed (i.e. break ins, robberies, etc.).**
43

44 **Following Mrs. Bota's comments, Bob Wacker (lives on Featherstone) came forth and provided follow-**
45 **up comments pertaining to drones. He then briefly spoke about the last plat associated with Stone**
46 **Creek Estates. He thanked the staff and Council for its work on this development and wished everyone**
47 **a Merry Christmas.**
48

49 **VI. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION**

50 **Mayor Pro Tem Macalik moved to approve a reciprocal development agreement between the City of**
51 **Rockwall and the following parties: Cory Knowlton, Charles W. Sinks and Sandra Sinks. Councilmember**
52 **Trowbridge seconded the motion, which passed by a vote of 6 ayes with 1 absent (Johannesen).**

53 **VII. CONSENT AGENDA**

- 54 **1.** Consider approval of the minutes from the December 2, 2019 regular city council meeting,
55 and take any action necessary.
- 56 **2.** Consider approval the professional engineering services contract for Birkhoff, Hendricks &
57 Carter, L.L.P. to perform the engineering design services for the Buffalo Creek Tributary 1
58 Sanitary Sewer Interceptor Capacity Improvements Project in an amount not to exceed
59 \$164,780., to be funded by Sanitary Sewer Bonds, and take any action necessary.
- 60 **3.** Consider authorizing the City Manager to execute an interlocal agreement with Rockwall
61 County regarding Municipal Judge Services for upcoming "No Refusal Weekends," and take
62 any action necessary.
- 63 **4.** Consider authorizing the City Manager to execute an agreement with MHS Planning & Design,
64 LLC to update the Parks, Recreation & Open Space Master Plan for 2020-2030 in amount of
65 \$38,150 to be funded by Recreation Development Fund reserves, and take any action
66 necessary.
- 67 **5. P2019-045 -** Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John
68 Arnold of BH Phase 10, LTD for the approval of a final plat for Stone Creek, Phase X containing
69 118 single-family residential lots on a 36.428-acre tract of land identified as a portion of Tract
70 3 of the S. King Survey, Abstract No. 131, City of Rockwall, Rockwall County, Texas, zoned

Planned Development District 70 (PD-70) for Single Family-10 (SF-10) District land uses, located at the southwest corner of John King Boulevard and Featherstone Drive, and take any action necessary.

- 6. P2019-046** - Consider a request by Chase Finch of Corwin Engineering, Inc. on behalf of John Arnold of BH Phase 11, LTD for the approval of a final plat for the Breezy Hill, Phase XI containing 78 single-family lots on a 23.849-acre tract of land identified as a portion of Tract 7 and all of Tract 7-06 of the J. Strickland Survey, Abstract No. 187, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 74 (PD-74) for Single-Family 10 (SF-10) District land uses, generally located adjacent to Breezy Hill Road north of the intersection of Breezy Hill Road and FM-552, and take any action necessary.

Regarding the Consent Agenda, Councilmember Trowbridge moved to approve all items, as presented (#s 1, 2, 3, 4, 5, and 6). Mayor Pro Tem Macalik seconded the motion, which passed by a vote of 6 ayes with 1 absence (Johannesen).

VIII. PUBLIC HEARING ITEMS

- 1. Z2019-025** - Hold a public hearing to discuss and consider a request for the approval of an ordinance for a text amendment amending the Permissible Use Charts contained in Article IV, Permissible Uses, of the Unified Development Code [Ordinance No. 04-38] for the purpose of allowing the Rental, Sales, and Service of Heavy Machinery and Equipment land use by Specific Use Permit (SUP) in the Commercial (C) District, and take any action necessary. **(1st Reading)**

Planning Director Ryan Miller provided background information pertaining to this agenda item. He explained that this text amendment is in response to a request that was previously made to Council by a representative of Home Depot. Staff has made the amendment and is proposing some land use standards and regulations that Council may wish to consider as part of this proposed text amendment. This issue was taken before the Planning & Zoning Commission, and the Commission has recommended approval by a vote of 6-0. Proper public notice has been given as well regarding this public hearing.

Mayor Pruitt opened the public hearing, asking if anyone would like to come forth and speak at this time. There being no one indicating such, he then closed the Public Hearing. Councilmember Hohenshelt moved to approve Z2019-025. Councilman Daniels seconded the motion. The ordinance was read as follows:

CITY OF ROCKWALL ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE IV,

PERMISSIBLE USES, OF THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38], PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed by a vote of 6 ayes with 1 absence (Johannesen).

IX. ACTION ITEMS

- 1. Discuss and consider adoption of a resolution setting solid waste collection rates, and take any action necessary**

Mr. Bernas came forth and shared that, per the contract, there is a 3% cost of living increase annually. It was explained that, per the City Charter, the Council must fix the garbage rates by resolution. Following brief discussion, Councilmember Fowler moved to comply with the contract by adopting the proposed resolution setting the solid waste collection rates. Councilmember Trowbridge seconded the motion. One, small needed change to the resolution was pointed out. The motion to approve the resolution with the small correction being made then passed by a vote of 6 ayes with 1 absence (Johannesen).

- 2. Discuss and consider an update regarding the Complete Count Committee for the U.S. 2020 Census and take any action necessary.**

Councilman Daniels explained that this is a voluntary committee made up of representatives throughout the county and from the County itself. This committee has met two times so far. The purpose of the committee is to decrease the undercount of the census within Rockwall County. The objective is to have as complete a count as possible. Historically, we have had pretty good compliance; however, there is a certain tract of land that has traditionally been undercounted in each census. He explained that, in general, the undercounted area is in and around the Lake Rockwall Estates subdivision. The number one reason for undercounts is distrust of the government. He went on to explain that those who perform the Census are sworn to a strict, lifetime confidentiality Oath. He stressed that the Census is directly associated with Congressional representation, and that is very important to the State of Texas at the Federal government level. Last, the Census is very important because many Federal grants are given out based on population, and we want to be sure we get our fair share of those grant monies. He pointed out that jobs are available, part time, this summer for those who might be interested in working on the Census count.

Mr. Boyd, Assistant City Manager, provided follow up comments after Councilman Daniels spoke, sharing some of the upcoming expectations as far as 'next steps' associated with the Census. April 1 is Census Day, and the counts will be presented to the President of the U.S. on or before Dec. 31, 2020.

People will be able to participate in the Census by the internet, by phone, at a Census center, or in person (with a Census rep. showing up at one's door).

Council took no action pertaining to this agenda item.

- 151 **3.** Discuss and consider an update regarding the South Lakeshore/Summit Ridge reconstruction
152 project, and take any action necessary.

153 **Mayor Pruitt shared that this is the largest bond project to date, and we are 10 months into a 2 year**
154 **long project. He explained that his neighbors recently met; however, they did not invite him to the**
155 **meeting. The mayor explained that staff has met with him and provided him with the huge contracts**
156 **associated with this bond project, and he has reviewed those. He shared that some residents have**
157 **concerns that there are many days when it appears as though no construction work is taking place, or**
158 **very little work and progress is being made. He believes that two years is a very long time for a**
159 **neighborhood to be torn up. He believes that the city needs a better way of communicating with**
160 **residents about what is going on with the progress of construction. Also, he believes that city**
161 **notifications should be expanded beyond those who only live in that immediate area. He shared that**
162 **the contractor is responsible for ensuring the roadways are passable and that potholes stay filled. The**
163 **contractor is required to clean up the job sites every day (i.e. after it rains). He would like to see the**
164 **City limit a project like this to about a year (rather than 2 years). Also, he thinks that incentives should**
165 **be built into the contract to encourage contractors to finish the job(s) just as soon as possible.**
166 **Discussion took place related to a subcontractor of the general contractor who was negligent and**
167 **accidentally damaged the bridge deck by cutting through it. The bridge repair should take place**
168 **sometime after the first of the year.**

169 **Council took no action pertaining to this agenda item.**

- 170 **4.** Discuss and consider (re)appointments to the city's Historic Preservation Advisory Board and
171 Main Street Advisory Board, and take any action necessary.

172 **Councilman Trowbridge explained that our city's Main Street Advisory Board has been pretty solidly in**
173 **place for the last ten years. Now, however, three people are rolling off due to term limits, and there is**
174 **one person who is resigning due to time constraints. He mentioned that candidate Jennifer Hoffman**
175 **needs to get registered to vote and that she is working on that now. So, pending her doing so, he'd like**
176 **to recommend her along with a few other candidates. Mayor Pruitt then moved to appoint the**
177 **following individuals to the city's Main Street Advisory Board: Stacy Fuqua, Craig Stoddart, Geoffrey**
178 **Lyons and Jennifer Hoffman and also appoint Jennifer Hoffman to the Historic Preservation Advisory**
179 **Board. Councilmember Trowbridge seconded the motion, which passed by a vote of 6 ayes with 1**
180 **absence (Johannesen).**

181 **(Note: terms for the four new Main Street Advisory Board members will be from Jan. 2020 thru Jan.**
182 **2022 and the initial (partial) term for Ms. Hoffman on the Historic Preservation Advisory Board will run**
183 **thru Aug. of 2021).**

184 **X. EXECUTIVE SESSION**

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

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CITY OF ROCKWALL

ORDINANCE NO. 19-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING ARTICLE IV, *PERMISSIBLE USES*, OF THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38], PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an amendment to the City of Rockwall's Unified Development Code [Ordinance No. 04-38] has been initiated by the City Council of the City of Rockwall to amend Article IV, *Permissible Uses*, of the Unified Development Code [Ordinance No. 04-38]; and,

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the city's corporate boundaries, and the governing body in the exercise of its legislative discretion, has concluded that the Unified Development Code [Ordinance No. 04-38] and Municipal Code of Ordinances should be amended as follows:

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

SECTION 1. That Article IV, *Permissible Uses*, of the Unified Development Code [Ordinance No. 04-38] of the City of Rockwall, as heretofore amended, be and the same is hereby amended as specifically described in *Exhibit 'A'* of this ordinance;

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

SECTION 3. That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code [Ordinance No. 04-38], and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

SECTION 4. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL,
TEXAS, THIS THE 26TH DAY OF DECEMBER, 2019.**

Jim Pruitt, Mayor

ATTEST:

Kristy Cole, City Secretary

APPROVED AS TO FORM:

Frank J. Garza, City Attorney

1st Reading: December 16, 2019

2nd Reading: December 26, 2019

Exhibit 'A'
Article IV, Permissible Uses

Additions: **Highlighted**
Deletions: **Highlighted, Strikeout**

SECTION 01: LAND USE SCHEDULE

SUBSECTION 01.01: USE OF LAND AND BUILDINGS

| LAND USE SCHEDULE | | LAND USE DEFINITION REFERENCE [Reference Article XIII, Definitions] | CONDITIONAL USE REFERENCE Reference Article IV, Permissible Uses | RESIDENTIAL DISTRICTS | | | | | | | | | | MIXED USE DISTRICTS | NON-RESIDENTIAL DISTRICTS | | | | OVERLAY DISTRICTS | | | | | | |
|--|--|---|---|----------------------------|---|---|---|---------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|---------------------------------|-------------------------------|---------------------------|----------------------------------|------------------------|----------------------------------|-------------------------------------|------------------------------|-------------------------|--------------------------------|--------------------------------|--------------------------------|-------------------------------|--------------------------------|
| | | | | Agricultural (AG) District | Single Family Estate 1.5 (SFE-1.5) District | Single Family Estate 2.0 (SFE-2.0) District | Single Family Estate 4.0 (SFE-4.0) District | Single Family 1 (SF-1) District | Single Family 16 (SF-16) District | Single Family 10 (SF-10) District | Single Family 8.4 (SF-8.4) District | Single Family 7 (SF-7) District | Zero Lot-Line (ZL-5) District | Two-Family (2F) District | Multi-Family 14 (MF-14) District | Downtown (DT) District | Residential Office (RO) District | Neighborhood Services (NS) District | General Retail (GR) District | Commercial (C) District | Heavy Commercial (HC) District | Light Industrial (LI) District | Heavy Industrial (HI) District | Scenic Overlay (SOV) District | SH-66 Overlay (SH-66) District |
| LEGEND: | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Land Use <u>NOT</u> Permitted | | | | | | | | | | | | | | | | | | | | | | | | |
| P | Land Use Permitted <i>By-Right</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| P | Land Use Permitted with Conditions | | | | | | | | | | | | | | | | | | | | | | | | |
| S | Land Use Permitted Specific Use Permit (SUP) | | | | | | | | | | | | | | | | | | | | | | | | |
| X | Land Use Prohibited by Overlay District | | | | | | | | | | | | | | | | | | | | | | | | |
| A | Land Use Permitted as an Accessory Use | | | | | | | | | | | | | | | | | | | | | | | | |
| LAND USES | | | | | | | | | | | | | | | | | | | | | | | | | |
| COMMERCIAL AND BUSINESS SERVICES LAND USES | | 2.02(G) | 2.03(G) | | | | | | | | | | | | | | | | | | | | | | |
| Rental, Sales and Service of Heavy Machinery and Equipment | | (10) | (5) | | | | | | | | | | | | | | | | S | P | S | P | | | |

SECTION 2: CONDITIONAL LAND USE STANDARDS AND DEFINITIONS

SUBSECTION 2.03: CONDITIONAL LAND USE STANDARDS.

(G) *Commercial and Business Services Land Uses.*

(5) Rental, Sales, and Service of Heavy Machinery

- In the Commercial (C) District, the *Rental, Sales, and Service of Heavy Machinery* land use is only permitted as an ancillary use to a *General Retail Store* (i.e. a business whose primary purpose is to sell finished goods) by Specific Use Permit (SUP).
- All outside storage of equipment and machinery shall be visibly screened from all adjacent properties utilizing one of the screening alternatives outlined in Subsection 05.02.(A), *Loading Docks and Outside Storage Areas*, of Article VIII, *Landscape and Fence Standards*, of the Unified Development Code (UDC).
- The storage area for equipment and machinery shall not occupy any required parking spaces. Excess parking spaces may be used if all other requirements are met.
- The storage and/or display of equipment and machinery shall be in a stowed position so as to not extend any part of the equipment or machinery in an upward or outward manner.
- The conditions above shall not be construed to permit the outside storage of equipment and machinery for outside display, and does not permit additional outside storage of other materials that are not associated with the *Rental, Sales, and Service of Heavy Machinery* land use.
- Maintenance or service of any equipment and machinery shall not be performed on-site.

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MEMORANDUM

TO: Mayor and Council Members

FROM: Hotel Occupancy Tax Sub-committee Members
Mary Smith, Assistant City Manager

DATE: December 17, 2019

SUBJECT: 2020 Texas Juvenile Chiefs Summit

The City received an application for hotel occupancy taxes for the 2020 Texas Juvenile Chief's Summit to be held at the Hilton Rockwall in February 2020. The summit is attended by Juvenile Probation officials from across Texas from Sunday through mid-day Wednesday. The organization does work on a pretty small budget for the event so they have asked for all expenses not covered by their registration fees - \$32,360 was the request. Last year's event included 175 room nights booked.

Prior to Council action on the above, the Hotel Occupancy Tax budget is as follows:

| | |
|------------------------------|------------------|
| Fund Balance carried forward | \$ 363,500 |
| Budgeted Revenues | 1,009,000 |
| Previously Allocated Funding | <u>(658,870)</u> |
| Projected Fund Balance | \$ 713,630 |

Subcommittee members Kevin Fowler, Bennie Daniels, and Dana Macalik met to discuss the request and are recommending a \$30,000 award from hotel occupancy taxes. Council is asked to consider approving the funding as recommended by the subcommittee.

Application



Hotel Occupancy Tax

Program Year 2020

Application

MUST BE TYPED or PRINTED

DELIVER TO:

City of Rockwall Finance Office
Attn: Lea Ann Ewing
385 S. Goliad St., Rockwall, TX 75087
972-771-7700 lewing@rockwall.com

Organization Name: Northeast Texas Juvenile Chiefs' Association
Name of Event: 2020 Texas Juvenile Chiefs Summit
Date(s) of Event: February 23-26, 2020
Funding Request: \$32,360
Website Address: N/A
Mailing Address: 915 Whitmore Dr., Rockwall, Texas 75087
Physical Address: 915 Whitmore Dr., Rockwall, Texas 75087
Telephone: 972-204-7450 Fax: 972-204-7459

Primary Contact Name: Angie Scalf
(Project Director)
Mailing Address: 915 Whitmore Dr.
Rockwall, Texas 75087
Email Address: ascalf@rockwallcountytexas.com
Telephone: 214-244-2930 Fax: 972-204-7459

Secondary Contact Name: Emily Lane
(President/ Board Chairman) President of Northeast Texas Juvenile Chiefs' Association
Mailing Address: 1120 E. Crawford St.
Palestine, Texas 75801
Email Address: elane@co.anderson.tx.us
Telephone: 903-731-8201 Fax: 903-729-0290

- ▶ COMPLETE AN APPLICATION FOR EACH EVENT/PROGRAM/EXHIBIT REQUESTING FUNDS
- ▶ INCOMPLETE APPLICATIONS WILL NOT BE FORWARDED TO THE COUNCIL SUBCOMMITTEE

1. Mark an "X" next to the category or categories that your organization is requesting funds in the attached budget request.

☒ **Advertising/Tourism** Requested funding amount \$32,360
Conducting solicitation or promotional programs that encourage tourists and delegates to come to the City of Rockwall.

☐ **Arts** Requested funding amount \$
Providing encouragement, promotion, improvement and application of the arts as it relates to the presentation, performance execution or exhibition of the major art forms in the City of Rockwall.

☐ **Historical** Requested funding amount \$
Providing historical restoration, preservation, programs and encouragement to visit preserved historic sites or museums located in the City of Rockwall.

2. Describe the program or event for the upcoming fiscal year (Oct. 1 2019 - Sept. 30, 2020) that you are requesting Hotel Tax funding. What is your event and why are you having it?

The 2020 Texas Juvenile Chiefs Summit will host approximately 150 Juvenile Probation Chiefs/Directors around the state of Texas for professional networking and training. Attendees arrive on Sunday for the registration and Opening Session. Monday, Tuesday and ½ day on Wednesday consists of a total of 16.25 training hours with 9.5 approved management training hours. Training topics include leadership, employment, missing and exploited children, sex trafficking, generational differences, state standards and the monitoring process.

This conference is hosted annually by alternating regions across the state. It is the only conference dedicated solely to Juvenile Probation Chiefs and as such is consistently well attended by Juvenile Justice professionals as well as industry related guest speakers and exhibitors.

3. How does the event/program meet the definition of the categories listed in Item No.1 above (promotion of tourism and the hotel industry in the City of Rockwall)?

The 2020 Texas Juvenile Chiefs Summit promotes tourism and the hotel and convention industry in Rockwall by attracting approximately 150 conference attendees from around the state. The target audience is the Juvenile Probation Director/Chief of every county in Texas. Often, Assistant Directors attend as well as the Executive Director from the Texas Juvenile Justice Department and staff. In addition, we plan to host 17 speakers and approximately 25 vendors, the majority of whom work and reside outside of the Rockwall area.

The convention site is the Hilton Dallas/Rockwall Lakefront at the Harbor. Approximately 135 rooms will be reserved at the Hilton Harbor and 15 rooms at the

Spring Hill Suites. (See Attached Contracts) Area restaurants and a variety of businesses will also directly benefit from the 4 day event. **It is not the intent of the Northeast Texas Juvenile Chiefs' Association to profit from hosting this conference. All revenue will be will be returned to the Hilton or local businesses to enhance the conference.**

This request for funding relates to the following statutory expenditure categories:

#2 Administrative costs for facilitating convention registration (materials)

Registration related expenditures include the cost of registration bags, nametags, lanyards, registration table signage, and miscellaneous paper supplies and printing. The total estimated registration materials expense is \$1,030.00

#3 Advertising, solicitations, and promotions that attract tourists and convention delegate to the City

We will be using a marketing tool called Mailchimp to send out E-blasts to every probation department in the state of Texas, promoting conference details, hotel accommodations and general tourist information related to their stay in Rockwall. The cost of Mailchimp for 3 months is \$29.97

#9. Signage directing the public to sights and attractions frequently visited by hotel guests in the City

We plan to utilize Eventscase, a fully integrated event management software application, which can be designed to include a "Community" feature within the app. This tab will invite conference attendees to explore the Rockwall area by providing easy access to a directory of restaurants, entertainment venues and local businesses, including URL links to their websites, through the user's IOS or Android mobile device. This puts Rockwall's wealth of community resources at the fingertips of every visitor wherever they may travel during their four day stay. The cost of the Eventscase application is \$1489.00

4. **Is the event/program that the organization is requesting Hotel Tax funds held in/on City-owned property?**
Yes Name location: Hilton Dallas/Rockwall Lakefront, at the Harbor
5. **Will your organization provide special event insurance coverage for the event/program if held on City property?**
No Name of Insurance Company: N/A
6. **Provide 3 years attendance history for the above listed programs, activities, exhibits or event described in Item No. 2 above.**

| Event | Year | Event Duration (in Days) | Audience Size | # of Attendees in hotel rooms |
|-------------------------------------|------|--------------------------|---------------|-------------------------------|
| Juvenile Chiefs Summit - San Marcos | 2019 | 4 | 131 | 155 |
| Juvenile Chiefs Summit – Kerrville | 2018 | 4 | 153 | 175 |
| Juvenile Chiefs Summit - Austin | 2017 | 4 | 103 | 120 |

7. **What specific market will you target with the event/program’s marketing plan? Attach up to 3 examples and evidence of marketing area and readership (Label Exhibit C).**

Our target market group/readership is approximately 161 Juvenile Probation Chiefs/Directors representing the 164 departments in the 254 counties within the state of Texas. We are marketing the event thru a variety of communication channels including:

- Distribution of Save the Date flyers at past juvenile conferences
- Posting conference information, registration and hotel links on the statewide Texas Juvenile Justice Department website <http://www.tjjd.texas.gov>
- Emails from the TJJD Training Director to Juvenile Probation Chiefs
- Weekly email blasts from the conference committee promoting vendors, training topics, keynote speakers, hotel information, registration updates etc.
- Newsletter articles from Juvenile Probation Consultants

Additional conference attendees include the approximately 17 guest speakers and approximately 25 vendors who will be featured guests at the event. Potential vendors were invited to participate through personal telephone calls and targeted emails with detailed information promoting exhibitor and sponsorship opportunities. Guest speakers were also recruited through phone calls and emails.

8. **The City of Rockwall must require segregated accounting of its Hotel funds. Organizations must maintain and account for revenue provided from the tax authorized by section 351.101(a) within one of the two options listed below.**
- Separate checking account without combining with any other revenues or maintained in any other bank account or
 - Maintain a line item accounting, whereby the Hotel revenues may not be combined with any other revenues or expenditures. The funds may be maintained in the same bank account, provided they are reported as a separate line item in the organization’s budget. Interest earned on the Hotel revenues must be used to support the event/program as well.

Will the organization be able to segregate the accounting process in either a) or b) above? Yes

9. Provide all of the following documentation with this application and label each as outlined below.

| | |
|-----------|---|
| Exhibit A | Proposed budget for each event/program using attached form |
| Exhibit B | Letter of determination certifying federal tax exempt 501(c)(3) status |
| Exhibit C | Examples and evidence of marketing area and readership (limit 3) |
| Exhibit D | List members of the governing body including name, position, mailing address and phone number |
| Exhibit E | W-9 Form https://www.irs.gov/pub/irs-pdf/fw9.pdf |
| Exhibit F | Form 1295 https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm |

We certify, to the best of our ability, that the information in this application, including all exhibits and supporting documentation is true and correct to the best of our knowledge. It is understood and agreed that any funds awarded as a result of this application will be used for the purpose set for herein and the program guidelines.

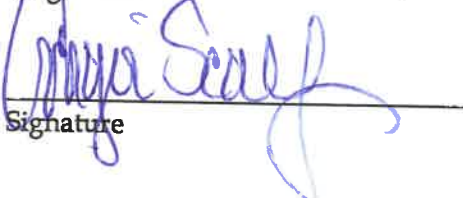
President/ Board Chairman:
11/22/19
Date

Emily Lane


Signature

Event/Program Director:
11/22/19
Date

Angie Scalf


Signature

Both signatures are required for application to be considered complete.

Exhibit A

EXHIBIT A**Hotel Occupancy Tax Funding Request
Event/Program Budget - Program Year 2020**

Financial information (round to the nearest dollar). Include a completed copy of this budget with funding request.

Organization Name: Northeast Texas Juvenile Chiefs' Association
 Event/Program Name: 2020 Juvenile Chiefs Summit
 Requested Funding: \$ 32,360

| Expenses (for this project only) | Total Expenses | HOT Funds Request | |
|--|-----------------------|--------------------------|--|
| 1. Personnel | 0 | 0 | |
| Administrative | | | |
| Artistic | 0 | 0 | |
| Technical | 0 | 0 | |
| Other personnel | 0 | 0 | |
| 2. Fees for outside professional service | | | |
| Administrative | 1,500 | 1,500 | |
| Artistic | 500 | 500 | |
| Technical | 5,680 | 5,680 | |
| 3. Space Rental | 0 | 0 | |
| 4. Equipment Rental | 0 | 0 | |
| 5. Travel/Transportation | 0 | 0 | |
| 6. Promotion/Printing | 1,730 | 1,730 | |
| 7. Costumes/Royalties | 0 | 0 | |
| 8. Other (supplies, postage etc.) | 24,012 | 22,950 | |
| 9. Sub -Totals | 33,422 | | |
| 10. Total Expenses | 33,422 | 32,360 | |

Total Revenues**Revenues (for this project only)**

| | | | |
|--|--------|--|--|
| 1. Total Amount of HOT fund request | | | |
| 2. Admissions (Registration \$150 X 150 attendees) | 22,500 | | |
| 3. Donations | 0 | | |
| 4. Organizational funds budgeted | 0 | | |
| 5. Grants (State) | 0 | | |
| 6. Other (list):estimated sponsors | 8,400 | | |
| 7. Other (list):estimated exhibitors | 5,250 | | |
| 8. Other (list): | | | |
| 9. Other (list): | | | |
| 10. Total income and contributions | 36,150 | | |
| 11. Total In-Kind | 0 | | |
| 12. Total Revenues | 36,150 | | |

Financial Information (for this project only)

| Fiscal Year (Oct 1st - Sept 30th) | 2017 actual | 2018 actual | 2019 actual | 2020 Projected |
|--|--------------------|--------------------|--------------------|-----------------------|
| Total Revenues | | 22,158 | 26,770 | 36,150 |
| Total Expenses | | 19,579 | 19,729 | 32,422 |
| Total Hotel funds awarded | | 0 | 0 | |

| CONFERENCE EXPENSES | \$ Per Category | Total Amount |
|---|------------------------|---------------------|
| Venue charges due to Hilton | | |
| Food and Beverage (min. \$12,000) | 21500 | |
| (Sunday Dinner, 2 Breakfast, 2 Afternoon Snack) | | |
| Technology | 5680 | |
| | | 27180 |
| Sponsorship expenses | | |
| Floor Decals (4 decals @ \$40.00 each) | 160 | |
| Water Station (300 cups @ \$ 0.79 + table signage) \$236 X 2= | 472 | |
| Breakfast & Afternoon (Sleeves, cups, napkins, tent cards, floor banner) | 430 | |
| | | 1062 |
| Event Management /Communication (Agenda, App Directions, Community info) | | |
| Eventscase App \$1,489 vs Paper booklet \$1,459.50 | 1500 | |
| Mailchimp subscription December - February @ \$9.99 mo | 30 | |
| Foamboard posters with agenda - 36 X 48 @71.99 each (2) | 144 | |
| Cardstock for application directions \$15.99 for 100 65lb sheets (2) | 31 | |
| Table Tents for App Directions | 25 | |
| | | 1730 |
| Speaker Fees | | |
| Kelly Jameson | 500 | |
| Damon West | 1000 | |
| | | 1500 |
| Entertainment | | |
| DJ for Opening Session Dinner | 500 | |
| | | 500 |
| Additional Registration Supplies | | |
| Name Tags 200 @ \$.03 | 60 | |
| Ribbons for Name Tags (Speakers, Vendors, Committee) 75 @ .32 | 24 | |
| Lanyards 200 @ 1.59 + 30 set up fee | 348 | |
| Registration (200 Bags @ 2.99 + table signage) | 598 | |
| | | 1030 |
| Appreciation gifts | | |
| Speaker Gifts 17 @ \$10.00 each | 170 | |
| Vendor Table Gifts 25 @ 10.00 each | 250 | |
| | | 420 |
| Total Expenses | 33422 | 33422 |

| REVENUE SOURCE | INCOME PER ATTENDEE | # OF ATTENDEES | ESTIMATED REVENUE |
|-------------------------------|------------------------|----------------|----------------------|
| Conference Registration Fees | \$150 | 150 | \$22,500 |
| Exhibitor Table Fees | \$250 | 21 | \$5,250 |
| Estimated Sponsorship Revenue | | 4 | \$8,400 |
| HOT Grant Funds Requested | | | \$32,360 |
| Total Estimated Revenue | | | \$68,510 |

Exhibit B

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Northeast Texas Juvenile Chiefs Association

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Exempt Organization 509(a)(2)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

301 West Madison Street

6 City, state, and ZIP code

Clarksville, Texas 75426

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 0 - 0 4 6 2 0 0 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Sherry C. Durr

Date ► 2/19/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

Exhibit C

Exhibit C

See Attached:

Item 1: Save the Date flyer distributed at previous conferences

Item 2: Conference registration page from the (TJJD) Texas Juvenile Justice Department website

Item 3: Exhibitor / Sponsor invitation

Item 4: Email from TJJD Training Director to all Juvenile Probation Departments

Item 5: Newsletter Article MBA Dispatch from Juvenile Probation Consultant to

6: Email Blasts that will be distributed weekly starting mid –December

Save the Date
2020
TEXAS JUVENILE
CHIEFS SUMMIT
February 23 -26, 2020

At the Hilton Dallas/Rockwall Lakefront in
Rockwall, Texas

24-HOUR ACCESS RESERVATIONS: TELEPHONE:

Call toll free 1-866-235-1108 and ask for the group rate with the group code of JCC



Hosted by the Northeast Texas Juvenile Chiefs
Association

2020
Texas Juvenile Chief's Summit
February 23-26, 2020

Sunday- February 23, 2020

| | |
|------------------------|---|
| 3:00 to 5:00 pm | Registration |
| 6:00 to 7:30 pm | Welcoming Remarks and Opening Speakers President, Northeast Texas Juvenile Chief's Association TJJD Representative Justin Holland with District 33 |

Monday –February 24, 2020

| | |
|--------------------------|--|
| 7:45 to 8:15 am | Registration |
| 8:30 to 9:30 am | How Big Are Your Arms? A Discussion of Confidence, Competence & Risk Dr. Kelly Jameson |
| 9:30 to 10:00 am | Break |
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| 11:30 to 1:00 pm | Lunch on your Own |
| 1:00 to 2:30 pm | Diana Cecil- TAC Representative Covering Employment Topics |
| 2:30 to 3:00 pm | Break |
| 3:00 to 4:30 pm | Elyse E. Kusse, MSED Outreach Manager National Association for Missing & Exploited Children |

Tuesday-February 25, 2020

| | |
|--------------------------|--|
| 8:30 to 9:30 am | Damon West- Inspiration Speaker |
| 9:30 to 10:00 am | Break |
| 10:00 to 11:00am | “The Gatekeeper” Qualities of a 21st Century Leader !” Marlin Suell |
| 11:00 to 12:00 pm | Systems of Care: The Integral Role of Juvenile Probation in State and Local Efforts-Cory Morris-MSW |
| 12:00 to 1:15 pm | Lunch on Your Own |
| 1:15 to 2:15 pm | TJJD Erica Leos- Monitoring Updates (common errors, etc.) |
| 2:15 to 2:30 pm | Break |
| 2:30 to 4:00 pm | TJJD- Chris Ellison- Generational Differences in Workforce |
| 4:00 to 5:00 pm | ETCIL-Hiring Employees with Disabilities |

Wednesday February 26, 2020

| | |
|-------------------------|---|
| 8:00 to 9:30 am | Traffick 911---Human Trafficking |
| 9:30 to 9:45 am | Break |
| 9:45 to 11:00 am | Closing Remarks-TJJD |



2020 JUVENILE CHIEFS' SUMMIT
February 23 – 26, 2020
Exhibitor and Sponsorship Information

The Northeast Texas Juvenile Chiefs' Association (NETJCA) invites you to join us for the 2020 Texas Juvenile Chiefs' Summit, located at the beautiful, lakefront Hilton Bella Harbor in Rockwall, Texas. This year's event runs from February 23-26 and is packed with exciting new opportunities to showcase our vendors.

The annual Juvenile Chiefs' Summit offers a unique forum to build and strengthen partnerships that will ultimately benefit youth in the Texas juvenile justice system. Your company's active participation provides an opportunity to launch new initiatives, build brand awareness, and advance your company's product or service profile to a targeted audience of interested juvenile justice professionals.

Attendees include key decision makers in a wide range of juvenile justice professions:

- Chiefs & management staff from statewide juvenile probation departments
- Professionals from the Texas Juvenile Justice Department
- Members of juvenile justice associations throughout the state
- A variety of juvenile justice service providers and vendors

Your success is key to our success !

EXHIBITOR PACKAGE (Please see the attached Exhibitor Floor Plan)

Each registered Exhibitor receives the following benefits:

- Exhibition space at the venue including one 6' skirted table and chairs
- One ¼ page ad in the Conference Agenda Booklet
- A comprehensive list of each conference attendee's name and email address.
- The opportunity to meet and socialize with Juvenile Probation Chiefs from around the state, including 18 new Chiefs since 2018, who are eager to learn about your valuable products and services.

EXCITING NEW SPONSORSHIP OPPORTUNITIES!

Attached is an overview of our new exclusive sponsorship opportunities to highlight your company. We invite you to contact us for more detailed information about how we can assist you in best promoting your business.

For questions on all Sponsorship opportunities, please call Angie Scalf at 214-244-2930.

IMPORTANT DETAILS FOR EXHIBITORS AND SPONSORS

A limited number of Exhibitor Packages are available due to event space. In addition, each Sponsorship opportunity is exclusive and awarded on a first-come, first-served basis. Once you have selected the Exhibitor Package and / or Sponsorship opportunities you are interested in, please complete the attached registration form and email it to Angie Scalf at ascalf@rockwallcountytexas.com to reserve your space.

In order to best accommodate your needs, we ask that all information (such as corporate logo artwork, registration bag materials, Conference Agenda Booklet ads etc.) regarding your sponsorship be received no later than December 1, 2019. This will allow the Conference Committee time to make necessary arrangements for printing your custom products, banners etc. and to include your company's advertisement, logos and links in conference promotional materials and emails as included in your package.

Exhibitors are responsible for any shipping and handling costs incurred to ship directly to the event venue. Please call the Hilton Bella Harbor directly for shipping instructions.

Hilton Bella Harbor
2055 Summer Lee Drive
Rockwall, TX 75032
214-771-3700

Exhibitor set-up for the conference will begin on Sunday, February 23, 2020 at 3 p.m. General exhibiting hours are Sunday 5-8 p.m., Monday and Tuesday 8 a.m.– 6 p.m., and Wednesday 8 a.m. to 12 noon. Signage is the responsibility of each exhibitor. You may use table signs or place one floor easel adjacent to your table. Please bring extension / multi-outlet cords or surge protectors if needed.

Payment information is provided on the registration form. Please note:
Payment for Exhibitor Packages is due by January 31, 2020.
Payment for Sponsorship opportunities is due by December 15, 2019

We appreciate your support and look forward to seeing you in Rockwall in 2020 !

Angie Scalf

From: John Kinsey <John.Kinsey@tjtd.texas.gov>
Sent: Monday, November 18, 2019 10:31 AM
To: Juvenile Probation Counties
Cc: Lou Serrano; Amy Miller; tsneed@smith-county.com; rwmiller@zapatatx.com; avery.thompson@mctx.org; dberry@co.kerr.tx.us; pchavez@dallascounty.org; crystal.relf@cen-texjpd.com; brodi.green@us.g4s.com; haylee.dill@cornerstoneprograms.com; Hunt County; linda.amaro@bexar.org; dberry@co.kerr.tx.us; keino.berry@hcjpd.hctx.net; michelle.amrine@dallascounty.org; scalzada@brazoscountytexas.gov; estevan.saucedo@jpd.co.hidalgo.tx.us; pchavez@dallascounty.org; MDavila@co.cameron.tx.us; GARY.DYER@CO.LIMESTONE.TX.US; monroes@co.grayson.tx.us; GFLORES@WEBBCOUNTYTX.GOV; jerri.henry@nuecesco.com; dberry@co.kerr.tx.us; Thomas.Johnson@hcjpd.hctx.net; leonard.llorens@hcjpd.hctx.net; pamela.ramirez@hcjpd.hctx.net; jerri.henry@nuecesco.com; rwmiller@zapatatx.com; Caroline.davila@hcjpd.hctx.net; dsaenz@co.starr.tx.us; juvprobation@suddenlinkmail.com; tstanton@bexar.org; joshua.such@co.mclennan.tx.us; pamela.glauser@mctx.org; atarango@epcounty.com; MMBlackshear@tarrantcounty.com; annie.villavicencio@hcjpd.hctx.net; juvprobation@suddenlinkmail.com; eyohn@gcjpd.com; czuniga@bexar.org; cmalott@johnsoncountytexas.org; eroney_jpo@yahoo.com; KRodriguez@co.lubbock.tx.us; linda.amaro@bexar.org; caroline.davila@hcjpd.hctx.net; Veronica.Henderson@hcjpd.hctx.net; Avargas@vctx.org
Subject: FW: 2020 Texas Juvenile Chiefs Summit/ agenda/ registration
Attachments: chiefsummit2020agenda.docx; chiefsummit2020registrationform.pdf

Good Morning All:

Please consider passing along the information related to this upcoming training opportunity. Please email or call Chief Anderson with any questions related to this event. Thank you all for considering this opportunity.

From: Tracy Anderson <tanderson@co.panola.tx.us>
Sent: Monday, November 18, 2019 8:43 AM
To: John Kinsey <John.Kinsey@tjtd.texas.gov>
Subject: 2020 Texas Juvenile Chiefs Summit/ agenda/ registration

Good morning John,

Can you add these attachments to our Conference info page on the the TJJD website?

Thanks,

*Tracy Anderson, Chief IPO
 Panola County Juvenile Probation
 315 West Panola St.
 Carthage, Texas 75633
 (903)693-0352 (Tel)
 (903)693-0357 (Fax)*



2020

Texas Juvenile Chiefs Summit

February 23-26, 2020

At the Hilton Dallas/Rockwall Lakefront in
Rockwall, Texas

Hosted By The
Northeast Texas Juvenile Chiefs Association

We invite you to
Come Rock with us in Rockwall

Hotel and Registration

Regular Registration

Registration is now open

Hotel Accomodations:

Hilton Dallas/ Lakefront Rockwall

2055 Summer Lee Drive

Rockwall, Texas 75032

1-214-771-3701

24-HOUR ACCESS RESERVATIONS:

TELEPHONE: Call toll free 1-866-235-1108 and ask for the group rate with the group code of JCC

or

https://secure3.hilton.com/en_US/hi/reservation/book.htm?inputMod=ule=HOTEL&ctyhocn=DALRWHF&spec_plan=JCC&arrival=20200223&departure=20200226&cid=OM.WW.HILTONLINK.EN.DirectLink&fromId=HILTONLINKDIRECT

Standard—King or 2 Queens Rate—\$ 120.00

Hotel Reservations need to be made by January 31, 2020.

Hotel Cancellations must be received at least 3 days/72 hours prior to arrival date.

Registration by E-mail:

Please e-mail registration forms to -

Sherry Edwards at sherry.edwards@co.red-river.tx.us

Registration by Mail:

You may mail registration forms to:

Northeast Texas Juvenile Chiefs Association

301 W . Madison Street

Clarksville, TX 75426

Registration Refund Policy:

Full refunds will be given to those who cancel in writing a minimum of ten (10) working days prior to the conference.

Written cancellations should be e-mailed to:

sherry.edwards@co.red-river.tx.us

Training hours are pending approval by TJJD

Registration:

If you wish to register via mail or e-mail, please complete the form below:

Name: _____

Title: _____

Agency: _____

Address: _____

City: _____ Zip: _____

Telephone: _____

E-mail: _____

Registration Fees

Registration is \$150 per person

Check #: _____

P.O. #: _____

Amount Enclosed: _____

Please make payments to:

“NETJCA” or

Northeast Texas Juvenile Chiefs Association

Mail Registration and Payments to:

Northeast Texas Juvenile Chiefs Association

301 W Madison Street

Clarksville, TX 75426

**2020
Texas Juvenile Chief's Summit
February 23-26, 2020**

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- | | |
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Wednesday February 26, 2020

| | |
|-------------------------|---|
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| 9:45 to 11:00 am | Closing Remarks-TJJD |

MBA Requesting Assistance in Planning 2020 Projects

Since December is usually a slow month as far as MBA's training and consulting services are concerned, a significant part of the month is spent on developing new training topics as well as trying to schedule training dates for both the new topics and other topics clients have requested.

MBA President/CEO Dr. Mel Brown said, "we are requesting that our current clients as well as potential clients help us in four ways: (1) by suggesting training topics they would like for us to develop and offer, (2) by agreeing to serve as training sites for the regional training events which we offer, (3) by submitting questions regarding leadership and management they would like to see addressed in the 'Contemplation Corner' of our monthly newsletter (*The MBA Dispatch*), and

See Assistance on Page 5

2020 Texas Juvenile Chiefs Summit to be Held in Rockwall

The 2020 Texas Juvenile Chiefs Summit, which is being hosted by the Northeast Texas Juvenile Chief Association (NETJCA), has been scheduled for February 23-26 at the Hilton Dallas/Rockwall Lakefront Hotel in Rockwall, Texas.

There is no state wide juvenile chiefs Association and the responsibility for hosting the annual summit rotates among the four regional juvenile chiefs' associations. The theme for the summit is "Rocking and Rolling into the 20's."

See Summit on Page 3

Murderer Claims His Sentence Ended Because He Died and was Resuscitated

Benjamin Schreiber, who has been behind bars since 1996 when he was charged in the death of John Dale Terry, a 39-year-old whose bludgeoned body was found near an abandoned trailer in rural Agency, Iowa, claims his life sentence was completed when he died and was resuscitated.



Prosecutors contended that Schreiber, then 43, had plotted with Terry's girlfriend before clubbing the man to death with the wooden handle of a pickaxe. A jury found him guilty of first-degree murder, and in 1997 he was sentenced to life without parole.

On March 30, 2015, Schreiber fell unconscious and was rushed to the University of Iowa Hospitals & Clinics where doctors brought him back to life by administering epinephrine through an IV. Doctors restarted his heart five times.

See Sentence on Page 5

Mel Brown and Associates: Equipping Individuals and Organizations to Accomplish Their Visions, Missions and Goals

Brown to Speak at Texas Plant Protection Association Conference

MBA President/CEO is scheduled to speak during the 31st Annual Conference of the Texas Plant Protection Association (TPPA) which is one of the leading agricultural conferences in Texas. The theme for this year's conference, which is being held at the Brazos Center in Bryan, Texas, December 10-11, 2019, is "Artificial Intelligence's Impact on Texas Agriculture."

See TPPA on Page 6



Steward Named Co-Chair of Illinois Juvenile Detention Center Workgroup

William Steward, Deputy Executive Director of Cook County Juvenile Temporary Detention Center (JTDC) in Chicago, Illinois has been named Co-Chair of the Illinois Juvenile Justice Leadership Council's Juvenile Detention Center Workgroup.

Steward holds an Associate of Arts degree (Social Sciences) from City Colleges of Chicago – Kennedy – King College, Bachelor of Arts degree (African-American/Black Studies) from University of Illinois at Chicago, and Master of Divinity and Master of Social Justice and Community Development Degrees from Loyola University Chicago. He is working toward a Doctor of Education in Organizational Leadership at Grand Canyon University.

See Steward on Page 6

Carol Cramer Brooks Joins NCCHC Board of Directors

The National Commission on Correctional Health Care (NCCHC) and the National Partnership for Juvenile Services (NPJS) has announced that Carol Cramer Brooks has been appointed to the NCCHC board of directors. Brooks serves as the NPJS liaison to the NCCHC board of directors. She replaces Dr. David W. Roush, who retired from the board after 28 years of service.



According to the announcement, "Brooks' career focus includes training, technical assistance and program and curriculum development. Currently a consultant, her previous positions include director of training and confinement education for the National Juvenile Detention Association and director of the Office of Juvenile Justice and Delinquency Prevention's National Center for Youth in Custody."

See NCCHC on Page 6



Contemplation Corner

By
Mel Brown, Ph.D.
Leaders Are Still Readers

Last year, as I was seeking a topic for December's Contemplation Corner, I was reminded of President Harry S. Truman's statement, "Not all readers are leaders, but all leaders are readers." What brought the quote to mind was someone saying, "Mel, you teach a lot of seminars and workshops on leadership. If I wanted to start a collection of the best books on leadership, what books would you suggest I get?"

I gave a lot of thought to that question over the next few weeks and decided that the answer would be beneficial to the readers of this column. I reviewed the titles of the books on shelves in my office and shared with our readers a list of books which I thought would prove valuable to any student of leadership.

A few weeks ago, while in Midland, Texas, facilitating an MBA Regional Training Event entitled, "Effective Leadership Skills for the Workplace," Midland County Community Supervision and Corrections Department Director Allen Bell shared with me that he had bought those books. He also shared with me the titles of some other books he was reading. Knowing that someone found that list of books helpful, I have decided, once again, to share with our readers some books I think would be beneficial for leaders or aspiring leaders to read.



The books I am recommending, some of which are repeats from last year, are listed in alphabetical order by author to avoid the appearance of a preference for one book over another. They each have their own type of value.

➤ **Bennis, Warren : *On Becoming a Leader***

Bennis seeks to redefine leadership and analyzes what actually goes into making a true leader. He separates management from leadership, defines some of the core qualities required for leadership, and explains how anyone can embark on the journey to become a leader with a determined effort in the right direction. He opines that people often tend to confuse 'managing' for 'leading' when in fact these are two completely separate domains. As subjective as the subject might seem, he adopts more of a methodical approach for the readers to be able to follow the advice with relative ease. An interesting and inspiring leadership book which offers valuable insights on how leaders are "made" rather than "born."

➤ **Collins, Jim C: *Good to Great: Why Some Companies Make the Leap and Others Don't.***

This book is based upon the findings of a study Collins and his research team conducted to answer two questions: Are there companies that defy gravity and convert long-term

See Contemplation on Page 3

Mel Brown and Associates: Equipping Individuals and Organizations to Accomplish Their Visions, Missions and Goals



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Theft Intervention

Violence Intervention

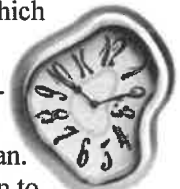


Worth the Time

Realizing that busy executives and mid-managers do not always have the time to peruse the Internet or issues of magazines and journals in search of that elusive article containing information well worth the reading, this column provides a brief introduction and a hyperlink to material which we think is "Worth the Time" to read.

This month's featured article, "6 Ways to Reduce Employees Stress During the Holidays" is by author, consultant and speaker Kevin Sheridan. The title itself provides an adequate introduction to article so there is no need to add anything further.

[Click here to read the article](#)



"Then the Grinch thought of something he hadn't before!
What if Christmas, he thought,
doesn't come from a store.
What if Christmas...
perhaps... means a little
bit more!"

- Dr. Seuss



Contemplation (Continued from Page 2)

mediocrity or worse into long-term superiority? And if so, what are the universal distinguishing characteristics that cause a company to go from good to great?

The findings of the study will surprise many readers and shed light on virtually every area of management strategy and practice. The findings include:

- **Level 5 Leaders:** The research team was shocked to discover the type of leadership required to achieve greatness.
- **The Hedgehog Concept:** (Simplicity within the Three Circles): To go from good to great requires transcending the curse of competence.
- **A Culture of Discipline:** When you combine a culture of discipline with an ethic of entrepreneurship, you get the magical alchemy of great results. Technology Accelerators: Good-to-great companies think differently about the role of technology.
- **The Flywheel and the Doom Loop:** Those who launch radical change programs and wrenching restructurings will almost certainly fail to make the leap.

Collins says, "Some of the key concepts discerned in the study fly in the face of our modern business culture and will, quite frankly, upset some people."

Even if Collins is correct in his statement, who can afford to ignore these findings?

➤ **Kouzes, James M. and Posner, Barry Z: *The Leadership Challenge***

This book presents a practical, evidence-based resource on how to mobilize people around a common goal and uses case studies to examine "The Five Fundamental Practices of Exemplary Leadership," as researched and developed by Kouzes and Posner.

These five practices are the foundation of leadership. They provide a road map that helps us understand what it takes to inspire those we are privileged to lead. The practices also teach us how to lead with empathy, conviction, and authenticity.

➤ **Lencioni, Patrick: *The Ideal Team Player***

Lencioni's latest page-turning fable is the story of a leader desperate to save his company by cracking the code on the virtues that define a true team player. Jeff Shanley takes over

See Contemplation on Page 4

Quote to Remember

"The best of all gifts around any Christmas tree: the presence of a happy family all wrapped up in each other." -- Burton Hills

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Summit (Continued from Page 1)

District 33 State Representative Justin Holland will serve as the speaker for the opening session and according to Emily Lane, Chief Juvenile Probation Officer for Anderson County and NETJCA President, "Many different presenters are coming to add their expertise to inspire the leaders in the Juvenile Justice field. Topics will be covering hiring practices, human trafficking, monitoring updates, generational differences in the workforce and inspirational speakers to fire up the field. The speakers are varied from presenters with TJJD, counselors, authors, TAC specialists, and those with expertise in missing and exploited children."

"It looks like we can get 16.25 hours of credit for the conference with 9.5 being management hours. Management hours could go up based on what TJJD presents on Wednesday."

For additional information regarding the 2020 Texas Juvenile Chiefs Summit, contact Sherry Edwards, Chief Juvenile Probation Officer, Red River Co. Juvenile Probation Department at 903-427-5761 or sherry.edwards@co.red-river.tx.us.

Contemplation (Continued from Page 3)

his family's locally revered construction firm and realizes that the only way to deliver on the two biggest projects in the company's history is to rapidly build a culture of hiring and development around those virtues.

Beyond the fable, Lencioni presents a powerful framework and easy to use tools for identifying, hiring, and developing ideal team players in any kind of organization. Whether you are a leader striving to create a culture of teamwork, a human resources professional looking to hire real team players, or an employee wanting to make yourself an invaluable team member, *The Ideal Team Player* will prove to be as practical as it is compelling.

➤ Lencioni, Patrick: *The Five Dysfunctions of a Team*

Lencioni blends a number of important leadership concepts into one readable business fable that is enthralling and instructive. The book distills the problems that keep even the most talented teams from realizing their full potential. Even more importantly, it outlines in prose that is crisp, clear, and fun to read, a powerful model and actionable steps that can be used to overcome common hurdles and build a cohesive, effective team.

➤ Maxwell, John C: *The Five Levels of Leadership*

New York Times bestselling author John C. Maxwell explains how true leadership works and makes it accessible to everyone. Leadership does not come from your title. In fact, being named to a position is only the first and lowest of the five levels every effective leader achieves. To become more than a boss people are required to follow, you must master the ability to inspire and build a team that produces not only results, but also future leaders.

The 5 Levels of Leadership are:

- Position - People follow because they have to.
- Permission - People follow because they want to.
- Production - People follow because of what you have done for the organization.
- People Development - People follow because of what you have done for them personally.
- Pinnacle - People follow because of who you are and what you represent.

By combining the advice contained in these pages with work and a willingness to learn, anyone can rise to a higher and more effective level of leadership and thus make a greater impact.

➤ Maxwell, John C: *The 21 Irrefutable Laws of Leadership: Follow Them and People Will Follow You*

This book gets down to the task straightaway and lays down specific principles one can apply diligently and consistently to
See Contemplation in Right Hand Column

Contemplation (Continued from Left Hand Column)

excel as a leader. Maxwell shares the accumulated wisdom of nearly decades of experience in the field and most of it is rather unconventional as compared with commonly held views on leadership.

Maxwell suggests that "leaders add value by serving others" as they acquire greater value from others by being of value to them. His Law of Process is based on the fundamental idea that "leadership develops daily, not in a day." The book lays out a complete philosophy of leadership which is simple yet highly effective, but rarely ever spelled out with such clarity. In short, a recommended read for leaders and managers who are faced with new challenges every day and are looking for a fresh perspective.

➤ Sinek, Simon: *Leaders Eat Last: Why Some Teams Pull Together and Others Don't*

Imagine a world where almost everyone wakes up inspired to go to work, feels trusted and valued during the day, then returns home feeling fulfilled. This is not a crazy, idealized notion. Today, in many successful organizations, great leaders create environments in which people naturally work together to do remarkable things.

In his work with organizations around the world, Simon Sinek noticed that some teams trust each other so deeply that they would literally put their lives on the line for each other. Other teams, no matter what incentives are offered, are doomed to infighting, fragmentation and failure. Why?

The answer became clear during a conversation with a Marine Corps general. "Officers eat last," he said. Sinek watched as the most junior Marines ate first while the most senior Marines took their place at the back of the line. What's symbolic in the chow hall is deadly serious on the battlefield: Great leaders sacrifice their own comfort - even their own survival - for the good of those in their care.

Too many workplaces are driven by cynicism, paranoia, and self-interest. But the best ones foster trust and cooperation because their leaders build what Sinek calls a "Circle of Safety" that separates the security inside the team from the challenges outside.

Sinek illustrates his ideas with fascinating true stories that range from the military to big business, from government to investment banking.

Merry Christmas and Happy Reading.

Quote to Remember

"He who has not Christmas in his heart will never find it under a tree." ~ Roy L. Smith

Sentence (Continued from Page 1)

According to Schreiber's petition, when he lost consciousness a staff member called his brother, who told the hospital that although they could give Mr. Schreiber medicine to ease his pain, "otherwise you are to let him pass." Schreiber said he was resuscitated despite his brother's directions and his own do-not-resuscitate order on file with the Iowa Department of Corrections.

While recovering at the Iowa State Penitentiary, Schreiber filed a novel legal appeal claiming that because he died before he was resuscitated, he had technically fulfilled his life sentence.

According to court records, Schreiber argued that he was sentenced to life without parole, "but not to life plus one day."

Judges, however, did not buy his argument. A district court previously denied Schreiber's motion and on Wednesday, November 6, 2019, the Iowa Court of Appeals upheld the lower court's decision, calling Schreiber's request "unpersuasive and without merit." The court ruled that dying for a brief amount of time does not amount to a get-out-of-jail-free card and said the 66-year-old will remain in prison until a medical examiner determines that he is dead for good. "Schreiber is either still alive, in which case he must remain in prison, or he is actually dead, in which case this appeal is moot," Judge Amanda Potterfield wrote in the court of appeals opinion. "Life" is not defined by the state's code, the judges had given the term "its plain meaning," which they took to prescribe that Mr. Schreiber must spend the rest of his natural life incarcerated, regardless of whether he had been revived.

"We do not find his argument persuasive," Judge Potterfield wrote, adding that the judges found it unlikely the Legislature would have wanted "to set criminal defendants free whenever medical procedures during their incarceration lead to their resuscitation by medical professionals."

Court records show the district court did not address Schreiber's additional claim that his due process rights were violated when the doctors failed to follow his "do not resuscitate" request. Because of this, the court of appeals in its ruling said it could not address it either, because the lower court had not made any judgment on it.

Assistance (Continued from Page 1)

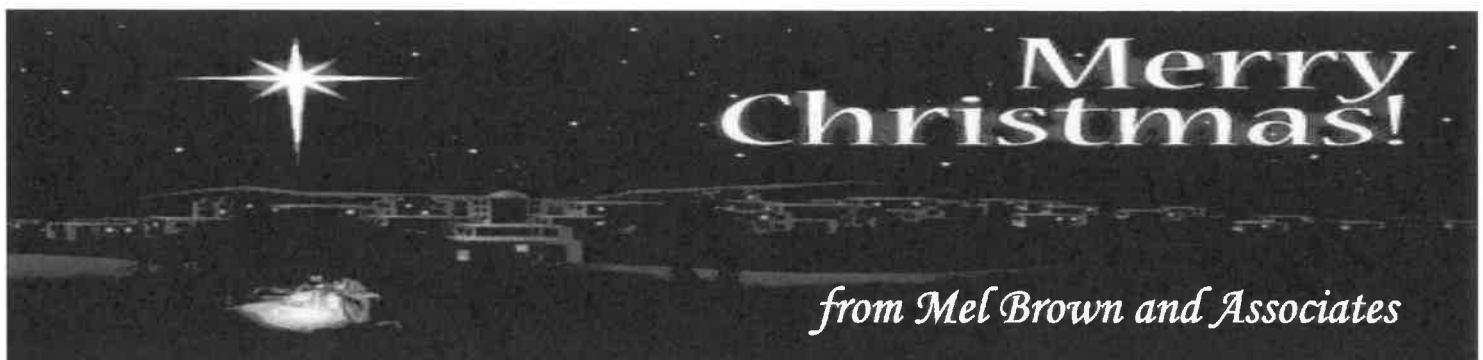
(4) by allowing us to assist you with any organizational or leadership development activities you might be planning."

Brown pointed out, "There are a number of advantages of serving as a host of an MBA Regional Training Event. First of all, the host county determines what training will be offered at their site by selecting from workshops MBA already offers or by suggesting topics for MBA to develop for the training they are hosting. Secondly, it is definitely less expensive to do the training in-house than it is to send people across the state for training. Serving as the host for the training means there are no travel costs associated with the training -- no hotel cost, no meal cost, no mileage reimbursement, or any other cost associated with traveling. Tertiary, the host agency gets to register their people at the early registration fee rate regardless of when they register, and the host agency gets one free registration for each five paid registrations from their department. Serving as a host agency is especially helpful to departments who have to send people a long way to training."

"While we are interested in developing new workshops based upon the needs identified by local departments, we are also interested in finding hosts for the following workshops: a three-day workshop on 'The 21 Irrefutable Laws of Leadership' which we began offering in 2018, a two-day workshop entitled, 'Conquering the Leadership Challenge,' which is currently scheduled to be offered for the first time in March, 2020, and a variety of workshops we will be offering which focus on mental health and/or behavioral health, therapeutic interventions with offenders and human growth and development."

Brown is encouraging those who have topics they would like to see MBA develop and those interested in serving as a host for an MBA Regional Training Event to email him at ceo@melbrown.org.

In addition to contacting MBA regarding training issues, Brown said, "we would also love to hear from people who have technical assistance needs, such as program evaluations, organizational needs assessments, management studies, strategic planning, analysis of staffing needs, or facilitation of processes, such as vision and mission development or policy and procedure development."



Mel Brown and Associates: Equipping Individuals and Organizations to Accomplish Their Visions, Missions and Goals

Steward (Continued from Page 1)

In the letter to Steward thanking him for agreeing to serve as co-chair, Illinois Justice Project Program Director Garien Gatewood wrote, "your guidance and experience will be invaluable" and informed him that the initial meetings of the group will be designed to have members do three things: "first, discuss the goals of the workgroup; second, decide what additional people we should have join the group; and third, suggest to staff what data and research should be prepared for the group to make it successful."

Gatewood also stated, "The Administrative Office of Illinois Courts (AOIC) and the Illinois Department of Juvenile Justice (IDJJ) are in the process of updating detention standards. The standards will include housing, medical and health care, security, safety, and several other areas. Our workgroup can work in partnership with both the AOIC and IDJJ to help review some of the standards, definitions, collect data and offer the opportunity to collaborate on potential policy solutions."

"Like the workgroups in the past, we want to make the best use of the time we spend together, benefit from the expertise at each table and accomplish the tasks we set as a group. In preliminary discussions, Council and Workgroup members have expressed interest in understanding what is happening in Illinois, and nationally, concerning oversight. Specifically, questions have been raised about education, solitary confinement, treatment, and programs among other topics. We want to bring members to the table to share their knowledge and thoughts to set goals, outcomes and action steps for the group in order to get the best outcomes for youth."



"Christmas is not as much about opening our presents as opening our hearts."

~ Janice Macdittere

Quote to Remember

"Christmas is not about the presents, but about His presence." ~ Anonymous

NCCHC (Continued from Page 1)

"She is also a former director of program development and support services for the State of Michigan's Department of Human Services, Bureau of Juvenile Justice. Ms. Cramer Brooks co-authored the National Training Curriculum for Educators of Youth in Confinement and the Detention Careworker Training Curriculum, 3rd Edition."

Brooks' academic credentials include Master of Public Administration and Bachelor of Science in Special Education degrees from Western Michigan University.

Brooks, who as a juvenile justice expert, has a special appreciation for NCCHC's mission, stated, "Youth in the juvenile justice system present issues with complex medical and behavioral health care needs, and NCCHC has historically been a leader in addressing those needs. I look forward to the opportunity to learn, inform, exchange information and make connections."

TPPA (Continued from Page 1)

Attendees at TPPA conferences include individuals from 1. Agribusiness [dealers, distributors, manufacturers, applicators, consultants, ag lenders, farmers and ranchers], 2. researchers in the field of agriculture [Texas A&M AgriLife Research, graduate students, United States Department of Agriculture (USDA) crop protection and seed company researchers and contract researchers], 3. Extension and Education [Texas A & M AgriLife Extension Service, university faculty, USDA, graduate students], 4. the press [both agricultural related and local newspapers], and 5. regulatory agencies [Texas Commission on Environmental Quality (TCEQ), Texas Department of Agriculture (TDA), USDA, United States Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TDEQ)].

The topic for Brown's presentation is "Wrapping it Up and Putting it All Together."

Quote to Remember

"Peace on earth will come to stay, When we live Christmas every day."

~ Helen Steiner Rice

MBA Regional Training Opportunities

See Page 8 for registration information and location

Conquering the Leadership Challenge, March 17-18, 2020, (Hosted by Denton County CSCD). For additional information contact us at info@melbrown.org or 936-273-0919. For a detailed description of the course, [click here](#).

March 17, 2020

8:30 – Noon The Leadership Challenge
1:30 – 5 pm The Leadership Challenge (Continued)

March 18, 2020

8:30 – Noon The Leadership Challenge (Continued)
1:30 – 5 pm The Leadership Challenge (Continued)

Conquering the Leadership Challenge, March 23-24, 2020, (Hosted by Midland County CSCD). For additional information contact us at info@melbrown.org or 936-273-0919. For a detailed description of the course, [click here](#).

March 23, 2020

8:30 – Noon The Leadership Challenge
1:30 – 5 pm The Leadership Challenge (Continued)

March 24, 2020

8:30 – Noon The Leadership Challenge (Continued)
1:30 – 5 pm The Leadership Challenge (Continued)

Conquering the Leadership Challenge, March 30-31, 2020, (Hosted by Nueces County CSCD). For additional information contact us at info@melbrown.org or 936-273-0919. For a detailed description of the course, [click here](#).

March 30, 2020

8:30 – Noon The Leadership Challenge
1:30 – 5 pm The Leadership Challenge (Continued)

March 31, 2020

8:30 – Noon The Leadership Challenge (Continued)
1:30 – 5 pm The Leadership Challenge (Continued)

Conquering the Leadership Challenge, June 17-18, 2020, (Hosted by Smith County CSCD). For additional information contact us at info@melbrown.org or 936-273-0919. For a detailed description of the course, [click here](#).

June 17, 2020

8:30 – Noon The Leadership Challenge
1:30 – 5 pm The Leadership Challenge (Continued)

June 18, 2020

8:30 – Noon The Leadership Challenge (Continued)
1:30 – 5 pm The Leadership Challenge (Continued)

Visit the Season

Associational Conferences

Texas Corrections Association



2020 Annual Conference, San Antonio, Texas, June 7-10, 2020.

Contact Ashley Koonce at 936-294-1706 or koonce@shsu.edu.

Juvenile Justice Association of Texas



2020 Spring Conference, El Paso, Texas, April 26-29, 2020.

2020 Fall Conference, Corpus Christi, Texas, October 18-21, 2020.

Contact Jessica Carter at jjattx@gmail.com or 512-415-6717 or

Texas Probation Association



2020 Annual Conference, Houston, Texas, April 5-8, 2020.

2020 Legislative Conference, San Antonio, Texas, August 16-19, 2020

Contact Angela Semar at asemar@shsu.edu or 936-294-640.

Texas Juvenile Chiefs Summit

2020 Texas Juvenile Chiefs Summit, Rockwall, Texas, February 23-26, 2020.

Contact Sherry Edwards at sherry.edwards@co.red-river.tx.us

Mel Brown and Associates: Equipping Individuals and Organizations to Accomplish Their Visions, Missions and Goals

Exhibit D

| Northeast Texas Juvenile Chief's Association | | | | |
|--|-------------------------------|---|--|--------------|
| Governing Board Members | | | | |
| Emily Lane | President /Board Chair /Chief | Anderson County | 1120 E. Crawford Street, Palestine, TX 75801 | 903-731-8201 |
| Tracy Anderson | Vice President / Chief JPO | Panola County | 315 West Panola Street, Carthage, TX 75633 | 903-693-0352 |
| Sherry Edwards | Treasurer / Chief JPO | Red River County | 301 W. Madison Street, Clarksville, TX 75426 | 903-427-5761 |
| 2020 Texas Juvenile Chiefs Summit Planning Committee | | | | |
| Angie Scalf | Event Director / Chief JPO | Rockwall County | 915 Whitmore Drive, Rockwall, TX 75087 | 972-204-7450 |
| Emily Lane | President /Board Chair /Chief | Anderson County | 1120 E. Crawford Street, Palestine, TX 75801 | 903-731-8201 |
| Tracy Anderson | Vice President / Chief JPO | Panola County | 315 West Panola Street, Carthage, TX 75633 | 903-693-0352 |
| Sherry Edwards | Treasurer / Chief JPO | Red River County | 301 W. Madison Street, Clarksville, TX 75426 | 903-427-5761 |
| Phil Hayes | Chief Probation Officer | Cass County | P.O. Box 301, Linden, TX 75563-5563 | 903-756-7551 |
| Melanie Ramsey | Chief Probation Officer | Nacogdoches County | 2723 Center Road, Nacogdoches, TX 75961 | 936-560-7710 |
| Additional Association Members | | | | |
| Harland Jones | Chief Probation Officer | Bowie County | 601 Main Street, Suite B, Texarkana, TX 75501 | 903-791-1707 |
| Marie Page | Chief Probation Officer | Cherokee County | P.O. Box 502, Rusk, TX 75785 | 903-586-7570 |
| Bing Canion | Chief Probation Officer | Gregg County | 310 Turk Street, Longview, TX 75601 | 903-758-0121 |
| Darron Forehand | Chief Probation Officer | Harrison County | 1401 Warren Drive, Marshall, Texas 75672 | 903-935-4871 |
| Jeffery Blu Nicholson | Chief Probation Officer | Henderson County | 201 J East Larkin, Athens, TX 75751-2020 | 903-677-7250 |
| John Perry | Chief Probation Officer | Hopkins, Franklin, Delta & Rains Counties | 228 Hinnant Street, Sulphur Springs, TX 75482 | 903-885-8041 |
| Laura Sandlin | Chief Probation Officer | Hunt County | 2700 Johnson Street, Greenville, TX 75401 | 903-455-8555 |
| Darrell W. Bruce | Chief Probation Officer | Lamar County | 4315 Bonham Street, Suite B, Paris, TX 75460 | 903-737-2460 |
| Brian Swick | Chief Probation Officer | Limestone & Freestone Counties | 908 N. Tyus Street, Groesbeck, TX 76642 | 254-729-3569 |
| Melanie Hyder | Chief Probation Officer | Navarro County | 315 W. 3rd Avenue, Corsicana, TX 75110 | 903-654-3070 |
| Fay Terry | Chief Probation Officer | Rusk County | 122 N. Calhoun Street, Henderson, TX 75652 | 903-657-0372 |
| Veronica Berry | Chief Probation Officer | Shelby County | 200 San Augustine Street, Center, TX 75935 | 936-598-4587 |
| Ross Worley | Chief Probation Officer | Smith County | P.O. Box 1257, Tyler, TX 75710 | 903-535-0850 |
| Brian Clayton | Chief Probation Officer | Titus, Camp, Morris & Marion County | 100 West 1st Street, Suite 400, Mt. Pleasant, TX 75455 | 903-577-6737 |
| William McGee | Chief Probation Officer | Upshur County | P.O. Box 637, Gilmer, TX 75644-5644 | 903-680-8116 |
| Robert Colacino | Chief Probation Officer | Van Zandt County | 323 E. Garland Street, Grand Saline, TX 75140 | 903-962-6292 |
| Melanie Whitehurst | Chief Probation Officer | Wood County | P.O. Box 727, Quitman, TX 75783-0727 | 903-763-5772 |

Exhibit E

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Northeast Texas Juvenile Chiefs Association

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Exempt Organization 509(a)(2)

5 Address (number, street, and apt. or suite no.) See instructions.

301 West Madison Street

6 City, state, and ZIP code

Clarksville, Texas 75426

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

8 0 - 0 4 6 2 0 0 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Sherry L. Daniel

Date ► **8/19/2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Hilton Contract



2055 Summer Lee Drive
Rockwall TX 75032
214-771-3700 (T)
214-771-3701 (F)

The following represents an agreement between Northeast Texas Juvenile Chiefs Association and Hilton Dallas/ Rockwall Lakefront:

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: Northeast Texas Juvenile Chiefs Association
NAME OF EVENT: 2020 Annual Juvenile Chief's Conference
CONTACT: Angie Scalf
TITLE: Director
ADDRESS: Rockwall, TX, 75087
PHONE: 972-204-7450
EMAIL: ascalf@rockwallcountytexas.com

IDENTIFICATION

The Hilton Dallas/ Rockwall Lakefront will be identified as "Hotel" and Northeast Texas Juvenile Chiefs Association will be identified as "Group" hereunder.

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and the Group agrees that it will be responsible for utilizing, a minimum of 390 ("Total Room Nights") as follows:

| Date of Room Block | Standard King or Double Queen Rooms |
|---------------------|-------------------------------------|
| Saturday 02/22/2020 | 30 |
| Sunday 02/23/2020 | 120 |
| Monday 02/24/2020 | 120 |
| Tuesday 02/25/2020 | 120 |

GROUP ROOM RATES

Hotel's non-commissionable rates are as follows:

| Room Type | Room Rate |
|-------------------------------------|-----------|
| Standard King or Double Queen Rooms | \$120.00 |

 Initial

Hotel room rates are subject to applicable state and local taxes (currently 13%) in effect at the time of check in. All guestrooms are non-smoking and a \$250.00+ fee is assessed for smoking in a non-smoking room. Group room rates are available for Saturday, February 22, 2020 - Thursday, February 27, 2020.

CONCESSIONS

Hotel agrees to provide Group with the following concessions:

(Concessions supersede the standard agreement)

- 80% Attrition
- 10% discount off A/V pricing when using onsite vendor PSAV (excludes labor)
- Meeting room rental waived with met food and beverage minimum of \$12,000++
- Complimentary King Suite for dates of 2/23- 2/25
- Guaranteed 2019 menu pricing
- Guaranteed 24% service charge
- Complimentary self-parking at the hotel ; 50% discount off of valet parking services
- 1 per 50 comp rooms

PARKING SPECIAL SERVICES

Valet parking is available for \$15.00+ per car overnight or \$7.00+ per day for day meeting attendees.

HILTON HONORS POINTS

Hilton Honors Meeting Planner Event Points can be awarded to any designated Hilton Honors Member. The program awards one point per dollar spent, before tax and service charge, for contracted food and beverage and guest rooms that are billed to the master account. Please fill in the information below appointing the member that will be receiving the points for this contracted program.

The hotel will provide HHonors® Meeting Planner points to:

| | |
|------------------------------|------------|
| Name of Hilton Honors Member | [REDACTED] |
| Hilton Honors Number | [REDACTED] |

Hilton Honors Meeting Planner Event Points are posted once the program is complete and the programs final balance had been paid. Please allow up to 8 weeks from the date of submission for the points to reflect on the Hilton Honors account. Hilton Honors Meeting Planner Event Points do not apply guest rooms that are billed individually. They also are not awarded for AV charges, meeting room rental or to any food or beverage that is purchased from the hotel outlets.

 Initial

METHOD OF RESERVATIONS & PAYMENT

Reservations for the Event will be made by individual call in.

- Individuals are responsible for their own room, tax and incidental charges*.

Our check-in time is 3:00 PM; check-out time is 12:00 PM. All guests arriving before 3:00 PM will be accommodated as rooms become available. We can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

*Please note that individuals who are responsible for their own incidental charges will be required to provide a credit card at check in which will be authorized for up to \$50.00 per night. Individuals who use a Debit Card should ensure they have sufficient funds in their account to cover the \$50.00 per night hold.

GUARANTEED RESERVATIONS

For groups that are Individual Call In, reservations must be accompanied by a first room night deposit or guaranteed with a major credit card. For groups that provide a rooming list, reservations will be guaranteed to the master account. Cancellations will be accepted up to 24 hours prior to arrival. If the reservation is no longer required and is not cancelled prior to this time, the reservation will be released and subsequent room and tax charges will be billed to the form of payment on file.

CUT OFF DATE

Reservations by attendees must be received on or before Friday, January 31, 2020 (the "Cut-Off date").

At the Cut-off date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space-and-rate available basis at the group rate after this date.

Release of rooms for general sale following the Cut-off date does not affect the Group obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

GUEST ROOM ATTRITION

The Total Sleeping Room Nights Reserved under this Agreement will generate \$46,800.00 in revenue for Hotel ("Anticipated Sleeping Room Revenue"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages. Such damages will occur because Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine.

The parties agree that the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, the parties agree that if the contracted Event is held

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as scheduled, Hotel will not seek damages for Group's failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of 80% of the Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 80% of the Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

CREDIT CARD PAYMENT

All master account charges are to be paid by credit card. Hotel accepts American Express, Master Card, Visa, Diners Club or Discover Card, for master account payments. Upon Contract signature, Group will provide Hotel with a credit card to which all master account charges will be charged. Full pre-payment of all estimated charges will be posted to the credit card 72 hours prior to the first day of the function. Any remaining balance or overpayment will be charged or refunded within 3 business days after receipt of the final bill. In the event any charges are disputed, you agree that Hotel may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

DIRECT BILLING

Direct Billing may be established with us for this event. Please complete the enclosed Direct Billing application and return it along with the signed contract. Processing of Direct Bill applications takes 30 days. If your event takes place within 30 days of contract signature, Direct Billing privileges will not be available. If the application is not approved, you agree that the bill is to be paid by company check, certified check or wire transfer for the entire estimated charges 5 days in advance of arrival. The Hotel reserves the right to require advance payments or deposits of all or part of your estimated charges if your credit status changes after initial credit approval.

On receipt and approval of the Direct Billing application, a master account will be set up for this event. All charges posted to your master account should be approved in writing by you or your authorized designee. 25% of the master account will be due as a deposit with the signed contract. We accept all major credit cards and company checks as payment for advanced deposits.

With Direct Billing approval, you agree that the master account will be fully paid within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month, or the highest rate permitted by law, until paid.

ADVANCED PAYMENT/DEPOSIT POLICY

Whether Group elects to pay by Direct Bill or Credit Card, a non-refundable advance deposit of \$3,000.00 will be required at the time of a signed contract. Deposit is payable via company check, credit card or certified funds.

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A valid credit card is required with the signed contract, please fill out the authorization form on the last page of this document.

TAX EXEMPTION

Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and provides all documentation required by the applicable jurisdiction to substantiate said exemption, group to provide these documents a week before the first day of the conference . Indicate Group's tax exemption status below by checking the appropriate box:

☐ Group is not exempt from taxes

☒ Group is exempt from taxes. Please indicate which tax or taxes Group is exempt from:

It is the Group's sole responsibility to provide tax exemption documentation at the time of contract signature. Failure to do so will result in all applicable taxes being charged to Group. Hotel cannot make any adjustments to taxes once they have been posted.

FUNCTION SPACE

| Date | Start Time | End Time | Function | Room | Setup | Agr |
|-----------|------------|----------|-----------------|-------------------|-----------------|-----|
| 2/23/2020 | 5:30 PM | 7:00 PM | General Session | The Pergola | Crescent Rounds | 150 |
| 2/23/2020 | 7:00 PM | 10:00 PM | Reception | The Pergola | Flow | 150 |
| 2/24/2020 | 8:30 AM | 4:30 PM | General Session | Parlor A-B-C-D | Crescent Rounds | 150 |
| 2/24/2020 | 8:30 AM | 4:30 PM | Exhibits | Compass Rose | | |
| 2/24/2020 | 8:30 AM | 4:30 PM | Exhibits | Prefunction North | | |
| 2/24/2020 | 8:30 AM | 4:30 PM | Office | Clipper | | |
| 2/25/2020 | 8:30 AM | 4:30 PM | Office | Clipper | | |
| 2/25/2020 | 8:30 AM | 4:30 PM | Exhibits | Prefunction North | | |
| 2/25/2020 | 8:30 AM | 4:30 PM | Exhibits | Compass Rose | | |
| 2/25/2020 | 8:30 AM | 4:30 PM | General Session | Parlor A-B-C-D | Crescent Rounds | 150 |
| 2/26/2020 | 8:30 AM | 12:00 PM | General Session | Parlor A-B-C-D | Crescent Rounds | 150 |
| 2/26/2020 | 8:30 AM | 12:00 PM | Exhibits | Compass Rose | | |
| 2/26/2020 | 8:30 AM | 12:00 PM | Exhibits | Prefunction North | | |
| 2/26/2020 | 8:30 AM | 12:00 PM | Office | Clipper | | |

 Initial

Function rooms are assigned according to the estimated attendance. Times, setup, and attendance are estimates. Final details will be determined while coordinating the event closer to the event date and confirmed within the Banquet Event Orders.

Room rental is subject to 6.00 % tax and 24.00% taxable service charge.

Audio Visual prices are subject to 8.25% sales tax and 24.00% taxable service charge.

Food and Beverage and all miscellaneous fees are subject to 8.25% tax and 24.00 % taxable service charge.

FOOD AND BEVERAGE MINIMUM

The guestroom rates and concessions outlined are based on Company's guaranteed expenditure of a minimum of \$12,000.00 in organized food and beverage, excluding taxes, gratuities and service charges (Minimum Food and Beverage Revenue).

Should you fall short of this Minimum Food and Beverage Revenue whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine. Therefore, you agree that you will pay the Hotel the amount equal to the difference between the guaranteed Minimum Food and Beverage Revenue and the actual amount achieved as liquidated damages, plus applicable taxes. You agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

FOOD & BEVERAGE DATES TO REMEMBER

- ☐ Final Menu Due Date **Saturday, February, 1, 2020**
- ☐ Signed Banquet Event Orders due **Saturday, February, 8, 2020**
- ☐ Final Count Due Date **Monday, February, 17, 2020 (5 business days prior to event)**

BANQUET EVENT ORDER/GUARANTEE

A final Banquet Event Order outlining all details of your event will be finalized no later than **Saturday, February, 8, 2020**. A guarantee with final guest count is due (5) **five business days** prior to your scheduled event. If no guarantee is received, your expected number will become your guarantee. **Once the guarantee is given, the number is no longer subject to reduction.**

ALCOHOLIC BEVERAGES

When special requests are honored for liquor, beer or wine items not carried as regular stock at the Hilton, the guest is then responsible for the total purchased amount of all items not consumed at the function.

The Hotel will require that beverages be dispensed only by the Hotel servers and bartenders. The Hotel's alcoholic beverage license requires the Hotel to (1) request proper identification (photo ID) of any person of questionable age. Hotel reserves the right to refuse alcoholic beverage service if the person is 1) underage 2) proper identification cannot be produced 3) appears intoxicated. The Hilton strictly adheres to the above policies without exception.

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BANQUET ROOM LIABILITY

The Hotel reserves the right to inspect and control all private functions. Liability for damages to the premises will be charged accordingly. Please adhere to the following: No posters or signs can be located in the Hotel Lobby. No Silly String or Confetti may be used. Hotel reserves the right to inspect and control all private functions. Liability for damages to the premises will be charged accordingly to the client. All signs located outside the meeting space must be professionally printed. No handwritten signs will be allowed. Scotch tape, nails, pushpins or potentially damaging fasteners may not be used to hang signs.

THE HOTEL WILL NOT ASSUME ANY RESPONSIBILITY FOR THE DAMAGE OR LOSS OF ANY MERCHANDISE OR ARTICLES LEFT IN THE HOTEL PRIOR TO, DURING AND FOLLOWING YOUR FUNCTION. Guest agrees to be responsible for any damages done to the premises during the period of time the premises are under guest's control or for any independent contractor hired by the guest.

NOISE MITIGATION

Outdoor areas and open spaces where excessive noise may affect other guests have limits regarding the type of entertainment or hours of entertainment allowed. The Pre-function space, Patios and The Pergola are subject to these limitations. Your Conference Services Manager will approve the vendors for these areas and discuss the policy in place.

FOOD AND BEVERAGE

No food or beverage of any kind will be permitted to be brought into the Hotel by the guest, or any other guests or invitees from the outside without prior consent of the Convention Services Department. Food and beverage provided by the Hotel may not leave the premises. All prices are subject to a 24.00% service charge, which is not included in any of the banquet menu pricing unless otherwise stated. A fee of \$125.00++ per chef will apply to any food station in which the Group has requested the services of a chef. A fee of \$125.00++ per bartender (minimum of two required) will be applied for cash bars. A labor charge will be added to all food functions when less required guests (outlined in our menus) is guaranteed.

All banquet checks must be signed by the person in charge or a designated representative at the completion of each function. Any discrepancies in counts or charges should be identified and resolved at that time. In the event the Group vacates premises prior to signing the banquet check, all charges will be charged to the credit card on file or will be billed to guest. Food and beverage provided by the Hotel may not leave the premises.

It is necessary that your menu selection and all detailed arrangements be confirmed no later than three weeks prior to the function. The food and beverage menu items suggested are only a guide to assist us in planning your function, our culinary team will be happy to customize a menu to fit the needs of your guests.

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ASSIGNMENT/CONFIRMATION OF SPACE

The Client agrees to confirm with us the assigned function space prior to printing any materials listing specific event locations. The schedule of events listed indicates space that is held upon signing of this contract by both parties. If for any reason the reserved is not available for your event, you agree to the substitution of space based on comparable, appropriate available space.

Please contact the Hotel at least three weeks prior to the scheduled event to confirm menus, space and details including but not limited to: decorations, entertainment, audio visual needs, beverage service, possible security needs, shipping/mailling and valet requirements. Upon review and approval of your event requirements the Banquet Event Orders (BEO's) will be sent to you to confirm all final arrangements and pricing. These BEO'S must be signed and returned prior to the event and will serve as a part of this agreement.

AUDIO VISUAL NEEDS

All audio visual services will be provided by Presentation Services Audio Visual (PSAV) The Hotel's onsite audio visual provider. Any outside equipment or vendor brought into the Hotel will be subject to fees based on the event space and scope of equipment and labor.

PRICE INCREASES

Menu price increases fees and service fees are subject to industry price increases annually. Unforeseen changes in market conditions may also affect menu price increases.

SHIPPING AND RECEIVING

If it is necessary for you to ship materials to the Hotel, please observe the following instructions to ensure proper handling of your event meeting materials. Each item should be clearly marked with the following:

- Organization name and name of event planner
- Date of event and the name of your Hotel catering contact

Boxed packages and display materials will be accepted no earlier than one day prior to your scheduled event. Please advise your Hotel contact of any special arrangements or requirements concerning your materials. The following shipping and receiving fees will apply:

- \$10.00++ handling fee per box, 0-49lbs (incoming and outgoing)
- \$50.00++ handling fee per box, 50+lbs (incoming and outgoing)
- \$125.00++ handling fee per pallet (incoming and outgoing)
- \$5.00++ storage fee, per box or pallet, per day
- \$3.00+ guestroom delivery fee per item for generic amenity room drops
- \$5.00+ guestroom delivery fee per item for personalized amenity room drops
- \$25.00++ per hour labor charge will be assessed if the Hotel's assistance is required in unloading vehicles and/or moving items to storage areas.

 Initial

The Hotel should be advised of any items over 100 pounds that will be displayed in any function room. All fees will be charged to the Master Account to be paid upon departure. All shipping/postage materials and account information will be the responsibility of the Client and must be arranged prior to the Clients arrival.

Arrangements must be made for prompt return or shipping of material upon conclusion of Event. A \$50.00+ per day storage fee will be assessed for any items remaining in the Hotel's possession 48 hours after the conclusion of event

CANCELLATION

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the total anticipated revenues for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should it cancel its Event for any reason, including changing its meeting site to another hotel, that Group will pay as liquidated damages to the Hotel immediately upon notice of cancellation a percentage of the total minimum revenues anticipated by the Hotel for your Event plus any applicable state and local taxes as required by law, as follows:

| Date of Hotel's Receipt of Cancellation Notice | Amount of Cancellation Damages |
|--|---|
| Cancellation between: date of signing and date of arrival | (100% of rooms revenue + 100% of F&B revenue) \$ \$58,800.00 |

Total Minimum Anticipated Revenue for this Event is \$58,800.00

Room Revenue: \$46,800.00

Banquet Food and Beverage Revenue: \$12,000.00

IMPOSSIBILITY

Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including, but not limited to: acts of God; governmental authority; or declared war in the United States; make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

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DISPUTE RESOLUTION

The parties agree that, subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision.

The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which Hotel is located will be the governing law, and any arbitration award will be enforceable in State or Federal court.

ATTORNEY'S FEES/ COSTS

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate.

The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

INDEMNIFICATION

To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

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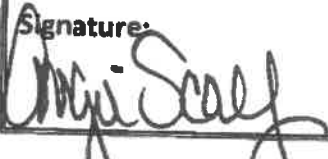


PROMOTIONAL CONSIDERATIONS

Hotel has the right to review and approve any advertisements or promotional materials in connection with Group's Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Home2 Suites by Hilton, Hilton Grand Vacations, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels and the Waldorf Astoria Collection. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

ACCEPTANCE

Please sign and return a copy of this Agreement by July 19, 2019. This Agreement will constitute a binding contract between the parties. The individuals signing below represent that each is authorized to bind his or her party to this agreement.

If this agreement is not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligations under this Agreement. The Hotel and Northeast Texas Juvenile Chiefs Association have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

| | | |
|--|--|--|
| Organization: Northeast Texas Juvenile Chiefs Association | Hotel: Hilton Dallas/ Rockwall Lakefront | Hotel: Hilton Dallas/ Rockwall Lakefront |
| Name: Angie Scalf | Name: Cristina Garcia | Name: Kristine Anagnostis |
| Title: Director | Title: Sales Manager | Title: Director of Sales & Marketing |
| Date: 7/19/19 | Date: 7/19/19 | Date: 7-19-19 |
| Signature:  | Signature:  | Signature:  |

 Initial

Marriott Contract

SpringHill Suites Dallas Rockwall

2601 Lakefront Trail ♦ Rockwall, TX 75032
Phone: (972) 961-5100 ♦ Fax: (972) 961-5101

Group Accommodations (Rooms, F&B and Meeting Space Combined) Contract

GROUP INFORMATION

| | | | |
|----------------|-----------------------------------|--------------------|---------------------------|
| Account Name: | Rockwall County Juvenile Services | Sales Coordinator: | Darcy Gildon |
| Group Name: | Rockwall County Juvenile Services | Address: | 2601 Lakefront Trail |
| Group Contact: | Angie Scalf | | Rockwall, TX 75032 |
| Address: | 915 Whitmore Drive | | |
| | Rockwall, TX 750877 | | |
| Phone: | (972) 204-7450 | Phone: | (972) 961-5106 |
| Fax: | | Fax: | (972) 961-5101 |
| Email: | ascal@rockwallcountytexas.com | Email: | darcy.gildon@marriott.com |

GROUP'S DATES

Sunday, February 23, 2020 - Wednesday, February 26, 2020

ROOM AND RATE INFORMATION

| SpringHill Suites Dallas Rockwall - Texas Juvenile Crime's Summit - USD | | | |
|---|-----------|--------|--------|
| Room Type | Date | Rate | Agreed |
| Standard King Suite | 2/23/2020 | 120.00 | 7 |
| Standard Double Queen Suite | 2/23/2020 | 120.00 | 8 |
| Standard King Suite | 2/24/2020 | 120.00 | 7 |
| Standard Double Queen Suite | 2/24/2020 | 120.00 | 8 |
| Standard King Suite | 2/25/2020 | 120.00 | 7 |
| Standard Double Queen Suite | 2/25/2020 | 120.00 | 8 |

Total Room Nights: 45 Rate: + 13% tax.

TAX EXEMPT STATUS

In order to qualify for tax exemption you must provide the HOTEL with a "Texas Hotel Occupancy Tax Exemption Certificate". This exemption applies only to guest room taxes, not taxes on food and beverage, audiovisual or meeting room rental. A "Texas Sales and Use Tax Exemption Certification" is required for exemption to taxes on food and beverage, audiovisual or meeting room rental. Also note that when paying the charges, tax exemption only applies when the charges are paid for with a check or credit card issued to the tax exempt organization. All other transactions not meeting this payment requirement are taxable.

Reservation Method: Individual Call In. To make reservations, your guests must phone in their reservation requests, to the following number: 888-287-9400. A reservation link will be provided by the hotel. Hotel reserves right to change email address and method of reservation.

FORCE MAJEURE: No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

INSURANCE AND INDEMNIFICATION:

Hotel and Rockwall County Juvenile Services each agree to carry and maintain and provide evidence upon request of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities.

The Hotel must pre-approve all outside contractors and vendors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other requirements the Hotel deems appropriate, in its sole discretion. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules, copies of which are available from the Catering Department. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

MISCELLANEOUS PROVISIONS: In the event of litigation, Texas law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of Texas courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Hotel's General Manager. Group may not assign any benefits associated in any way with this contract without consent of Hotel. No food and beverage of any kind may be brought into Hotel or any hospitality suite by group or its guests.

HOTEL POLICIES: (1) Group agrees that Hotel's Destination Management Department will be permitted to bid on any destination management services which may be part of your program (2) Hotel recommends its in-house A/V department (3) Hotel cannot store materials for group (4) Signs and banners are not allowed in public areas; signs in meeting space must be professionally printed and placement and posting approved by Hotel; nothing may be posted, attached or stuck to walls without permission. Gummed stickers or labels are strictly prohibited.

Technology Contract



Hilton Dallas/Rockwall Lakefront
2055 Summer Lee Dr
Rockwall, TX 75032
Tel: 214-771-3700 5129 Fax: 214-734-9917

Currency: USD Page 1 of 7

Quote # 1702-4781

Rockwall County Juvenile Services
Attn: Angie Scalf
915 Whitmore Drive
Rockwall, TX 75087

| | | | |
|----------------------|--------------------------------|--------------------|---|
| Contact Name: | Angie Scalf | Show Date(s): | 02/23/2020 - 02/26/2020 |
| Contact Phone: | 972-204-7450 | Show Name: | Texas Juvenile Chiefs Summit |
| Email: | ascalf@rockwallcountytexas.com | Show Location: | Hilton Dallas/Rockwall Lakefront |
| Quote No: | 1702-4781 | | 2055 Summer Lee Dr |
| | | | Rockwall, TX 75032 |
| Hotel CS Manager: | Sonja Avramov | Delivery: | 02/23/2020 11:00 PM |
| Hotel Sales Manager: | Christina Garcia | Pickup: | 02/26/2020 11:59 PM |
| | | Conveyance Method: | Pickup |
| | | Billing Method: | Master |

| | Gross | Discount | Complimentary | Ext. Price |
|-----------------------|------------|------------|---------------|-------------------|
| Equipment Rental | \$4,840.00 | \$1,397.55 | \$847.00 | \$2,595.45 |
| Setup Charges | \$1,650.00 | | | \$1,650.00 |
| Subtotal | \$6,490.00 | \$1,397.55 | \$847.00 | \$4,245.45 |
| Service Charge* | | | | \$918.39 |
| Loss Damage Waiver | | | | \$79.86 |
| Tax | | | | \$432.62 |
| Total Estimate | | | | \$5,676.32 |

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of PSAV or employees of any other party.

PSAV

Prepared For: Rockwall County Juvenile Services

Quote No: 1702-4781

Page 2 of 7

Total Estimate: \$5,676.32

Labor (02/23/2020 12:00AM - 02/26/2020 11:59PM)**Billing Ref: JH - Job# 1702-10656****Labor**

| Qty | Item Description | Rate | OT Rate | DT Rate | Days | Reg Hrs | OT Hrs | DT Hrs | Subtotal |
|--|--------------------------|---------|----------|----------|------|---------|--------|--------|-------------------|
| <i>Pergola</i> | | | | | | | | | |
| Sunday, February 23, 2020 | | | | | | | | | |
| 1 | Technician To Set/Strike | \$80.00 | \$120.00 | \$160.00 | | 1.00 | 0.00 | 0.00 | \$80.00 |
| Pergola Subtotal | | | | | | | | | \$80.00 |
| <i>General Session</i> | | | | | | | | | |
| Sunday, February 23, 2020 | | | | | | | | | |
| 2 | Technician To Set | \$80.00 | \$120.00 | \$160.00 | | 4.00 | 0.00 | 0.00 | \$640.00 |
| Wednesday, February 26, 2020 | | | | | | | | | |
| 2 | Technician To Strike | \$80.00 | \$120.00 | \$160.00 | | 3.00 | 0.00 | 0.00 | \$480.00 |
| Monday, February 24, 2020 | | | | | | | | | |
| 1 | On-Site Support | \$75.00 | \$112.50 | \$150.00 | | 2.00 | 0.00 | 0.00 | \$150.00 |
| Tuesday, February 25, 2020 | | | | | | | | | |
| 1 | On-Site Support | \$75.00 | \$112.50 | \$150.00 | | 2.00 | 0.00 | 0.00 | \$150.00 |
| Wednesday, February 26, 2020 | | | | | | | | | |
| 1 | On-Site Support | \$75.00 | \$112.50 | \$150.00 | | 2.00 | 0.00 | 0.00 | \$150.00 |
| General Session Subtotal | | | | | | | | | \$1,570.00 |
| Labor (02/23/2020 12:00AM - 02/26/2020 11:59PM) Subtotal: | | | | | | | | | \$1,650.00 |

The Pergola - Welcome Reception (02/23/2020 5:00PM - 9:00PM)**Billing Ref: JH - Job# 1702-10654****Equipment And Sales**

| Qty | Item Description | Days Billed | Rate | Ext. Price | Discount % | Subtotal |
|---|------------------------------------|-------------|----------|------------|------------|-----------------|
| 1 | Audio Package with Speakers | 1 | \$473.00 | \$473.00 | 58.22% | \$197.60 |
| 2 | 12" 2-Way Powered Speaker | | | | | |
| 2 | Tripod Speaker Stand | | | | | |
| 1 | 10 Channel (4) XLR Compact Mixer | | | | | |
| 1 | Gooseneck Microphone | | | | | |
| The Pergola - Welcome Reception (02/23/2020 5:00PM - 9:00PM) Subtotal: | | | | | | \$197.60 |

PSAV

Prepared For: Rockwall County Juvenile Services

Quote No: 1702-4781

Total Estimate: \$5,676.32

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Parlor A,B,C&D - Lighting (02/24/2020 12:00AM - 02/26/2020 11:59PM)

Billing Ref: JH - Job# 1702-10945

Equipment And Sales

| Qty | Item Description | Days Billed | Rate | Ext. Price | Discount % | Subtotal |
|--|------------------|-------------|---------|------------|------------|-----------------|
| 10 | LED Accent Light | 1 | \$52.00 | \$520.00 | 35.00% | \$338.00 |
| Parlor A,B,C&D - Lighting (02/24/2020 12:00AM - 02/26/2020 11:59PM) Subtotal: | | | | | | \$338.00 |

Parlor A,B,C&D - General Session (02/24/2020 8:00AM - 02/26/2020 1:00PM)

Billing Ref: JH - Job# 1702-10655

Equipment And Sales

| Qty | Item Description | Days Billed | Rate | Ext. Price | Discount % | Subtotal |
|---|--|-------------|----------|------------|------------|-------------------|
| 2 | 7'6"x13'4" Fast Fold Screen - Front Projection | 1 | \$399.00 | \$798.00 | 48.68% | \$409.50 |
| 1 | 7'6"x13'4" Dress Kit Black | | | | | |
| 1 | 7'6"x13'4" Screen Frame | | | | | |
| 1 | 7'6"x13'4" Front Projection Surface | | | | | |
| 2 | LCD Event Proj 4000-6500 Lumen | 1 | \$675.00 | \$1,350.00 | 35.00% | \$877.50 |
| 2 | .79-1.1:1 Zoom Lens for PA550W | 1 | \$170.00 | \$340.00 | | \$340.00 |
| 1 | Lenovo E585 Laptop Computer | 1 | \$200.00 | \$200.00 | 35.00% | \$130.00 |
| 1 | Audio Package with Speakers | 1 | \$809.00 | \$809.00 | 48.66% | \$415.35 |
| 4 | 12" 2-Way Powered Speaker | | | | | |
| 4 | Tripod Speaker Stand | | | | | |
| 1 | 10 Channel (4) XLR Compact Mixer | | | | | |
| 1 | Gooseneck Microphone | | | | | |
| 1 | Passive Direct Box | | | | | |
| 1 | Wireless Handheld Microphone | 1 | \$175.00 | \$175.00 | 35.00% | \$113.75 |
| 1 | Beta 58 Wireless Handheld Mic | | | | | |
| 1 | UHF Wireless Mic Receiver | | | | | |
| 1 | Wireless Lavalier Microphone | 1 | \$175.00 | \$175.00 | 35.00% | \$113.75 |
| 1 | UHF Wireless Mic Receiver | | | | | |
| 1 | UHF Wireless BeltPack & Lav Mic | | | | | |
| Parlor A,B,C&D - General Session (02/24/2020 8:00AM - 02/26/2020 1:00PM) Subtotal: | | | | | | \$2,059.85 |

Job Note:

Client to provide walk in/out music during breaks.

PSAV

Prepared For: Rockwall County Juvenile Services

Quote No: 1702-4781

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Total Estimate: \$5,676.32

| | Gross | Discount | Complimentary | Ext. Price |
|--------------------|------------|------------|---------------|------------|
| Subtotal | \$6,490.00 | \$1,397.55 | \$847.00 | \$4,245.45 |
| Service Charge* | | | | \$918.39 |
| Loss Damage Waiver | | | | \$79.86 |
| Tax | | | | \$432.62 |

Total Estimate

\$5,676.32

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of PSAV or employees of any other party.

Thank you for your business.

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE. This Event Quote will be valid for a period of thirty (30) days from the Quote Date, or until December 31 of the calendar year in which the Event Quote was issued, whichever is earlier ("Acceptance Period"). These terms and conditions ("Terms") govern the provision of equipment, labor, and services to be provided by Audio Visual Services Group, LLC ("PSAV") to the undersigned customer ("Customer") for the event ("Event") at the venue ("Venue") each as specified in the Event Quote (or similar ordering document) to which these Terms are attached. In the event this Event Quote is not accepted, signed and returned to PSAV within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period. PSAV agrees to provide and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Event Quote.

2. ESTIMATE. PSAV developed this Event Quote based upon information provided by the Customer. This Event Quote is only an estimate of equipment and services PSAV will provide in connection with the Event. In the case where Customer requests and PSAV provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Event Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at PSAV's prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Event Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to PSAV prior to billing the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.

3. LABOR RATES. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and PSAV bases them upon prevailing rates and practices at the Venue and of the PSAV business division providing the equipment and services. PSAV developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, PSAV servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Event Quote, PSAV will bill the Customer and will pay for the appropriate prevailing or premium rate for the additional hours worked.

4. SERVICE CHARGES. Service Charges are billed in association with an Event. Service Charges are NOT gratuities that are paid in whole or in part to PSAV (or other) employees in connection with the event and amounts comprising Service Charges are NOT otherwise shared with PSAV employees.

5. EQUIPMENT RATES. Unless otherwise noted, PSAV bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Event Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to PSAV's prevailing rates until Customer returns the equipment.

6. EQUIPMENT HANDLING. PSAV personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by PSAV. Customer will incur additional charges if Customer violates this requirement. Customer permits PSAV free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. PSAV retains all title and rights in and to the equipment and all related accessories.

7. DAMAGE & SECURITY. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by PSAV's negligence. In addition to amounts due to PSAV in connection with the Event Quote, Customer agrees to pay PSAV, upon demand, all amounts incurred by PSAV on account of lost, damaged and stolen equipment, based upon repair costs for reparable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be responsible for rental fees while a PSAV-authorized company repairs or replaces equipment as required. If Customer requires security or PSAV deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

8. EQUIPMENT FAILURE. PSAV maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, PSAV does not warrant or guarantee that the equipment or services PSAV provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify a PSAV representative. PSAV will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that PSAV assumes no responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Event because of inoperable equipment or other service issues.

9. PAYMENT. (a) **Master Account** Following the Event, PSAV may issue Customer an "Event Order" which summarizes all actual charges. If the Venue requires Customer to establish a "Master Account" with the Venue, the Venue will be PSAV's agent for payment. PSAV will invoice the Venue, and the Venue will invoice Customer. Customer will pay the Venue. Customer must notify PSAV prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements. If Customer has established a Master Account, then Customer will make full and final payment to PSAV through such Master Account with the Venue in accordance with the Venue's payment terms; (b) **Direct Bill** – If the Venue is not invoicing Customer through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by PSAV, and must establish credit with PSAV by completing a credit application based on PSAV Credit Terms Approval SOP at least 30 days prior to the first day of the Event or at signing of the Event Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, PSAV may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Event Quote if such date is within 30 days of the first day of the Event. PSAV will credit the deposit received to the final invoice for the Event. PSAV requires Customer to make full and final payment to PSAV within the terms determined by PSAV from Customer's credit application; and (c) **Late Payment** – If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one and a half percent (1.5%) per month or a lesser amount as required by law.

10. CREDIT CARDS. PSAV accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by PSAV. There may be circumstances in which Customer may pay orders over \$50,000 by credit card, but PSAV must approve such payment arrangements in writing in advance.

11. CREDIT CHECK. PSAV reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to PSAV. Should PSAV determine that Customer's credit history is such that PSAV must modify the payment terms included above, Customer agrees to work with PSAV reasonably and in good faith to update the payment terms. Customer specifically authorizes PSAV to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where PSAV determines necessary or desirable, and authorizes PSAV to describe the collateral in such filings in any manner as PSAV determines appropriate. If Customer fails to make payment by the specified payment date, outstanding balances will be subject to late payment charges in an amount equal to one and a half percent (1.5%) per month or a lesser amount as required by law.

12. EVENT CANCELLATION. If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by PSAV 30 days or more before the first day of the

PSAV

Prepared For: Rockwall County Juvenile Services

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Quote No: 1702-4781

Total Estimate: \$5,676.32

Event, no cancellation charges will apply, except for any expenses actually incurred by PSAV, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Event Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Event Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Event Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by PSAV, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred PSAV costs, will be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY PSAV'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO PSAV REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY PSAV OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.

13. CHANGES TO EVENT QUOTE. Customer may request changes to equipment, labor, or services specified in the Event Quote, and the cancellation charges in Section 12 will not apply if Customer signs a revised Event Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Event Quote are not less than ninety percent (90%) of the charges in the original Event Quote. PSAV will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

14. INDEMNIFICATION. Customer and PSAV each hereby forever agree to indemnify, defend, and hold harmless the other for any and all claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless PSAV against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of PSAV's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

15. LIMITATION OF LIABILITY. Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN EVENT QUOTATION AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

16. COOPERATION IN INVESTIGATIONS. PSAV and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during PSAV's performance of the services for Customer. PSAV and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

17. INTELLECTUAL PROPERTY. Customer allows PSAV to use the trademarks, trade names, service marks, and other intellectual property of Customer given by Customer to PSAV for the strict purposes of carrying out PSAV's duties under the Agreement and as otherwise requested by Customer. Further, Customer permits PSAV to include event photos and renderings of set designs and other elements of Customer's event(s) as PSAV may reasonably require in showing current or prospective customers examples of PSAV's work.

18. NO OTHER WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY PSAV ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PSAV DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

19. FORCE MAJEURE. In no event will either party be liable to the other or any third party for any delay or failure in performance under this Agreement due to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or other causes outside of a party's control. The affected party will give notice of the delay and its cause to the other party as soon as practicable following the commencement of such delay.

20. LOSS DAMAGE WAIVER (LDW). If LDW is quoted in the Event Order and is accepted by Customer, then PSAV will waive charges for loss or damage to PSAV-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by PSAV, facility security, insurers, or other authorities; and (2) if PSAV determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

21. MISCELLANEOUS. This Event Quote (including the Terms) will be governed and interpreted in accordance with the laws of the state in which the Event is located. These Terms and the Event Quote (as may be subsequently amended or supplemented as mutually-agreed) are the entire agreement between the parties and supersede any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services, and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or an Event Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind PSAV unless otherwise expressly agreed to by PSAV in a signed writing. Customer agrees that the Event Quote and related documents may be digitally scanned and transmitted to Customer following signing by Customer, and that on acceptance by PSAV of such signed Event Quote in digital, facsimile, or other form, such signed Event Quote in PSAV's possession will be deemed for all purposes to be an executed original.

22. ADDITIONAL TERMS AND CONDITIONS. From time to time, PSAV may also include additional Event-specific terms in an updated Event Quote. When Customer requests additional services, Customer understands and agrees to any additional provisions contained within the updated Event Quote.

*REVISED 5.31.19

PSAV

Prepared For: Rockwall County Juvenile Services

Page 7 of 7

Quote No: 1702-4781

Total Estimate: \$5,676.32

Approved By: _____

Printed On: 11/04/2019 03:37 PM

Prepared By: Justin Hinton

Prepared For: Rockwall County Juvenile Services (Angie Scaf)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Signature as Acceptance of the Proposal and Terms

Date of Acceptance

Conference App

eventscase

Quote

To: Angie Scalf













G1-31119 for Rockwall County Juvenile Services

18th November, 2019

Valid Until: 31st November, 2019

eventscase Quote

QUOTE OVERVIEW

| Product | Description | Total | Product | Description | Total |
|--|---|---------------------|---|---|---------------------|
|  Website | Create fully branded websites with zero coding skills through our modular website editor. Choose from more than 80 available modules-with possibilities for customization to create bespoke and event-centric pages. | NOT INCLUDED |  E-Mail Marketing | Send multi-purpose emailing campaigns to your lists before, during and after your event. Our e-mail marketing tool also syncs with the registration process so you can target non-responsive leads and encourage them to register to your events. | NOT INCLUDED |
|  Registration | Easily take new registrations for both free-to-attend and paid events. Create custom registration forms, delegate categories, tickets, invoices, credit notes, and automatic emails in one place. | NOT INCLUDED |  Badges | You can easily design your own badges with our editor and generate them for different types of attendees using filters and send them multiple times via email to all your attendees, to yourself, or to a unique email address. QR codes can be found on the attendee ticket/badge or on the event app upon arrival. They can be scanned for check in/out to the entire event as well as for specific sessions. You can make a post-event follow up regarding their activity. | NOT INCLUDED |
|  Event App | Provide native apps for Android and iOS to your attendees and boost event engagement. The EventsCase "event app" is an all-time best seller as it allows attendees to view event information, network with other attendees, and even participate in live polling and games among many others. | \$975.00 |  1-2-1 meetings | Maximise attendee networking through the 1-2-1 meeting scheduler and matchmaker. Configure time slots, meeting spaces, and table reservations to make the meeting request process as seamless as possible for your attendees. Get full reporting and analytics | \$475 |
|  Exhibitors Area | . Assign spaces to your exhibitors and allow them to manage their company participation through this tool. Set some parameters depending on the exhibitor type including the number of staff and meetings each exhibitor can have. All company information introduced to the Exhibitor's Area will be synced to other EventsCase products such as the 1-2-1 meeting scheduler and the website | NOT INCLUDED |  Abstracts | Take full control of your call for papers (CFP) or nominations. This tool supports multiple tracks or submission stages. Achieve intended results by providing flexible tools for reviewers with a custom criteria and multiple weighted scores | NOT INCLUDED |
|  Onsite Registration | Help your attendees become self-sufficient during events by allowing them to print their own badges. EventsCase provides an "Onsite Box" which contains a tablet with the pre-installed kiosk app, a printer, and a router. Through the kiosk app, attendees can look for their profiles, and print off sticker labels or badges. The entire kit is preconfigured and ready for immediate use | NOT INCLUDED |  Check-in App | Check people in and out of the entire event or specific sessions and easily generate reports from the backend. With a scanner that scans QR codes in less than a second, and with the possibility to install the app in multiple devices, queues can altogether be avoided. | \$75 |
|  Support Packages | *included: Full access to the Help Center. Additional: Onboarding recommended for your first event. Training (On-line training and On-site training). Additional support on Call Service on out of office hours or Full Service: Set up of all purchased products. Training (during and post set up) and content upload of the first two drafts | *\$375 |  White Label & Security | Your automatic e-mails will be sent from your own company e-mail address domain. Your own web domain for the registration link. Your own branding within your internal EventsCase CMS. Server upgrade and additional security tests. | NOT INCLUDED |

Customisations: Only available upon request. If tailored features are required technical analysis and additional development fees will be applied. Timing and customisations required must be approved by EventsCase technical team. Exempt of VAT

QUOTE TOTAL: \$1,900.00
50% Non-for-Profit Discount Authorised

About Us

Contract

eventscase Quote

EVENT APP

| PACKAGE | PRICE | FEE | QUANTITY | TOTAL |
|---|--------------|---------|----------|--------|
| Set up: Support in the Developer Account creation process | Included | - | - | - |
| One Event App: Your One Event App with your own branding | | | | |
| <350 attendees | \$1,950 | One-off | 1 | 975 |
| 350—1,000 attendees | \$3,500 | | - | - |
| 1,000— 3,000 attendees | \$5,750 | | - | - |
| >3,000 attendees | Upon request | | - | - |
| | | | Subtotal | \$975 |
| | | | VAT | Exempt |
| | | | Total | \$975 |

ONSITE CHECK-IN APP

| PACKAGE | PRICE | FEE | QUANTITY | TOTAL |
|---|-------|-----------|----------|--------|
| EventsCase Onsite Check-in App Works off-line and syncs multiple devices Available for Android and iOS Search attendees easily by any data QR ticket scanner Import/export attendee list through the platforms | \$150 | Per event | 1 | 75 |
| | | | Subtotal | 75 |
| | | | VAT | Exempt |
| | | | Total | \$75 |

1-2-1 MEETING SCHEDULER

| PACKAGE | PRICE | FEE | QUANTITY | TOTAL |
|---|--------------------------------|---------|----------|--------|
| 0 - 500 delegates 500 — 1500 delegates >1,500 delegates | \$950 \$1,695 Contact us | One-off | 1 | 475 |
| | | | Subtotal | 475 |
| | | | VAT | Exempt |
| | | | Total | \$475 |

SUPPORT PACKAGES

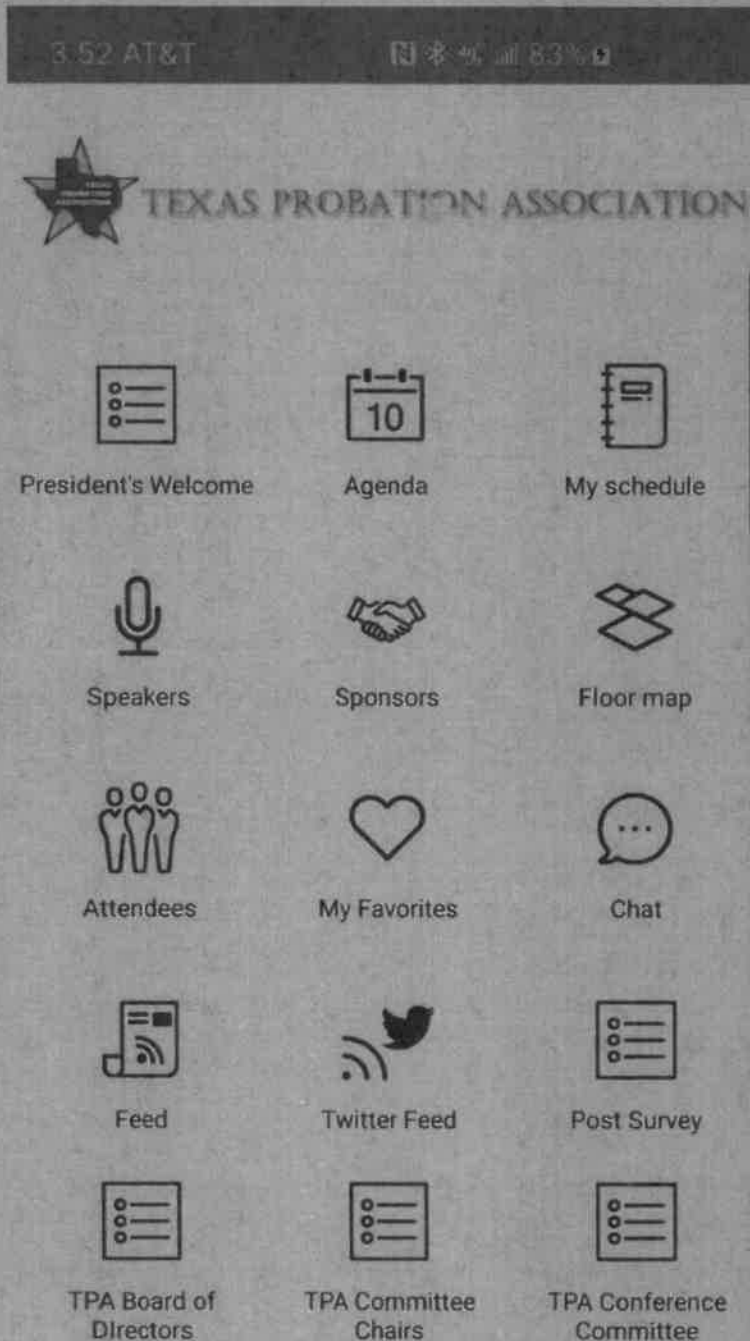
| PACKAGE | PRICE | FEE | QUANTITY | TOTAL |
|--|------------|-----------|----------|--------|
| Onboarding Recommended for your first event. Your Project Manager will assist you setting up your event products to your specifications. <i>*Fee varies depending on the number of contracted products</i> | From \$600 | Per event | 1 | 375 |
| Support Additional Super Users: Full access to the Help Center | \$250 | Monthly | 1 | 0 |
| | | | Subtotal | 375 |
| | | | VAT | Exempt |
| | | | Total | \$375 |

TPA Legislative Conference App Reference Guide

Installation

1. App can be downloaded from the App Store (Apple) or from Google Play (Android). If you search for Texas Probation Association Conference, you will find the App.
2. After installation, login to the app with the username (your email) and password that was emailed to you earlier this week. After logging in the first time, you should not have to enter credentials again. If you did not receive this email, contact Jeremy Tipton at jtipton@taylorcscd.org to get this setup.

Reference Guide



Agenda

- Complete agenda for the conference.
- To see more info about a session, click on it. This will bring up the session description and speaker information. The speaker's Bio can also be accessed from here. Also any speaker provided handouts and the session survey can be found here.
- Click on the heart (Favorite button) to add the session to your "My Favorites".

My Schedule

- All sessions that you have favorited (by clicking the heart button) will show up here.

Speakers

- Alphabetized listing of all speakers.
- To see more info about a speaker, click on it. This will bring up the speaker's Bio. You can also see which sessions they are speaking at.
- Click on the heart (Favorite button) to add the speaker to your "My Favorites".

Sponsors

- See sponsors of the conference.

Floor Map

- Floor map of the conference center.

Attendees

- Listing of all Attendees.
- Click on the heart (Favorite button) to add the attendee to your "My Favorites".
- Click on Chat button to send message to attendee.

My Favorites

- Any attendee, speaker or sponsor that you marked "favorite" will show up here.

Chat

- Direct message any conference attendee.
- Any push notifications can be accessed here as well.

Feed

- Internal social media "wall" for the conference. Feel free to post to this wall.

Twitter Feed

- Tweets with #texasprobation2019 hashtag will show up here.

Post Survey

- Conference Survey. Please enter the survey here or complete the paper version (but please do not do both).

My Profile

- Update your Name, Department, Role (position), etc. from this screen.

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CITY OF ROCKWALL

PLANNING AND ZONING COMMISSION MEMORANDUM

PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

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

TO: Mayor and City Council

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

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

DATE: December 26, 2019

SUBJECT: Request for Voluntary Annexation on Cornelius Road

On December 2, 2019, the City Council adopted *Resolution No. 19-27* directing staff to proceed with the annexation process for a ~41.49-acre tract of land adjacent to Cornelius Road (see *Exhibit A*). This direction came in response to a petition submitted on November 19, 2019 by Barbara Lee (*a resident in the ~41.49-acre tract of land*) indicating that a majority of the property owners in the annexation area supported annexation.

The next step in the annexation process will be for the City Council to hold a public hearing at the special City Council meeting on December 26, 2019. In preparation for this public hearing and based on the annexation requirements outlined in Subchapter C-4, *Annexation of Areas with Population of Less than 200 by Petition*, of Chapter 43, *Municipal Annexation*, of the Texas Local Government Code, City staff sent a letter to all properties within the annexation area notifying the property owners of the time and date of the public hearing. Staff also included a copy of the *Resolution No. 19-27* with the letter. This resolution outlines the City services that will be provided if the annexation effort is successful. Staff has included a copy of the letter that was sent out on December 4, 2019 in the attached packet for the City Council's review. Once this public hearing is complete the following steps will need to be completed:

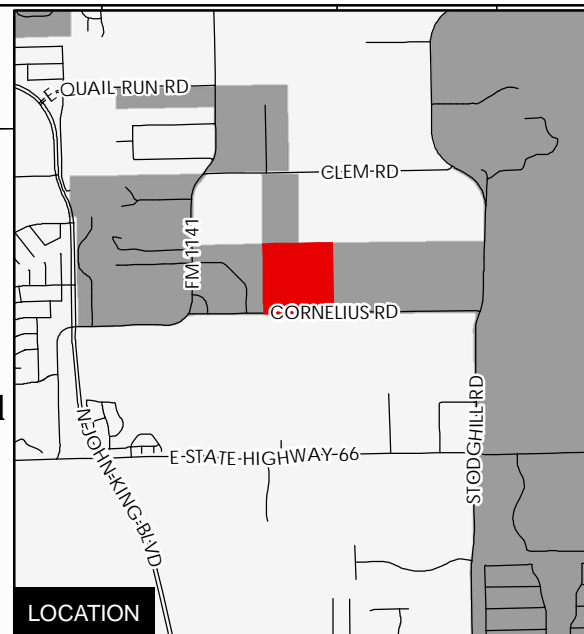
- January 2, 2020: 31-days after the resolution is adopted the municipality may start to collect signatures for the annexation petition from property owners within the annexation area.
- May 30, 2020: 180-days after the resolution is adopted the window for the municipality to collect signatures from property owners within the annexation area ends. If the City obtains the number of signatures on the petition required to annex the area, the City may annex the area after notifying the residents and property owners of the results of the petition.
- June 1, 2020: The City Council will be required to hold a public hearing and the first reading of the annexation ordinance.
- June 15, 2020: The City Council will be required to hold a second public hearing and the second reading of the annexation ordinance.

Staff should note that no action is required by the City Council at the December 26, 2019 public hearing. Staff will be available at this public hearing to answer any questions.

**City of
Rockwall**

County

**City of
Rockwall**

[illegible]

10000 BLOCK OF 1ST AVENUE

| Lot | Owner | Acreage |
|-----|--------------|---------|
| 1 | KELLY | 1.38 ac |
| 2 | CONFIDENTIAL | 0.64 ac |
| 3 | BERGERHOUSE | 0.66 ac |
| 4 | RYLANDER | 0.66 ac |
| 5 | BARTON | 0.66 ac |
| 6 | CANTRELL | 0.66 ac |
| 7 | JAMES | 0.66 ac |
| 8 | SMITH | 0.66 ac |
| 9 | WILSON | 0.68 ac |
| 10 | | |

| | |
|------------------------------|---------|
| MENDOZA / WILKINS 1.59 ac | |
| COUCH 0.68 ac | SU 1, 2 |
| SOUTHALL 0.67 ac | |
| PEOPLES 0.67 ac | |
| EMRA 0.67 ac | |
| RODRIGUEZ 0.67 ac | |
| COOK 0.67 ac | |
| WALKER 0.66 ac | |
| JAMES 0.66 ac | |
| THOMAS 0.69 ac | |

| | |
|------------------|------------------------------|
| GRAVES 3.9 ac | MENDOZA / WILKINS 1 ac |
|------------------|------------------------------|

AREA
8 SF
C

| | |
|-----|---------|
| LEE | 9.61 ac |
|-----|---------|

County

CORNELIUS RD

City of
Rockwall



0 Date: 11/13/2019 300 Feet
GEOGRAPHIC INFORMATION SYSTEMS

**CORNELIUS RD POTENTIAL
VOLUNTARY ANNEXATION**



December 4, 2019

TO: James and Barbara Lee
668 Cornelius Road
Rockwall, TX 75087

FROM: Ryan Miller, AICP, *Director of Planning and Zoning*
City of Rockwall
385 S. Goliad Street
Rockwall, TX 75087

SUBJECT: **Annexation of a ~41.49-Acre Tract of Land Identified as Lots 1-19, Maytona Ranch Estates Addition and Tracts 22-01, 22-02, 22-6 & 22-07 of the W. M. Dalton Survey Abstract No. 72, Rockwall County, Texas**

To Whom It May Concern:

The purpose of this letter is to notify you that in response to the City receiving a preliminary petition for voluntary annexation, the City Council of the City of Rockwall, Texas adopted *Resolution No. 19-27* on December 2, 2019 stating an intent to annex a ~41.49-acre tract of land, which is depicted in the attached map. According to the Rockwall Central Appraisal District (RCAD) you own one or more of the properties located inside the proposed annexation area. According to state law, the City is required to notify you of [1] the process for annexation, [2] provide you notice of the first public hearing, and [3] provide you a list/schedule of City services that will be provided by the City on or after annexation. For your reference, I have included a copy of *Resolution No. 19-27*, which contains a list/schedule of City services that will be provided if a petition for annexation is successful. The City of Rockwall will hold an initial public hearing at 6:00 PM on December 26, 2019 in the City Council Chambers at City Hall, which is located at 385 S. Goliad Street, Rockwall, Texas. Should you not be able to attend this public hearing, two (2) subsequent public hearings will be scheduled after the petition period in accordance with state law.

State law requires all municipalities proposing to annex an area with a population of less than 200 people be subject to the annexation petition requirements of Subchapter C-4, *Annexation of Areas with Population of Less than 200 by Petition*, of Chapter 43, *Municipal Annexation*, of the Texas Local Government Code. Based on this law, in order to annex the area located within the ~41.49-acre tract of land, the City will need to obtain a petition signed by more than 50% of the owners of land in the area. The period that the petition maybe signed will start on January 2, 2020 and run until May 30, 2020, or until the City has obtained the required consent from 50% of the owners of land in the area. If the City is able to secure the necessary consent, the City will be required to [1] provide notice of the results of the petition, and [2] hold two (2) public hearings a minimum of ten (10) days apart prior to adopting an ordinance annexing the area. For reference staff has included a copy of Subchapter C-4 of Chapter 43 of the Texas Local Government Code attached to this letter.

If you have questions concerning this letter, the potential annexation, the petition, or City services please feel to contact me at your convenience by phone at (972) 772-6441 or by email at rmiller@rockwall.com.

Sincerely,

Ryan Miller, AICP
Director of Planning and Zoning
City of Rockwall, Texas

CITY OF ROCKWALL
RESOLUTION NO. 19-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, STATING AN INTENT TO ANNEX A ~41.49-ACRE TRACT OF LAND, WHICH IS MORE SPECIFICALLY DESCRIBED IN EXHIBIT 'A' OF THIS RESOLUTION AND WHICH IS AN AREA THAT IS ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS; AUTHORIZING AND DIRECTING CITY STAFF TO NOTIFY THE EFFECTED PROPERTY OWNERS; AND PROVIDING FOR A DESCRIPTION OF THE SERVICES THAT WILL BE PROVIDED TO THE AREA UPON ANNEXATION.

WHEREAS, in accordance with the requirements of Subchapter C-4, *Annexation of Areas with Population of less than 200 by Petition*, of Chapter 43, *Municipal Annexation*, of the Texas Local Government Code the City of Rockwall is adopting this *Resolution* to state an intention to commence annexation proceedings to annex a ~41.49-acre tract of land identified as Lots 1-19, Maytona Ranch Estates Addition and Tracts 22-01, 22-02, 22-6 & 22-07 of the W. M. Dalton Survey, Abstract No. 72, Rockwall County, Texas -- *which herein after shall be referred to as the "Annexation Area"* --, generally located on the north side of Cornelius Road west of the intersection of Cornelius Road and Stodghill Road [FM-3549], and depicted and described in *Exhibit 'A'* of this *Resolution*; and

WHEREAS, the City Rockwall has received a petition from the majority of the property owners within the *Annexation Area* requesting the area be annexed by the City of Rockwall; and

WHEREAS, the City Council of the City of Rockwall finds that the annexation of the *Annexation Area* is in the best interests of the property owners within the *Annexation Area* and of the residents of the City of Rockwall; and

WHEREAS, the City Council of the City of Rockwall finds that -- *since the petition was not signed by all property owners in the Annexation Area* -- the *Annexation Area* is subject to the newly adopted annexation requirements outlined in Subchapter C-4, *Annexation of Areas with Population of less than 200 by Petition*, of Chapter 43, *Municipal Annexation*, of the Texas Local Government Code; and

WHEREAS, the *Annexation Area* is found to be situated within the City of Rockwall's Extraterritorial Jurisdiction (ETJ), and is adjacent to and adjoining the present boundaries of the City of Rockwall;

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

SECTION 1. RECITALS. The above recitals are found to be true and correct and they are incorporated as findings of the City Council for all purposes.

SECTION 2. INTENT. The City of Rockwall intends to annex the *Annexation Area* being a ~41.49-acre tract of land identified as Lots 1-19, Maytona Ranch Estates Addition and Tracts 22-01, 22-02, 22-6 & 22-07 of the W. M. Dalton Survey, Abstract No. 72, Rockwall County, Texas.

SECTION 3. ANNEXATION AREA. The *Annexation Area* is more specifically depicted and described in *Exhibit 'A'* of this resolution.

SECTION 4. NOTIFICATION. The Director of Planning and Zoning is hereby directed to provide notice to all property owners within the *Annexation Area* within seven (7) days of the adoption of this resolution. Said notices shall include:

- (1) Notice of the public hearing required by V.T.C.A., Local Government Code §43.0684.
- (2) An explanation of the 180-day petition period described by V.T.C.A., Local Government Code §43.0685.
- (3) A signed copy of this resolution with contains description, list, and schedule of services to be provided by the municipality in the area on or after annexation as provided by V.T.C.A., Local Government Code §43.0682.

SECTION 5. SERVICES. A description of the services that will be provided by the City of Rockwall upon annexation is outlined in Exhibit 'B' of this resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately following its passage and approval by the City Council.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
ON THIS THE 2ND DAY OF DECEMBER, 2019.**

APPROVED:

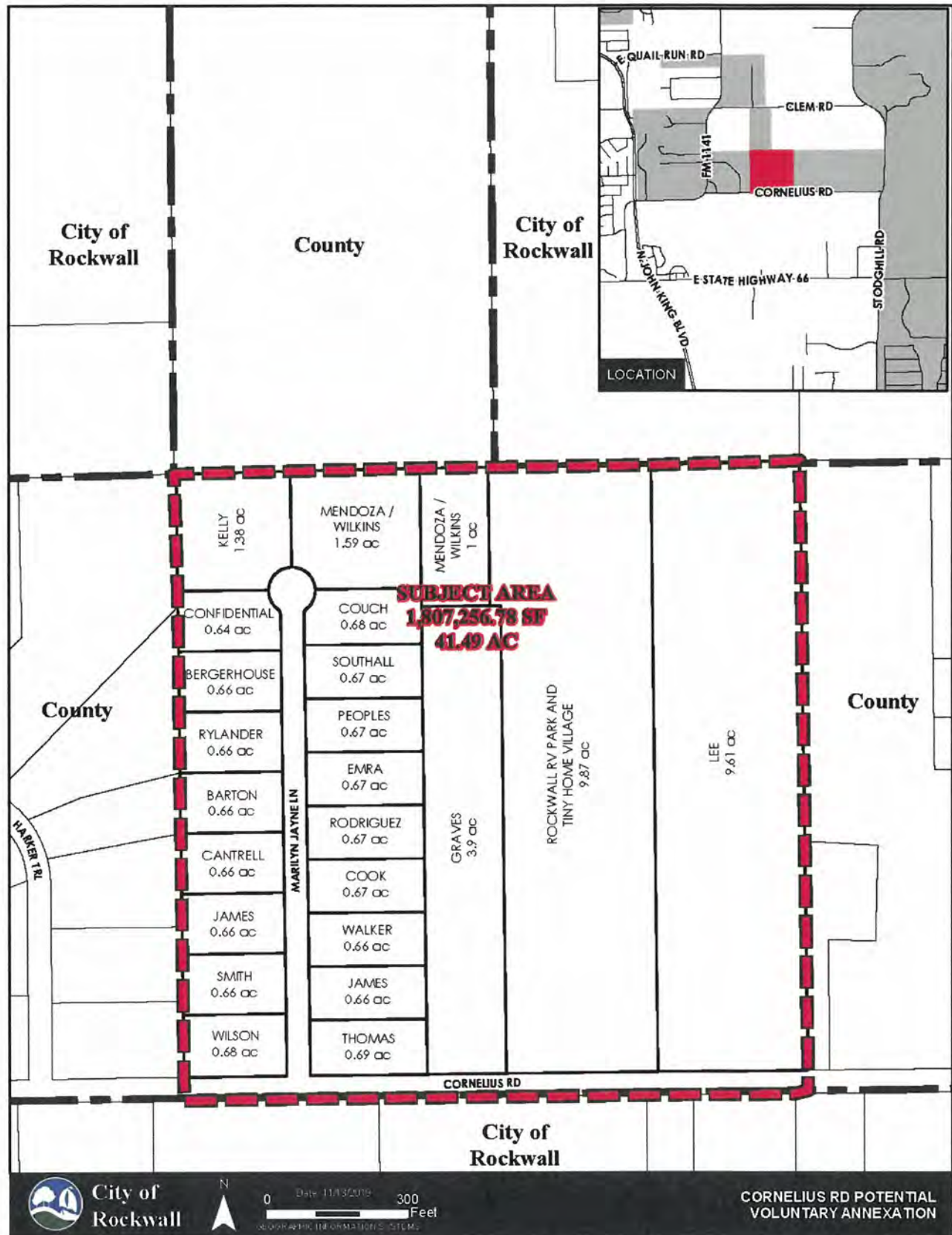
Dana R Macalik - for
Jim Pruitt, Mayor

ATTEST:

Kristy Cole
Kristy Cole, City Secretary



*Exhibit 'A':
Annexation Area*



*Exhibit 'B':
Description of Municipal Services*

Municipal Services. Municipal services to the acreage described above shall be furnished by or on behalf of the City of Rockwall, Texas, at the following levels and in accordance with the following schedule:

(A) Police Services.

- (1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided within 60-days of the effective date of annexation.
- (2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to continue to furnish this area the level of police services consistent with police services available in other parts of the City with land uses and population densities similar to those projected in the annexed area.

(B) Fire Services.

- (1) Fire protection by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area within 60-days of the effective date of annexation.
- (2) As development and construction commences within this area, sufficient fire personnel and equipment will be provided to continue to furnish this area the level of fire services consistent with fire service available in other parts of the City with land uses and population densities similar to those projected in the annexed area.

(C) Health and Code Compliance Services.

- (1) Enforcement of the City's health ordinances and regulations including, but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel. Complaints of ordinance or regulation violations within this area will be responded and investigated by existing personnel beginning with the effective date of the annexation ordinance.
- (2) The City's building, plumbing, electrical, gas heating, air conditioning and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- (3) The City's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.
- (4) All inspection services furnished by the City of Rockwall, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance. Any property owner or his/her assigns who in good faith has a new building or structure, as defined in the Comprehensive Zoning Ordinance, under construction on the effective date of annexation shall be exempted from these inspections for that building or structure under construction for a period of one year from the effective date of annexation. For the purpose of this ordinance "under construction" shall mean any work that requires a building permit from the City of Rockwall.
- (5) As development and construction commence within this area, sufficient personnel will be provided to continue to furnish this area the same level of Health and Code compliance services as are furnished throughout the City.

(D) Planning and Zoning Services

*Exhibit 'B':
Description of Municipal Services*

- (1) The planning and zoning jurisdiction of the City will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Comprehensive Plan, Unified Development Code (UDC) [i.e. *Zoning Ordinance*], and Municipal Code of Ordinances.

(E) *Recreation and Leisure Services*

- (1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the City beginning with the effective date of the annexation ordinance.
- (2) Existing parks, playgrounds, swimming pools and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the City, be maintained and operated by the City of Rockwall.

(F) *Solid Waste Collection*

- (1) Solid waste collection shall be provided to the property owner in accordance with existing City policies as to frequency and charges, beginning on the effective date of annexation except for properties that are served by a privately-owned solid waste management service provider. Such properties will be allowed to continue private service for a period of two (2) years from the effective date of annexation at which time the property will be required to begin service with a franchised solid waste contractor within the City of Rockwall.

(G) *Streets*

- (1) The City of Rockwall's existing policies with regard to streets, roads and street/roadway lighting maintenance, applicable throughout the entire City, shall apply to this property beginning immediately as of the effective date of the annexation ordinance.
- (2) As development, improvements or construction of streets to the City standards commence within this property, the policies of the City of Rockwall with regard to impact fees and participation in the cost thereof, acceptance upon completion, and maintenance after completion, shall apply.
- (3) The same level of maintenance shall be provided to public streets and roadways within this property that have been accepted by the City of Rockwall as is provided to like City streets and roadways throughout the City.

(H) *Water Services*

- (1) Connection to existing City water mains for water services for domestic, commercial and industrial use within this property will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinance for such services throughout the City.
- (2) Water mains of the City will be extended in accordance with provisions of the Municipal Code of Ordinances and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise available in other parts of the City with topography, land uses, population densities similar to those

*Exhibit 'B':
Description of Municipal Services*

reasonably contemplated or projected in the annexed area.

- (3) Water mains which are within the annexed area and are owned and operated by the City shall be maintained beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- (4) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the City.

(I) Sanitary Sewer Services

- (1) Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with the existing City policies. Upon connection, sanitary sewage service will be provided at rates established by City ordinances for such services throughout the City.
- (2) Sanitary sewer mains and/or lift stations which are within the annexed area and are connected to City mains shall be maintained by the City of Rockwall beginning with the effective date of the annexation ordinance or upon acquisition by the City.
- (3) Sanitary sewer mains of the City will be extended in accordance with the provisions of the Municipal Code of Ordinances and engineering standards and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations and will be provided as otherwise available in other parts of the City with topography, land uses, and population densities similar to those reasonably contemplated or projected in the area.
- (4) Previously granted exceptions to the requirements of connections to the City's sanitary sewer treatment system or Off-Site Sanitary Sewer Facilities (OSSF) constructed prior to annexation shall be continued until such alternate systems are determined to no longer function to meet the sanitary sewer needs of the subdivision granted the exception or for systems installed prior to annexation.

(J) Public Utilities.

- (1) Other public utilities will be provided by the City's franchisee or a provider holding a Certificate of Convenience and Necessity (CCN) issued by the state to serve that area.

(K) Miscellaneous.

- (1) General municipal administration services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.

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