

City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006



WORKSESSION & REGULAR MEETING

Tuesday, May 21, 2013

5:45 PM

CITY HALL, 2nd Floor

City Council

Mayor Matthew Marchant
Mayor Pro Tem Jeff Andonian
Deputy Mayor Pro Tem Kevin Falconer
Councilmember Anthony Wilder
Councilmember Doug Hrbacek
Councilmember Bob Garza
Councilmember Terry Simons
Councilmember Lisa Sutter

*****PRE-MEETING / EXECUTIVE SESSION*******5:45 P.M. – COUNCIL BRIEFING ROOM**

1. Mayor and Council reports and information sharing.
2. Receive **supplemental staff information** and responses to questions.
3. Council will convene in Executive Session pursuant to Texas Government Code:
 - **Section 551.071** for private consultation with the City Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the City Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the City Council.
 - Discuss Camelot Landfill Application
 - **Section 551.072** to discuss certain matters regarding real property.
 - **Section 551.074** to discuss personnel matters.
 - Appointment of Municipal Judges
 - **Section 551.076** to discuss security matters.
 - **Section 551.087** to discuss Economic Development.
4. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

*****WORKSESSION*****

5. Discuss Centennial Celebration.
6. Discuss Metrocrest Leadership Academy Applications.

*****REGULAR MEETING 7:00 PM*******INVOCATION****PLEDGE OF ALLEGIANCE****PRESENTATIONS**

7. Present A Proclamation Declaring May 19-25, 2013 As National Public Works Week.

PUBLIC FORUM

8. Hearing of any citizen/visitor on items not listed on the regular meeting agenda. Citizens wishing to address the Council regarding items on the posted agenda will be called to speak during the Council's consideration of

such items. Citizens/visitors should complete an appearance card located on the table at the entrance to the City Council Chambers. Speakers must address their comments to the presiding officer rather than to individual Council members or staff; Stand at the podium, speak clearly into the microphone and state your name and address prior to beginning your remarks; Speakers will be allowed between 2 and 5 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations will not be permitted; No placards, banners or signs will be permitted in the Chambers or in any other room in which the council is meeting. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

CONSENT AGENDA

*(*All items marked with a single asterisk are part of a Consent Agenda and require no deliberation by the Council. Each Council member has the prerogative of removing an item from this agenda so that it may be considered separately. Contracts and agreements are available in the City Secretary's Office.)*

MINUTES

- *9. Consider Approval Of The May 7, 2013 Regular Meeting Minutes.

BIDS & PURCHASES

- *10. Consider Authorizing The City Manager To Enter Into A Purchase Contract For 2.12 Acres Of Land, 1501 E. Crosby Road Carrollton, Tx., Being Lot 1, Block 1, Riney And Price Phase 3 Addition To The City Of Carrollton, Dallas County, Texas.
- *11. Consider Approval Of Bid #13-018 RFP For Design, Fabrication And Delivery Of Wayfinding Signage, Poles And Accessories For Public Works From Walton Enterprises In An Amount Not To Exceed \$155,000.00.

CONTRACTS & AGREEMENTS

- *12. Consider Authorizing The City Manager To Approve A Contract With Ratliff Hardscape, Ltd. For The Old Denton Road Brick Screening Wall Project In An Amount Of \$85,462.31.
- *13. Consider Authorizing The City Manager To Approve A Contract With Shirley & Sons Construction Company For The Country Place Pond Dredging Project In An Amount Of \$356,927.50.
- *14. Consider Authorizing The City Manager To Approve A Contract With Jacobs Engineering Group For The TOD Transportation And Parking Study Update In An Amount of \$149,996.00.

- *15. Consider Authorizing The City Manager To Approve A Contract With The City Of Dallas For Wholesale Treated Water For A Term Of 30 Years.

RESOLUTIONS

- *16. Consider A Resolution Authorizing The City Manager To Approve A Contract To Renew Services For Merchant Credit Card Processing Services With Fifth Third Bank In An Amount Not To Exceed \$250,000 Annually.
- *17. Consider A Resolution Establishing Neighborhood Empowerment Zones.
- *18. Consider A Resolution Authorizing Sale Of Foreclosed Property (Lot 2 of Advanced Car Wash - Rosemeade Addition).
- *19. Consider A Resolution Authorizing The City Manager To Enter Into An Interlocal Agreement With Dallas County To Provide Communication Equipment Repair And Related Services.

OTHER BUSINESS

20. Consider A Resolution Appointing An Associate Municipal Court Judge.
21. Consider A Resolution Appointing A Municipal Court Judge.
22. Consider A Resolution Appointing An Assistant Municipal Court Judge.

ADJOURNMENT

CERTIFICATE - I certify that the above agenda giving notice of meeting was posted on the bulletin board at the City Hall of Carrollton, Texas on the 17th day of May 2013 at 12:00pm.

Laura M. Bell, Deputy City Secretary

This building is wheelchair accessible. For accommodations or sign interpretive services, please contact City Secretary's Office at least 72 hours in advance at 972-466-3021. Opportunities and services are offered by the City of Carrollton without regard to race, color, age, national origin, religion, sex or disability.



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo

File Number: 0788

Agenda Date: 5/21/2013

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 5.

CC MEETING: April 2, 2013

DATE: March 26, 2013

TO: Leonard Martin, City Manager

FROM: Sheri Chadwick, Marketing Director

Discuss Centennial Celebration.



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo File Number: 0861

Agenda Date: 5/21/2013

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 6.

CC MEETING: May 21, 2013

DATE: May 16, 2013

TO: Leonard Martin, City Manager

FROM: Ashley D. Mitchell, Administrative Services Director

Discuss **Metrocrest Leadership Academy Applications.**

BACKGROUND:

In 2012, Council decided to help with scholarships for those citizens who want to participate in the Metrocrest Leadership Academy. Council selects 2 citizens from applications received and funds half the program cost.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests Council select 2 citizens from the attached applications.

1. Contact Information

Name: - Sandee Treptow

Company: - Reliant, an NRG company

Address:

City/Town: - Carrollton

State: - TX

ZIP: - 75007

Email Address: -

2. How long have you lived in Carrollton?

almost 13 years

3. Are you currently on a City of Carrollton Board or Commission?

No

4. If so, what Board or Committe are you a member of?

No Response

5. Please tell us why you feel you would be a good candidate for this scholarship.

First of all I will admit up front – my literary skills are not my forte. Give me a math problem any day. At my job, I am fortunate to work with Chambers and Trade Associations. Through my involvement on several Boards that I participate, I have gotten insight on how valuable understanding the inner workings of Cities and Businesses are to a growing Community, and to how important it is to work together. After my year in North Texas Commission Leadership, I realized that in all my involvements, I was not exposed/connected to my own Community. I feel it's important to be active in your community and not just sit by. For instance, I was tired of listening to parents criticize the school and teachers yet didn't spend the time to understand the challenges and how they can help the process, which would help their child. I choose not to be one of those parents. I wanted to make sure I was involved in my child's school. I have an expectation of the type of education she should get yet; I had no true concept of the day to day process. I volunteer as often as my schedule allows. I am the Room Mom for my daughter's class and serve on the PTA Board as the Hospitality Chairman. I believe in being a good citizen and the proof in a way is that I spent my Daughter's birthday last year in Jury Duty. Time is something there never seems to be enough of, so I appreciate the entire City Council for the time they commit to make our City a safer, thriving community. I hope for the opportunity to find out more about the City I choose to call home and how I might be a larger part of it.

1. Contact Information

Name: - Glen A. Blanscet

Address: -

City/Town: - Carrollton

State: - TX

ZIP: - 75007

Email Address: -

2. How long have you lived in Carrollton?

28 years

3. Are you currently on a City of Carrollton Board or Commission?

Yes

4. If so, what Board or Committee are you a member of?

Planning and Zoning Commission

5. Please tell us why you feel you would be a good candidate for this scholarship.

I understand that, when the city provides a scholarship to an individual for this program, the city is making an investment in an individual that it believes will pay it back through his or her ongoing and future commitment and service to the city. With that understanding, I feel that I am a good candidate for the scholarship for several reasons: (1) I have lived in Carrollton for a quarter. It has been my home, where I have committed almost half of my life. (2) I have been involved in the life of the city in various capacities for almost all of those years. I have actively served the community through involvement in my church, when coaching Little League baseball, and by serving as a past member of the Board of Directors and as President of the Senior Adult Services. I am currently serving the community as a member of Baylor Medical Center of Carrollton's Board of Managers and also as a member of the Planning and Zoning Commission. I believe I have evidenced my willingness and availability to give back to our community, and I remain willing and available to continue to do so. (3) I desire to know more about our community and to understand the unique aspects of the Metrocrest area. With that increased understanding, I believe that I can be more effective in the service I provide to the community. I look forward to learning the increased leadership skills that this program offers and "paying them forward" as I have opportunities to serve my City in the future. I am deeply appreciative of your consideration of my application for this scholarship.

1. Contact Information

Name: - Margot Diamond

Company: - Staton Corporate & Casual

Address: -

City/Town: - Carrollton

State: - TX

ZIP: - 75007

Email Address: -

2. How long have you lived in Carrollton?

15 years

3. Are you currently on a City of Carrollton Board or Commission?

Yes

4. If so, what Board or Committe are you a member of?

Capital Improvement Plan Advisory Committee

5. Please tell us why you feel you would be a good candidate for this scholarship.

I was also on the Traffic Advisory Committee from 2008 - 2010. I have been a resident of Carrollton, TX since 1998 (when I relocated with my spouse from New York.) I have been interested in government since moving to this community and enjoyed participating in Government Academy. In addiiton, I have been working in the corporate world since 1987 (with a few years break when I both my daughters were small) I believe its important for residents to be able to speak their opinions. I also have an MBA in Business Policy and International Policy from City University of New York.

1. Contact Information

Name: - Travis Gordon Coleman

Company: - Mary Kay

Address: -

City/Town: - Carrollton

State: - TX

ZIP: - 75007

Email Address: -

2. How long have you lived in Carrollton?

8 years

3. Are you currently on a City of Carrollton Board or Commission?

Yes

4. If so, what Board or Committee are you a member of?

Traffic Advisory Commission

5. Please tell us why you feel you would be a good candidate for this scholarship.

I want to make the City of Carrollton become one of the states and/or nations best cities. I will provide a strong leadership ability that would help the future of Carrollton, TX The opportunity that presents itself will only benefit me in achieving my goal of becoming a City Council member.



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo

File Number: 0842

Agenda Date: 5/21/2013

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentation

Agenda Number: 7.

CC MEETING: May 21, 2013

DATE: May 13, 2013

TO: Leonard Martin, City Manager

FROM: Robert Kopp, Director of Public Works

Present A **Proclamation Declaring May 19-25, 2013 As *National Public Works Week*.**

BACKGROUND:

This agenda item is to declare the week of May 19-25, 2013 as “National Public Works Week” (NPWW). Instituted as a public education campaign by the American Public Works Association in 1960, NPWW calls attention to the importance of public works in community life. The Week seeks to enhance the prestige of the often-unsung heroes of our society - the professionals who serve the public good every day with quiet dedication. This year’s theme is “Because of Public Works...”.

City of Carrollton, Texas

PROCLAMATION

WHEREAS, the City of Carrollton Public Works department manages the City's streets, storm water, traffic operations, drinking water and wastewater systems to enhance the quality of life for the Carrollton community; and

WHEREAS, public works services are an integral part of our citizens' everyday lives and the health, safety and comfort of this community greatly depends on services; and

WHEREAS, the support of an understanding and informed citizenry is vital to the successful implementation of public works systems and programs; and

WHEREAS, this year, the theme of public works week is: "Because of Public Works..." the City's public infrastructure is preserved and enhanced for our residents, businesses and visitors.

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is directly influenced by the people's attitude and understanding of their importance of the work they perform.

NOW, THEREFORE, I, Matthew Marchant, by the authority vested in me as Mayor of the City of Carrollton, do hereby proclaim May 19-25, 2013 as

National Public Works Week

in the City of Carrollton and invite all our citizens to join me in becoming aware of the issues and activities involved in providing our public works and to recognize the contributions that public works make every day to our health, safety, comfort and overall quality of life.

IN WITNESS WHEREOF, I have hereunto
set my hand and caused to be affixed the official
seal of the City of Carrollton, Texas,
this _____ day of _____ .

Matthew Marchant
Mayor



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo File Number: 0860

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *9.

CC MEETING: May 21, 2013

DATE: May 16, 2013

TO: Leonard Martin, City Manager

FROM: Ashley D. Mitchell, Administrative Services Director

Consider Approval **Of The May 7, 2013 Regular Meeting Minutes.**

**CARROLLTON CITY COUNCIL
WORKSESSION AND REGULAR MEETING
MAY 7, 2013**

The City Council of the City of Carrollton, Texas convened in a Regular Meeting and Worksession on Tuesday, May 7, 2013 at 5:45 p.m. with the following members present: Mayor Matthew Marchant, Mayor Pro Tem Jeff Andonian, Deputy Mayor Pro Tem Kevin Falconer, Councilmembers Anthony Wilder, Doug Hrbacek, Terry Simons, and Lisa Sutter. Councilmember Bob Garza was absent. Also present were City Manager Leonard Martin, Assistant City Managers Beth Bormann, Bob Scott and Marc Guy, Director of Development Services Ravi Shah, Parks & Recreation Director Scott Whitaker, Director of Engineering Cesar Molina, Chief Planner Christopher Barton, Chief of Police Rex Redden, Marketing Director Sheri Chadwick, City Attorney Clayton Hutchins, and City Secretary Ashley D. Mitchell.

*****PRE-MEETING / EXECUTIVE SESSION***
5:45 P.M. – COUNCIL BRIEFING ROOM**

- 1. Mayor and Council reports and information sharing.**
- 2. Receive supplemental staff information and responses to questions.**

*****REGULAR MEETING 7:00 PM*****

INVOCATION led by Mayor Marchant

PLEDGE OF ALLEGIANCE led by Doug Hrbacek

PRESENTATIONS

- 10. Present A Proclamation Declaring May As *Older Americans Month*.**
- 11. Present A Proclamation Declaring May 12 Through May 17, 2013 As *National Police Week* And May 15, 2013 As *Peace Officers' Memorial Day* In The City of Carrollton.**

PUBLIC FORUM

12. Hearing of any citizen/visitor on items not listed on the regular meeting agenda. Citizens wishing to address the Council regarding items on the posted agenda will be called to speak during the Council's consideration of such items. Citizens/visitors should complete an appearance card located on the table at the entrance to the City Council Chambers. Speakers must address their comments to the presiding officer rather than to individual Council members or staff; Stand at the podium, speak clearly into the microphone and state your name and address prior to beginning your remarks; Speakers will be allowed between 2 and 5 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations will not be permitted; No placards, banners or signs will be permitted in the Chambers or in any other room in which the council is meeting. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action

on items not listed on the agenda. Action can only be taken at a future meeting. There were no speakers.

CONSENT AGENDA (**All items marked with a single asterisk are part of a Consent Agenda and require no deliberation by the Council. Each Council member has the prerogative of removing an item from this agenda so that it may be considered separately. Contracts and agreements are available in the City Secretary’s Office.*)

Councilmember Sutter moved approval of Consent Agenda Items 13 – 19 and 21, pulling Items 20 and 22; second by Councilmember Garza and the motion was approved with a unanimous vote.

MINUTES

***13. Consider Approval Of The April 16, 2013 Regular Meeting Minutes.**

BIDS & PURCHASES

***14. Consider Approval For Purchase Of “Better Billy Bunker” System To Renovate All Bunkers On The Creek Course From TDI In An Amount Not To Exceed \$371,000.00.**

***15. Consider Approval Of Bid #13-016 For Public Works From Jim Bowman Construction Company For Street, Alley, And Sidewalk Concrete Repairs In An Amount Not To Exceed \$1,100,000.00.**

CONTRACTS & AGREEMENTS

***16. Consider Authorizing The City Manager To Approve A Contract With SYB Construction Company, Inc. For The 2013 Water Line Replacement Project In An Amount Of \$1,792,985.00.**

***17. Consider Authorizing The City Manager To Approve The Purchase Of An Irrigation Pump From Monroe Pump Systems, Inc For McInnish Park In The Amount Of \$49,200.00.**

***18. Consider Approval Of A Consulting Agreement With Dunaway & Associates To Update The Existing Park Master Plan In An Amount Not To Exceed \$56,000.00.**

ORDINANCE

***19. Consider An Ordinance Revising The General Design Standards.**

RESOLUTIONS

~~***20. Consider A Resolution Authorizing Sale of Foreclosed Property (Lot 2 of Advanced Car Wash – Rosemeade Addition).**~~

***21. Consider A Resolution Authorizing A Waiver of Penalty And Interest On Tax Account.**

~~*22. Consider A Resolution Authorizing The City Manager To Approve The Sale Of 230.4 Acres Of Land, Known As The Weaver Tract Lakes, To The City Of Dallas.~~

PUBLIC HEARING - INDIVIDUAL CONSIDERATION

23. Hold A Public Hearing And Consider An Ordinance For Case No. 02-13Z2 Project Raiford To Establish A New Planned Development District For the (SF-5/12) Single Family Residential And (SF-TH) Single Family Townhouse Districts With Modified Development Standards. The Approximately 40-Acre Site Is Located On The East Side Of Old Denton Road, Just North Of Raiford Road And Is Currently Zoned PD-5 For The (SF-8.4/16) Single Family Residential District.

Christopher Barton, Chief Planner, advised that the Planning & Zoning Commission recommended approval at its April 4, 2013 meeting and the proposed ordinance reflects the Commission's action. He stated that since that meeting, staff continued to work with the City's business partner, Arcadia Realty, and has presented changes for consideration in the Council's packet. He stated that Bill Gietema with Arcadia holds the dual role of consultant to the City as well as developer, and was present to provide details and answer questions.

Deputy Mayor Pro Tem Falconer stated he understands that putting more limits on stucco could be detrimental to the overall development, but asked if a possible alternative would be to allow it as noted on the single-family homes and eliminate it on townhomes. Mr. Gietema stated he understands the concern and stressed that they would not use EIFS. He stated that the plan is to have a large variety of home styles such as Mediterranean, mid-century or prairie style and asked Council to allow stucco on townhomes with an SUP (special use permit), which would allow Council to evaluate the architectural merit. Deputy Mayor Pro Tem Falconer stated he would agree to that option.

In response to Councilmember Garza, Mr. Barton referred to the exhibits that would be a part of the ordinance that provide details about allowed materials. He stated that it was his understanding that Mr. Gietema would have an architectural review committee and deed restrictions that would control the architecture for anyone who builds a house in the development. Deputy Mayor Pro Tem Falconer stated that his concern with stucco was because it doesn't seem to be as sustainable as masonry. He stated he wouldn't have a problem with a few homes being built with stucco but would not want to see an entire community built with the product.

In response to Councilmember Sutter, Mr. Barton stated that the conceptual site plan shows approximately 50 lots would have townhomes. Councilmember Sutter voiced a concern with requiring people who want a stucco townhome to get an SUP. Mr. Gietema stated he felt Deputy Mayor Pro Tem Falconer's concerns were reasonable. He stated that all of the buildings would be reviewed by a third party architect and he did not mind requiring stucco townhomes to obtain an SUP.

Mayor Marchant opened the public hearing and invited speakers to the podium.

Alan Overholt, 2216 Ridgewood, voiced his concern that approximately 1/3 of the homes would be row houses and another 1/3 would have 40-foot wide lots. He voiced a concern about access

to the park and about the topography of the site. He felt it would be a less-than-desirable development and felt the City could do a better job.

Councilmember Hrbacek expressed his appreciation for the concerns voiced about stucco and commented that the exhibits are a little broad so he would be in favor of the SUP option to address those concerns.

Mr. Barton asked if the Council would want an SUP for each townhouse or just those exceeding 10% stucco and Mayor Marchant replied those exceeding 10%.

Mayor Marchant stated that the good thing about the private drive was that it is on one side of the park and there is a public street on the other. Immediately adjacent to the south, the park hooks into an existing park which allows for more access. He stated that the private drive was due to the fact that there is an existing alley behind it. He also explained that mixing the sizes of the lots and homes raises the value and avoids the possibility of the community losing value or becoming a rental community. He invited Mr. Gietema to respond to Mr. Overholt's concerns.

Mr. Gietema stated he would be concerned if the neighborhood would consist of one type of home specifically noting that the row houses would not be clustered, and he talked about the demographics that could be expected in the neighborhood as well as the upgrades that could be expected such as enhanced elevations, full porches and granite. He pointed out the open space and stated that fronting on open space is not only the safest thing to do but is also the most expensive way to develop. He described the open space and access to the open space. He advised that the most expensive home per square foot would be the townhomes and that the homes on the 55-foot wide lots would draw the highest price.

Councilmember Simons stated his agreement for the SUP for those townhouses exceeding 10% stucco. He stated that he has personal knowledge that the review that is conducted by Mr. Gietema's Architectural Review Committee is very extensive, the product in other neighborhoods has been first class and he was very excited about the project. He also voiced appreciation for the amount of green space designed for the site and felt it was a great opportunity for Carrollton.

Councilmember Sutter stressed that the development has been worked on by the Re-Development Sub-Committee and the staff since 2010. She underscored her disagreement with requiring an SUP for the use of stucco on the townhome product.

Councilmember Wilder asked Mr. Gietema to comment about the topography of the site. Mr. Gietema described in detail the work that would occur and stated that all of the streets, alleys and sidewalks meet the City's criteria for accessibility. He noted that part of the reason it took so long for the development to get to this point was designing for the grade difference.

Councilmember Garza asked about the pricing and Mr. Gietema stressed that while they use conservative numbers, the final pricing could be different. The price point for the base rate townhome would be about \$200,000 and the township homes and the 55's (homes on the 55-foot wide lots) would be about \$350,000.

Mayor Pro Tem Andonian made statements to assure the citizens and audience that the development would be a quality product.

Mayor Marchant opened the floor for a motion.

Deputy Mayor Pro Tem Falconer moved to close the public hearing and approve Case No. 02-13Z2 Project Raiford with the stipulations as noted by staff with the following additions to the proposed ordinance: Section 2, 11. “provided however that garage doors facing the alley shall be placed between 7 and 9 feet, or more than 17 feet from said alley right-of-way”; Section 2, 20. “provided however that garage doors facing the alley shall be placed between 7 and 9 feet, or more than 17 feet from said alley right-of-way”, and Section 2, 20. “Minimum exterior façade masonry content shall be 90%. For the purposes of this ordinance, “masonry” shall include brick, natural stone, cast stone, stucco (but not EIFS) and cementitious fiberboard in a horizontal “lap board” siding or with a decorative pattern (see examples as Exhibit E). Stucco but not EIFS shall be allowed with an SUP.” Second by Councilmember Hrbacek and the motion was approved with a unanimous vote.

24. Hold A Public Hearing And Consider A Resolution Amending The Comprehensive Plan And The Future Land Use Map For A 13.967-Acre Site From Medium-Intensity Commercial To Single-Family Detached. The Site Is Located At The Northwest Corner Of Old Denton Road And Carrollton Parkway. Case No. 12-12MD1 The Ridge.

25. Hold A Public Hearing And Consider An Ordinance Changing The Zoning Of A Certain 13.967-Acre Site From The (LR-2) Local Retail District To The (SF-5/12) Single-Family Residential District. The Site Is Located At The Northwest Corner Of Old Denton Road And Carrollton Parkway, And Is Currently Zoned PD-123 For The (LR-2) Local Retail District. Case No. 12-12Z1 The Ridge.

Mayor Marchant stated that Items 24 and 25 were companion items and would be heard simultaneously.

Mr. Barton explained that the first request is to amend the Comprehensive Plan and the second request is to amend the zoning. The request is for amendments to PD 123 changing the base zoning from LR-2 Local Retail to SF-5/12 Single Family Residential. He advised that on April 4, 2013, the Planning & Zoning Commission recommended approval. He stated that originally, staff recommended denial of the request because the area was still developing. The ordinance before the Council is the result of the Commission’s action on the requests. He advised that the specifics of the ordinance are based upon previous single-family zoning cases that have recently been before the City Council. He advised that the applicant was in attendance to make a presentation.

There being no questions for staff, Mayor Marchant invited the applicant to the podium.

Shane Jordan, 4951 Airport Parkway, Suite 800, Addison, Texas, stated the request was similar to the request made in March 2012 for the property now known as The Estates of Indian Creek Phase 7. He stated that Carrollton Parkway is known as Wyndhaven Parkway and is really a residential collector street rather than a major carrier of traffic. He also spoke about traffic volumes in the area. He felt it was not the appropriate location for commercial uses and that it would be appropriate to amend the Comp Plan as requested.

Councilmember Simons asked the applicant if he was in agreement with the design standards and Mr. Jordan replied affirmatively and stated that the plan exceeds SF-5/12 standards and meets the enhanced standards recommended by staff.

Mayor Marchant opened the public hearing and invited speakers to the podium.

Scott Landers, 14180 Dallas Parkway, Suite 510, Dallas, representing the ownership group that purchased the property in 2007, talked about the investment loss. He stated the property has been for sale since 2008 and Mr. Jordan has been the only group to submit a real offer and he has not received any calls for commercial use. He felt the request was consistent with what is happening in Carrollton.

Beaux Brooks, 4023 Marquette, Grand Homes, spoke in favor of the request. He stated that the Grand Homes owner is passionate about architecture and their trademark is style and design.

Jim Riggert, 2515 McKinney Avenue, Suite 1300, Dallas, read and distributed a memo dated May 7, 2013 from the ownership of Wyndhaven West LLC in support of the requested Comp Plan amendment and change of zoning.

There being no further speakers, Mayor Marchant closed the public hearing.

Councilmember Sutter moved to close the public hearing and approve Items 24 and 25; second by Mayor Pro Tem Andonian and the motion was approved with a unanimous vote.

OTHER BUSINESS

26. Consider A Letter Requesting A Waiver To The “One-Year Rule” For Reapplication of a Zoning Change Request Regarding Case No. 05-12Z1 MacArthur Drive at Trinity Mills Road.

Mayor Marchant explained the waiver and purpose of the item.

Councilmember Hrbacek moved approval of Item 26; second by Councilmember Garza. Councilmember Wilder noted that the action does not bind the Council to approve future applications. **The motion was approved with a unanimous vote.**

Mayor Marchant adjourned the Regular Meeting at 8:18 p.m. and stated that Council would convene in Worksession.

*****WORKSESSION*****

Mayor Marchant called the Worksession to order at 8:30 p.m. He advised that the Order of the Agenda was changed and Item 7 would be heard first.

7. Briefing On The RAIDS Online Crime Reporting System.

Chief of Police Rex Redden introduced Sgt. Burnside of the Intelligence Division for the briefing. Sgt. Burnside illustrated RAIDS Online stating that it is basically a crime mapping program and is a free service that is available to citizens. He explained how the program works, how it helps the Police Department and stated that it provides an efficient and accurate direct access method of providing crime information to the community.

5. Discuss Centennial Celebration.

Director of Marketing Sheri Chadwick informed Council that 158 tickets have been sold for the May 31 Centennial Gala. She described the entertainment for the evening beginning with a cocktail hour with a tribute to the past and stated there are some special surprises at the end of the evening. She also provided an update about marketing for the special Centennial events.

6. Discuss Metrocrest Leadership Academy Scholarships.

City Secretary Ashley Mitchell advised that information has been distributed to all board and commission members as well as to the other names provided by individual Council members. She stated that the deadline is May 15 and an item will be on the Council's May 21 agenda.

8. Discuss Single-Family In-Fill And Re-Development Initiatives and the Neighborhood Empowerment Zone Concept.

Asst. City Manager Marc Guy began the presentation stating that the recommendation comes from the Re-Development Sub-Committee. He listed the following key elements that have been identified:

- 1) Create Neighborhood Empowerment Zones
- 2) Allow exterior brick or stone exemption "by right" in designated areas, and
- 3) Create in-fill overlay to accommodate single-family redevelopment in designated areas.

Beginning with the first element, Mr. Guy stated that Empowerment Zones are authorized by Chapter 378 of the Texas Local Government Code and he used a map to illustrate the geographical areas. He described the recommendations within the first element and stated it would require no additional staffing and no additional administrative cost. With regard to the second element to allow an exterior brick or stone exemption "by right", he used a colored map to highlight the suggested areas. He explained the difference between a variance and a special exemption, and talked about the recommendations to pursue that element. With regard to the third element pertaining to the creation of an in-fill overlay, he utilized the same map of the second element and advised that the recommendation is to amend the zoning ordinance to increase lot coverage allowance and to increase floor area ratio (FAR). He explained that the area, while very attractive because of the mature trees, has smaller lots causing the builders to be constrained when trying to meet the City's code requirements. He stated that amending the zoning ordinance for those areas would likely modify the setbacks and allow a larger home to be built. Mr. Guy explained that the next step is to work with the City Attorney to create the necessary ordinances and begin community outreach and communication. He explained that the brick or stone element is required to go through the standard zoning change process. Hearing no objections, he stated that staff would proceed forward.

9. Discuss Bond Election.

Director of Engineering Cesar Molina began the presentation reviewing the deadlines and calendar that must be met in order to hold a November 2013 election. Council reached a consensus to hold a special meeting on July 1 at 6:00 p.m. to discuss the projects. Mr. Molina stated he also needs direction on the split for using the funds. Discussion was held with regard to the needs of the police station, which would be the largest facility. He stated more time is needed to get information from the consultant after they meet with the police department staff. The Council reached a consensus of a 75% infrastructure and 25% facility split. Mayor Marchant stressed that the split could change once more detailed information is brought back to CIPAC and Council.

3. Council convened in **Executive Session** at 9:38 p.m. pursuant to Texas Government Code:

- **Section 551.071** for private consultation with the City Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the City Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the City Council.
 - Discuss Camelot Landfill Application
- **Section 551.072** to discuss certain matters regarding real property.
- **Section 551.074** to discuss personnel matters.
- **Section 551.076** to discuss security matters.
- **Section 551.087** to discuss Economic Development.

4. Council **reconvened in open session** at 10:30 p.m. to consider action, if any, on matters discussed in the Executive Session. No action.

ADJOURNMENT

Mayor Marchant adjourned the meeting at 10:30 p.m.

ATTEST:

Ashley D. Mitchell, City Secretary

Matthew Marchant, Mayor



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo File Number: 0843

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *10.

CC MEETING: May 21, 2013

DATE: May 13, 2013

TO: Leonard Martin, City Manager

FROM: Peter J. Braster, Senior Development Manager

Consider Authorizing The City Manager To Enter Into A Purchase Contract For 2.12 Acres Of Land, 1501 E. Crosby Road Carrollton, Tx., Being Lot 1, Block 1, Riney And Price Phase 3 Addition To The City Of Carrollton, Dallas County, Texas.

BACKGROUND:

This agenda item is to consider the purchase of a 2.12 acre tract of land in the Riney and Price Phase 3 Addition.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the City Manager be authorized to enter into a purchase contract for 2.12 acres of land, being Lot 1, Block 1, Riney and Price Phase 3 Addition to the City of Carrollton, Dallas County, Texas.



Agenda Memo
File Number: 0856

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *11.

CC MEETING: May 21, 2013

DATE: May 16, 2013

TO: Leonard Martin, City Manager

FROM: Vince Priolo, Purchasing Manager

Consider Approval Of Bid #13-018 RFP For Design, Fabrication And Delivery Of Wayfinding Signage, Poles And Accessories For Public Works From Walton Enterprises In An Amount Not To Exceed \$155,000.00.

BACKGROUND:

In the fall of 2012, Council directed the Public Works Department to design a WayFinding Signage Project that would identify and direct citizens to the most utilized facilities in the City. With assistance from the Engineering Department, a site plan was developed. This site plan would consist of placing sign assemblies at forty-nine various locations throughout the City.

The Public Works staff designed three different styles of Wayfinding assemblies. Staff presented council with three different designs and once Council selected a preferred design, a Request for Proposal was developed consisting of specifications, materials, drawing and staff expectations from vendors. Vendors would be required under this RFP to provide the city with all material related to the fabrication of the assemblies. The Public Works/Traffic Operations staff will be responsible for the installations of all sign assemblies. The staff will use \$10,000 of the budgeted amount for materials for the site work (concrete, rebar, etc).

Request for Proposals were advertised and received of which eight vendors responded.

FINANCIAL IMPLICATIONS:

The products on **Bid # 13-018** will be purchased from budgeted funds for the cost centers and amounts as listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
CAP ACCOUNT		\$155,000.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the low bid meeting all specifications be awarded to Walton Signage in an amount not to exceed \$155,000.00.

NOTE: After the initially review of all proposal, Public Works staff narrowed downed the candidates to Walton Signage, Weissner and Pelco. Staff then submitted a set of questions to each vendor. Based on the vendor responses, staff has chosen Walton Signage as the highest graded vendor based on the bid rating criteria. They are also the low bidder.

NOTE: The street sign material that is specified is for this project is a 3M Diamond Grade Cubed product, which is the same material used on our current street signs. This signage material is an ASTM Type 11 material that is warrantied for a minimum of 7 years.

BID TAB FOR WAYFINDING

Item	Description	QTY	ADCON		WEISSER		PELCO PRODUCTS		VALLEVUNGA		FSG		SSI		WALTON ENTERPRISES		NSP	
			Cost	Extended Cost	Cost	Extended Cost	Cost	Extended Cost	Cost	Extended Cost	Cost	Extended Cost	Cost	Extended Cost	Cost	Extended Cost	Cost	Extended Cost
1	16' Steel Powder Coated Fluted pole with finial	15	\$ 2,033.00	\$ 30,495.00	\$ 2,675.00	\$ 40,125.00	\$ 1,855.00	\$ 27,825.00	\$ 2,550.65	\$ 38,259.75	\$ 4,394.27	\$ 65,914.05	\$ 593.73	\$ 8,905.95	\$ 747.00	\$ 11,205.00	\$ 1,750.00	\$ 26,250.00
2	14' Steel Powder Coated Fluted pole with finial	13	\$ 1,778.00	\$ 23,114.00	\$ 2,460.00	\$ 31,980.00	\$ 1,625.00	\$ 21,125.00	\$ 2,234.75	\$ 29,051.75	\$ 4,039.18	\$ 52,509.34	\$ 541.69	\$ 7,041.97	\$ 696.00	\$ 9,048.00	\$ 1,550.00	\$ 20,150.00
3	12' Steel Powder Coated Fluted pole with finial	23	\$ 1,380.00	\$ 31,740.00	\$ 2,355.00	\$ 54,165.00	\$ 1,395.00	\$ 32,085.00	\$ 1,919.25	\$ 44,142.75	\$ 3,684.10	\$ 84,734.30	\$ 495.74	\$ 11,402.02	\$ 644.00	\$ 14,812.00	\$ 1,250.00	\$ 28,750.00
4	Hamilton style Base	51	\$ 358.00	\$ 18,258.00	--	\$ -	\$ 600.00	\$ 30,600.00	\$ 825.00	\$ 42,075.00	\$ 1,027.32	\$ 52,393.32	\$ 962.73	\$ 49,099.23	\$ 260.00	\$ 13,260.00		Included in cost of items
5	4 Destination Bracket assembly	3	\$ 725.00	\$ 2,175.00	\$ 510.00	\$ 1,530.00	\$ 418.00	\$ 1,254.00	\$ 574.75	\$ 1,724.25	\$ 499.40	\$ 1,498.20	\$ 2,510.00	\$ 7,530.00	\$ 786.00	\$ 2,358.00	\$ 1,500.00	\$ 4,500.00
6	3 Destination Bracket assembly	11	\$ 658.00	\$ 7,238.00	\$ 385.00	\$ 4,235.00	\$ 418.00	\$ 4,598.00	\$ 574.75	\$ 6,322.25	\$ 475.78	\$ 5,233.58	\$ 2,025.91	\$ 22,285.01	\$ 643.00	\$ 7,073.00	\$ 1,500.00	\$ 16,500.00
7	2 Destination Bracket assembly	12	\$ 618.00	\$ 7,416.00	\$ 355.00	\$ 4,260.00	\$ 398.00	\$ 4,776.00	\$ 547.25	\$ 6,567.00	\$ 450.97	\$ 5,411.64	\$ 1,407.17	\$ 16,886.04	\$ 500.00	\$ 6,000.00	\$ 1,500.00	\$ 18,000.00
8	1 Destination Bracket assembly	22	\$ 558.00	\$ 12,276.00	\$ 315.00	\$ 6,930.00	\$ 378.00	\$ 8,316.00	\$ 519.75	\$ 11,434.50	\$ 427.35	\$ 9,401.70	\$ 1,062.73	\$ 23,380.06	\$ 429.00	\$ 9,438.00	\$ 1,500.00	\$ 33,000.00
9	Mounting Hardware and arch	48	\$ 145.00	\$ 6,960.00	\$ 95.00	\$ 4,560.00	\$ 75.00	\$ 3,600.00	\$ 103.50	\$ 4,968.00	\$ 253.37	\$ 12,161.76	\$ 296.92	\$ 14,252.16	\$ 71.00	\$ 3,408.00	\$ 250.00	\$ 12,000.00
10	16" Dia. Pinwheel sign	48	\$ 95.00	\$ 4,560.00	\$ 57.00	\$ 2,736.00	N/A	N/A	\$ 572.00	\$ 27,456.00	\$ 218.29	\$ 10,477.92	\$ 373.92	\$ 17,948.16	\$ 117.00	\$ 5,616.00	\$ 445.00	\$ 21,360.00
11	60" x 15" Carrollton Texas Sign	48	\$ 280.00	\$ 13,440.00	\$ 76.00	\$ 3,648.00	\$ 416.00	\$ 19,968.00	BID WITH A	BID WITH ABOVE ITEM	\$ 291.38	\$ 13,986.24	\$ 534.92	\$ 25,676.16	\$ 180.00	\$ 8,640.00	\$ 445.00	\$ 21,360.00
12	60" x 12" Bottom Piece	48	\$ 165.00	\$ 7,920.00	\$ 72.00	\$ 3,456.00	\$ 281.00	\$ 13,488.00	\$ 372.65	\$ 17,887.20	\$ 243.26	\$ 11,676.48	\$ 268.92	\$ 12,908.16	\$ 190.00	\$ 9,120.00	\$ 445.00	\$ 21,360.00
13	60" x 12" Destination Sign	49	\$ 227.00	\$ 11,123.00	\$ 85.00	\$ 4,165.00	\$ 259.00	\$ 12,691.00	\$ 356.25	\$ 17,456.25	\$ 242.14	\$ 11,864.86	\$ 313.73	\$ 15,372.77	\$ 351.00	\$ 17,199.00	\$ 445.00	\$ 21,805.00
14	60" x 18" Destination Sign	42	\$ 321.00	\$ 13,482.00	\$ 96.00	\$ 4,032.00	\$ 374.00	\$ 15,708.00	\$ 467.50	\$ 19,635.00	\$ 293.57	\$ 12,329.94	\$ 641.31	\$ 26,935.02	\$ 409.00	\$ 17,178.00	\$ 450.00	\$ 18,900.00
	ENGINEERING	1	\$ 3,200.00	\$ 3,200.00														
	FREIGHT	1	\$ 3,360.00	\$ 3,360.00														\$ 7,500.00
	TAX AT 8.25%	1	\$ 15,955.25	\$ 15,955.25														
TOTAL				\$ 212,712.25		\$ 165,822.00		\$ 196,034.00		\$ 266,979.70		\$ 349,593.33		\$ 259,622.71		\$ 134,355.00		\$ 271,435.00

Bid rejected as proposal of bidders form not submitted with bid document



Agenda Memo
File Number: 0841

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *12.

CC MEETING: May 21, 2013

DATE: May 6, 2013

TO: Leonard Martin, City Manager

FROM: Cesar J. Molina, Jr., P.E., Director of Engineering

Consider Authorizing The City Manager To Approve A Contract With Ratliff Hardscape, Ltd. For The Old Denton Road Brick Screening Wall Project In An Amount Of \$85,462.31.

BACKGROUND:

The City Council requested that the Engineering Department design and construct a new brick screening wall for the area immediately east of Creekview High School along Old Denton Road, between Peters Colony and Derby Run. This project is part of the In-Fill Masonry Screening Wall Program. The wall has been designed to replace existing private wood fences and hide the fence and pavestone retaining wall at the north end of the project, south of Derby Run. The north end of the new wall will sit on a retaining wall that will be covered with a stone veneer. The brick wall will look similar to the one recently constructed on Frankford Road, west of Josey Lane. This project is proceeding at the direction of City Council from the March 19, 2013 Worksession.

The project does not involve the removal of any trees so environmental impacts should be minimal. No wildlife will be affected by the construction.

The duration of construction is 75 days and construction will occur with one lane of pavement closed during work hours. One project sign will be placed in the project area while it is under construction. The project has been placed on the monthly Construction Update and is included in the City’s web site. Four properties will be affected by the project, and wall easements have already been obtained. The property owners will be notified prior to the start of construction.

FINANCIAL IMPLICATIONS:

Two (2) bids were received on May 2, 2013. Ratliff Hardscape was the low bidder at \$85,462.31 while Tracon Ventures’ bid was \$166,510.00. The engineer’s estimate was \$130,000.00. Ratliff has worked in Carrollton in past years with very good results and recently completed the Frankford Road Screen Wall. They appear capable of completing this project in the allocated time of 75 days. Funding is available in Account Unit 854460 (Streets Fund) in the amount of \$85,462.31.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will contribute to community sustainability by:

Sustaining quality of life - When completed this wall will improve the appearance of a major arterial street corridor and continue to promote the ongoing citywide beautification efforts of the Mayor and City Council.

Day-to-day operations - The construction of this wall will add to Public Works' inventory of walls that are maintained by the city.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends awarding the construction contract for the Old Denton Road Screening Wall to Ratliff Hardscape in the amount of \$85,462.31.

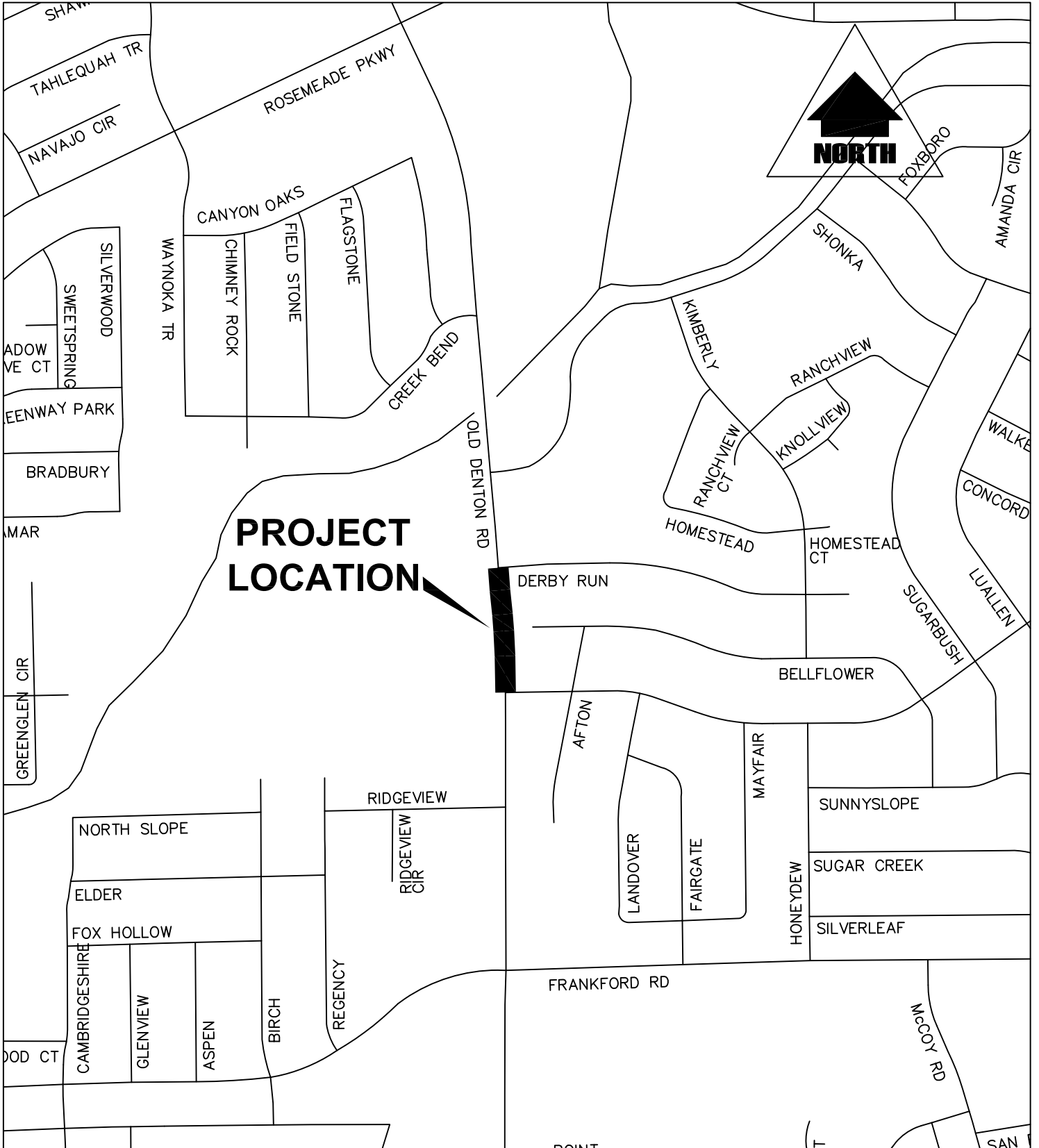
ATTACHMENT B
BIDDERS LIST

PROJECT: Old Denton Road Brick Screening Wall DATE: May 2, 2013

DAYS TO COMPLETE: 75 ESTIMATED COST: \$130,000.00

CONTRACTOR	BID AMOUNT
Ratliff Hardscape	\$85,462.31
Tracon Ventures	\$166,510.00

ATTACHMENT A LOCATION MAP



FILENAME:OLD DENTON ROAD SCREEN WALL.DWG



CARROLLTON
TEXAS
Where Connections Happen

OLD DENTON ROAD SCREEN WALL

SCALE:NTS DATE: 05-13

**ENGINEERING
DEPARTMENT**



Agenda Memo
File Number: 0849

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *13.

CC MEETING: May 21, 2013

DATE: May 14, 2013

TO: Leonard Martin, City Manager

FROM: Cesar J. Molina, Jr., P.E., Director of Engineering

Consider Authorizing The City Manager To Approve A Contract With Shirley & Sons Construction Company For The Country Place Pond Dredging Project In An Amount Of \$356,927.50.

BACKGROUND:

This contract will provide for the dredging of two ponds in the Country Place development. One pond is located south of Lakecrest Court. The pond is approximately 21,800 square feet in surface area and will be excavated to a depth of 6 feet below the existing spillway. The other pond is on Hutton Branch Creek. It is located immediately east of Country Place Drive where it crosses Hutton Branch. This second pond is approximately 27,300 feet in surface area and will be excavated to a depth of 2 feet below the existing spillway.

The project involves the relocation of existing wildlife within the ponds, removal of the silt, disposing of the silt at a landfill and restoring the surrounding area to its existing condition. Tree removal and replacement will be minimal.

The duration of construction is 74 calendar days. Adjacent residents will be notified in writing regarding the construction schedule prior to the start of construction. Pre-construction meetings with the homeowners association and the contractor will be held prior to construction. Additional handouts will be distributed as required during the course of the project.

FINANCIAL IMPLICATIONS:

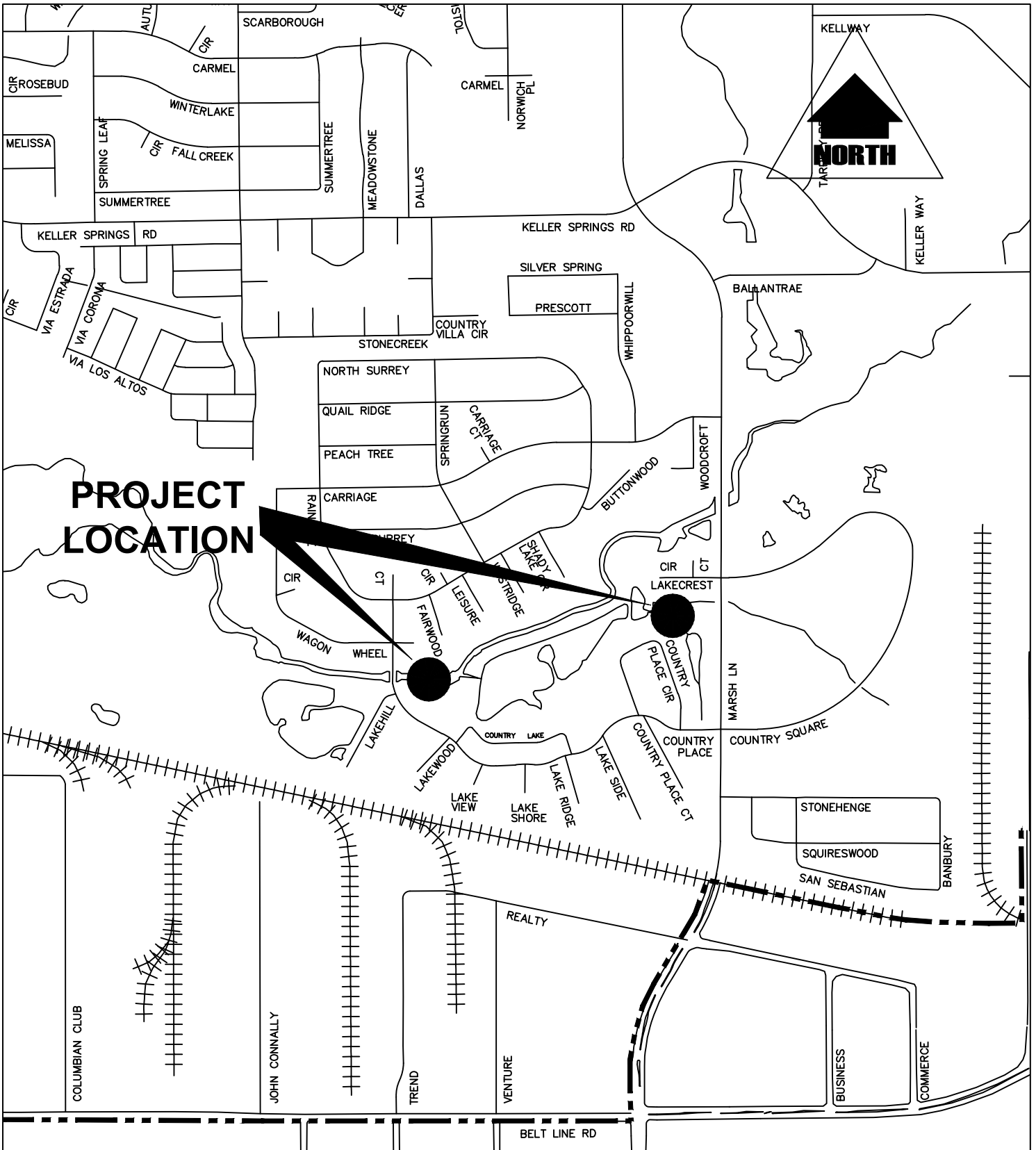
Two (2) bids were received on May 9, 2013. Bids ranged from the low bid of \$356,927.50 submitted by Shirley & Sons Construction Co. to the high bid of \$439,394.50. The engineer's estimate was \$450,000.00. Shirley & Sons Construction Co. has completed many dredging projects throughout the state. They appear capable of completing this project in the allocated time of 74 days.

Funding for Country Place Pond Dredging is available in Account Unit 854560 (drainage) in the total amount of \$356,927.50.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends award of the construction contract for Country Place Pond Dredging to Shirley & Sons Construction Co. in an amount of \$356,927.50.

ATTACHMENT A LOCATION MAP



FILENAME: COUNTRY PLACE POND DREDGING.DWG



CARROLLTON
TEXAS
Where Connections Happen

COUNTRY PLACE POND DREDGING 2013

SCALE: NTS DATE: 05-13

**ENGINEERING
DEPARTMENT**

ATTACHMENT B
BID TABULATION

PROJECT: Country Place Pond Dredging DATE: May 9, 2013

DAYS/COMPLETE: 74 ESTIMATED COST: \$450,000.00

CONTRACTOR	BID AMOUNT
Shirley & Sons Construction Co.	\$356,927.50
Merrell Bros., Inc.	\$439,394.50



Agenda Memo
File Number: 0853

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: May 21, 2013

DATE: May 14, 2013

TO: Leonard Martin, City Manager

FROM: Cesar J. Molina, Jr., P.E., Director of Engineering

Consider Authorizing The City Manager To Approve A Contract With Jacobs Engineering Group For The TOD Transportation And Parking Study Update In An Amount of \$149,996.00.

BACKGROUND:

Due to actual development patterns, more defined transportation network changes, new parking opportunities, the 2010 census, and other factors, an update of the original transportation and parking study will be conducted for the Downtown area, including re-consideration of the TOD connector alignment and the new Belt Line Road/IH-35E grade separation.

Based on the department’s policies and procedures, Jacobs Engineering Group, Inc. is identified as the most qualified provider because of their demonstrated competence and qualifications on previous projects.

FINANCIAL IMPLICATIONS:

The total cost of the engineering contract is \$149,996.00. Funding is available in Account Unit 854660 (Traffic Consolidated - Downtown Carrollton Traffic Study).

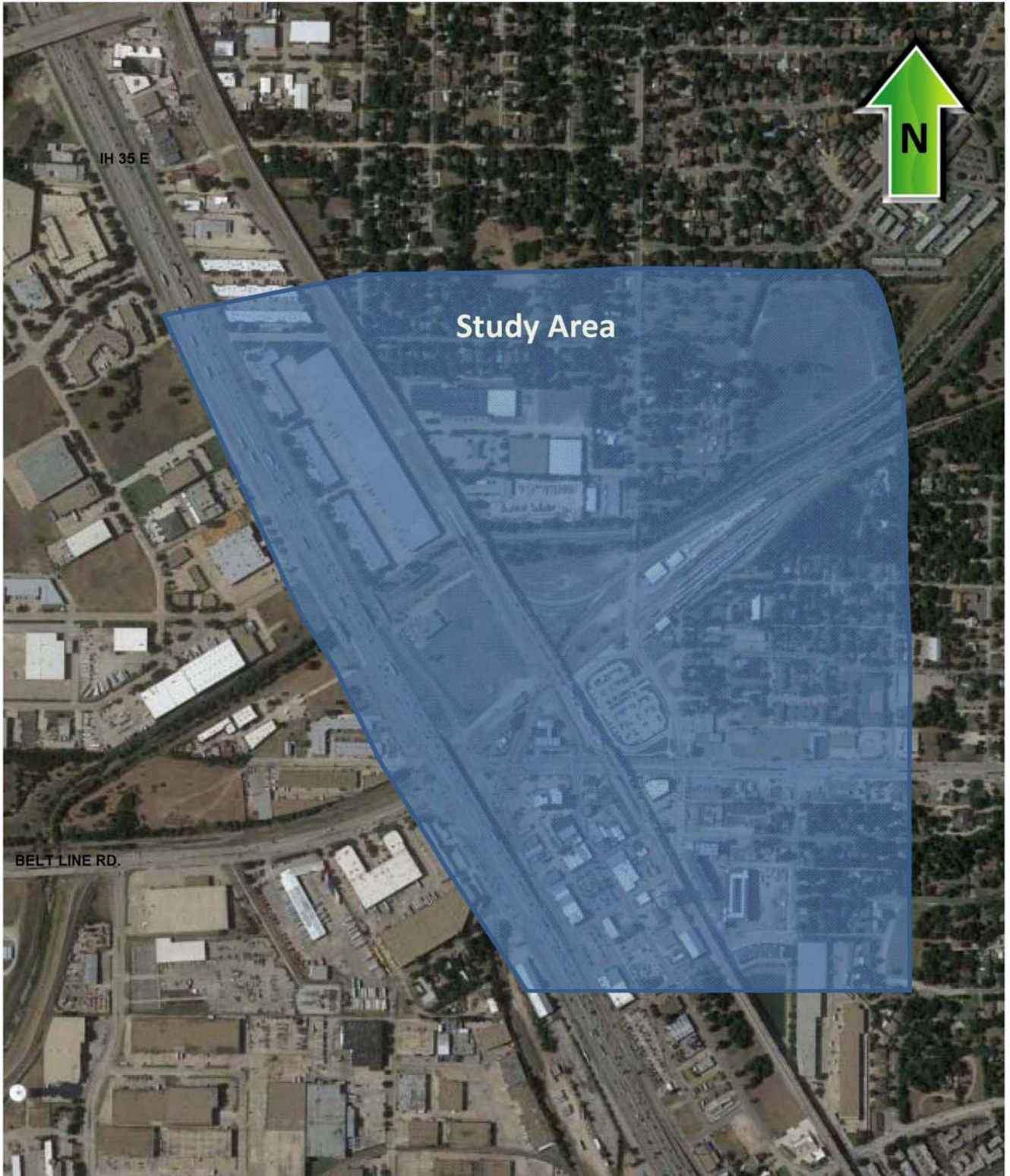
IMPACT ON COMMUNITY SUSTAINABILITY:

The project contributes to community sustainability by helping maintain transportation infrastructure in proportion to overall demand and TOD development.

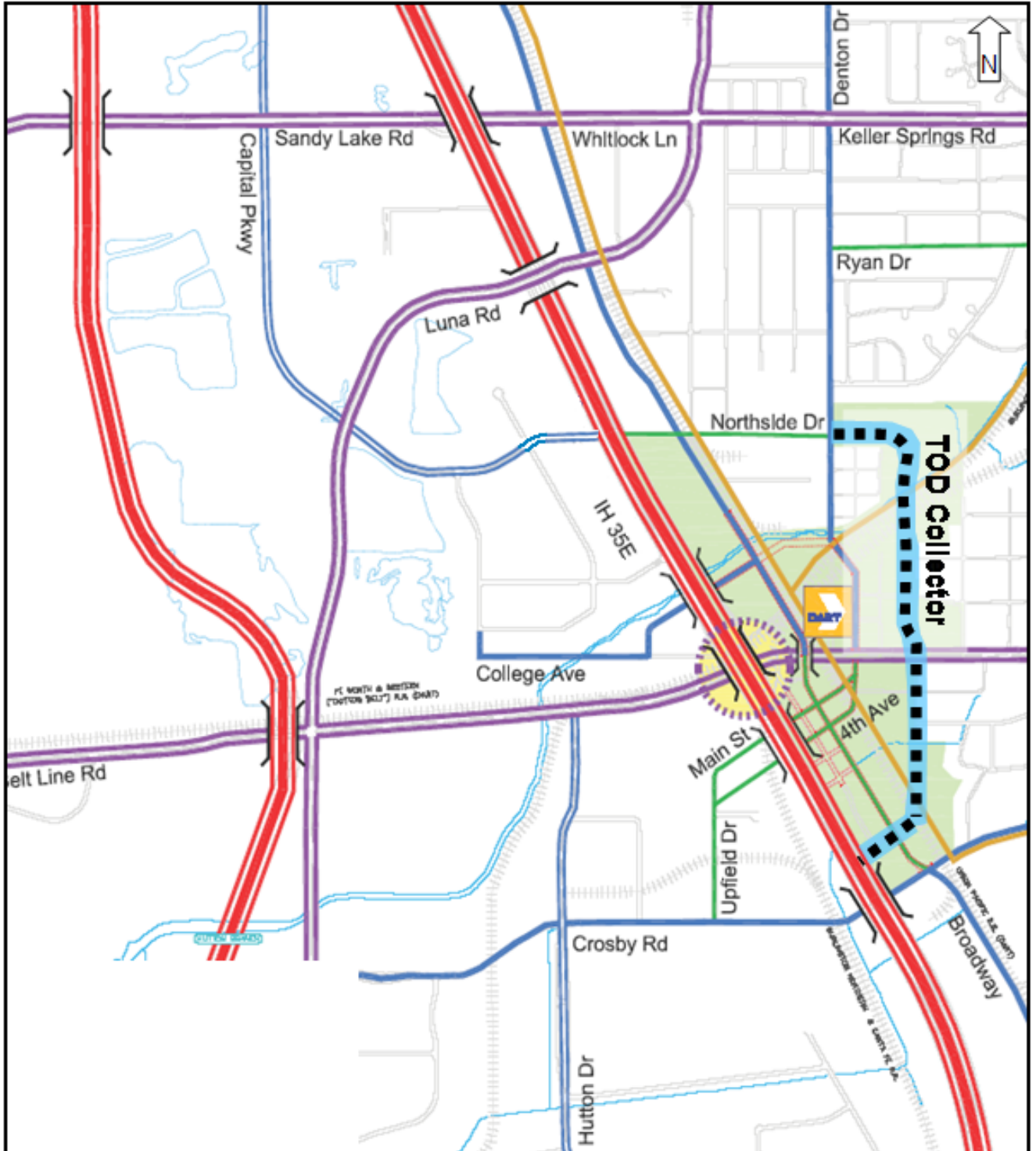
STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to execute an engineering contract with Jacobs Engineering Group in an amount of \$149,996.00.

Attachment A
TOD Traffic & Parking Study
For the Downtown Area



Attachment B
TOD Traffic & Parking Study
TOD Connector, Current Alignment





Agenda Memo File Number: 0854

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *15.

CC MEETING: May 21, 2013

DATE: May 15, 2013

TO: Leonard Martin, City Manager

FROM: Brian Little, Water Utilities Manager

Consider **Authorizing The City Manager To Approve A Contract With The City Of Dallas For Wholesale Treated Water For A Term Of 30 Years.**

BACKGROUND:

Dallas Water Utilities is the sole provider of potable drinking water for the City of Carrollton. The current 30 year contract expires on June 29, 2013. The new contract will be for a term of 30 years and guarantees adequate supply of potable drinking water for the duration of the contract. Included in the contract is a provision for lowering the rate of flow or daily demand charge by 2 million gallons per day, which equates to an annual savings to the City of \$405,570. This reduction will become effective October 1, 2013. The City of Carrollton is able to lower the rate of flow from Dallas Water Utilities due to water conservation efforts accomplished in the last few years.

FINANCIAL IMPLICATIONS:

The purchase of wholesale potable water is included in the annual operational budget of the Water Utilities Division. The water rate charges are adjusted annually.

IMPACT ON COMMUNITY SUSTAINABILITY:

The approval of this contract will provide the community with a reliable source of potable drinking water for the next 30 years.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the City Manager be authorized to enter into a Wholesale Treated Water Contract with the City of Dallas for a period of 30 years.

WHOLESALE TREATED WATER CONTRACT BETWEEN
CITY OF DALLAS AND CITY OF CARROLLTON

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS WHOLESALE TREATED WATER CONTRACT("Contract") is made and entered into this the twenty-ninth day of June, 2013, by and between the CITY OF DALLAS, a Texas home rule municipality (hereinafter called "Dallas"), and the CITY OF CARROLLTON, TEXAS, a Texas home rule municipality (hereinafter called "Customer").

WHEREAS, Customer currently purchases wholesale treated water from Dallas, and Dallas currently delivers and sells wholesale treated water to Customer as set forth under the terms, covenants, and conditions stated in the Current Contract; and

WHEREAS, from time to time, both Dallas and Customer have the need to request the other to furnish water and/or wastewater service to each other's customers along common boundary lines wherein only one of the parties has facilities available; and

WHEREAS, the Current Contract with Dallas will expire on June 29, 2013; and

WHEREAS, Dallas and Customer desire to enter into a new wholesale treated water contract and reciprocal water and wastewater agreement; and

NOW, THEREFORE, Dallas and Customer, in consideration of the mutual terms, covenants, and conditions contained in this Contract, agree as follows:

Article 1. DEFINITIONS

1.1 Definitions. In addition to the definitions stated in the preamble hereof, the following words and phrases as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

"Current Contract" means that certain Wholesale Treated Water Contract dated and effective June 29, 1983, by and between Dallas and Customer.

"Customer's Service Area" means the area within Customer's incorporated limits, as amended from time to time through annexation or disannexation, and any service area described in a certificate of convenience and necessity issued by the TCEQ for the provision of retail public water service, even if such service area is outside of Customer's incorporated limits, such service area on the Effective Date being as set forth in Exhibit "B," attached hereto and incorporated herein by reference.

“Delivery Facilities” means the pipes, valves, meters, and other associated equipment and appurtenances necessary to connect Dallas’ water distribution system to Customer’s water distribution system at the Delivery Points so that delivery of Treated Water from Dallas to Customer is made possible.

“Delivery Points” means those locations set forth in Exhibit “C,” attached hereto and incorporated herein by reference, or as may be added to or deleted by agreement of the parties from time to time, where Dallas’ water distribution system connects to Customer’s water system and at which delivery of Treated Water occurs to Customer.

“Demand” means the maximum rate of flow of Treated Water that may be taken by Customer from Dallas within a Water Year.

“Demand Schedule” means Customer’s written estimate of Customer’s annual requirements for delivery and use of Treated Water from Dallas.

“Director” means the Director of Dallas’ Department of Water Utilities, or the Director’s designated representative.

“Effective Date” shall mean June 29, 2013.

“Memorandum of Agreement” or “MOA” means that certain *Memorandum of Agreement for Wholesale Treated Water* effective December 17, 2009, by and among Dallas, Customer and other local governmental entities, a copy of which is attached hereto as Exhibit “A,” and incorporated herein by reference.

“TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

“Treated Water” means raw water that has been treated and purified to at least Drinking Water Standards as required by applicable TCEQ rules and regulations for Public Waters Systems, as amended from time to time.

“Volume” means the actual amount of Treated Water delivered to Customer’s Delivery Points on a daily basis.

“Water Year” means the period described by applicable ordinance of the City of Dallas, as may be amended from time to time, which on the Effective Date begins on June 1st of each calendar year and ends on May 31st of the immediately subsequent calendar year.

Article 2. TERM; TERMINATION OF CURRENT CONTRACT

2.1. Term. This Contract shall remain in full force and effect for a term of thirty (30) years from June 29, 2013 (“Effective Date”) unless terminated earlier as provided herein.

2.2 Termination of Current Contract. Upon the Effective Date, the Current Contract shall be null, void, and of no further legal force or effect except as to any provisions that expressly survive the termination of the Current Contract.

Article 3. WATER SALES

3.1 Sale and Delivery of Treated Water. Dallas agrees to sell and deliver to Customer, on a wholesale cost basis, Treated Water in accordance with the specifications and restrictions contained in Article 4 of this Contract and in sufficient quantities to meet Customer's Volume and Demand requirements as provided in this Contract.

3.2 Limitations on Delivery. Customer understands and acknowledges that delivery of Treated Water to meet Customer's Volume and Demand requirements is subject to and limited by available system supply and system deliverability, as reasonably determined by the Director as well as events of Force Majeure; provided, however, delivery of Treated Water to Customer shall not be unreasonably withheld.

3.3 Demand Schedule. Not later than 60 days after the Effective Date, Customer shall provide to Dallas a Demand Schedule which factors in any reasonably anticipated increases or decreases in Demand during the term of this Contract. Customer shall either reaffirm or, if necessary, revise and update the Demand Schedule not later than ninety (90) days prior to the end of the fifth, tenth, fifteenth, twentieth, and twenty-fifth anniversaries of the Effective Date of this Contract. Customer shall also either reaffirm or update the Demand Schedule not later than ninety (90) days following receipt of a written request for same from Dallas.

3.4 Customer Changes in Demand. Customer may from time to time change its Demand as set forth in the Demand Schedule subject to Section 3.7 below. Except as provided in the Special Condition contained in Exhibit "D", Customer shall be required to pay Dallas the Annual Demand Charge based on Section 3.8.

3.5 Failure to Deliver Demand – Seven Days. If Dallas fails to make available the currently established Demand for seven (7) or more consecutive days, the Demand charge for each such day shall be an amount equal to the maximum rate of delivery of Treated Water for each day in which full Demand was not met, multiplied by the current Annual Demand charge, then divided by 365, then multiplied by the number of days the Demand was not met. The Demand is calculated daily and is not an averaging of the water delivered for those affected days.

3.6 Failure to Deliver Demand – Thirty Days. If Dallas fails to make available to Customer the currently established Demand for thirty (30) or more consecutive days, the Demand charge for that Water Year shall be calculated by using the maximum rate of delivery of Treated Water to Customer for the days in which the full Demand was not met, multiplied by the current Annual Demand charge.

3.7 Notice of Demand Changes. Customer shall give reasonable notice to Dallas of anticipated changes in its Demand. Such notice shall be given not less than six (6) months in advance of the effective date of the change if the requested change, when considered with other

Dallas Wholesale Treated Customer requests, does not require the construction of additional facilities. The Director may waive the six-month notice requirement for good cause shown. If construction of additional facilities is required, enough additional advance notice shall be given as is necessary to allow for financing, design, and construction of the needed facilities.

3.8 Year on Which Annual Demand Charge is Based. Except as provided in Sections 3.5 and 3.6, Customer agrees, for each Water Year, to pay annual Demand charges based on the greater of: (a) the Demand for the current Water Year; or (b) the highest Demand established during the five (5) Water Years preceding the current Water Year.

Article 4. DELIVERY POINT, ACCESS, ETC.

4.1 Delivery Point. Dallas agrees to deliver Treated Water sold to Customer for use within Customer's designated Service Area as identified in Exhibit B, at the Delivery Point(s).

4.2 Cost of Delivery Facilities. Except as set forth in Sections 4.3, 4.4, and 4.5, the cost for design and construction of all proposed Delivery Facilities, whether designated in Exhibit C or mutually agreed upon at a later date, shall be borne by Customer. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction, and financing of Delivery Facilities and for the acquisition of any right-of-way for delivery of Treated Water from the Dallas water system to the Delivery Points.

4.3 Oversizing of Delivery Facilities – Dallas Request. Dallas may elect to oversize a proposed Delivery Facility for the benefit of Dallas or other parties. If Dallas requires oversizing of a proposed Delivery Facility, Dallas shall be responsible for oversize costs to the extent of the documented difference in cost between the size of the Delivery Facility required for Customer's need and the size of the Delivery Facility specified by Dallas, including, but not limited to, any additional right-of-way or other temporary or permanent interests in real property that would not otherwise be required without the oversizing of the Delivery Facility.

4.4 Approval of Plans; Inspection. All designs, materials, and specifications for Delivery Facilities shall conform to Dallas' requirements. Plans for the construction of a proposed Delivery Facility shall be submitted to the Director for written approval prior to advertising for bids for such construction. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of completed Delivery Facilities is subject to the written approval of the Director. Dallas agrees that any approval or consent of Dallas or the Director required by this Section 4.4 shall not be unreasonably withheld or delayed.

4.5 Meters and Meter Vaults. Unless otherwise agreed by the parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual design and construction costs incurred pursuant to this Section 4.5, but only to the extent such costs are attributable to services provided to Customer, excluding costs of telemetry equipment, telephone and electric service.

4.6 Conveyance of Delivery Facilities to Dallas. Customer agrees that after final inspection by the Director of completed Delivery Facilities, Customer will convey title of those Delivery Facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to Delivery Facilities by appropriate instrument and acceptance by Dallas of those facilities, Dallas shall own the Delivery Facilities and be responsible for operation and maintenance thereof. In no event shall Customer be required to transfer to Dallas fee simple title to real property if an easement in that real property is sufficient to allow Dallas to operate, maintain, repair, replace, or reconstruct the Delivery Facility.

4.7 Additional Delivery Points. Customer may at any time during the term of this Contract request additional Delivery Points for delivery of Treated Water under this Contract. The additional requests may be granted with the approval of the Director and shall, when so approved in writing, be deemed to be made a part of this Contract, thereby amending Exhibit C of this Contract without need for a further written supplemental agreement or Dallas City Council approval.

4.8 Access to Dallas Facilities. Customer agrees to provide ingress and egress to Customer's property located within Customer's incorporated limits to employees, contractors, and agents of Dallas to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Dallas; provided, however, Dallas' employees, contractors, and agents shall at all times comply with Customer's policies regarding security and safety as may be adopted from time to time by Customer for the purpose of safeguarding Customer's public water system and supply.

4.9 Access to Customer Facilities. Dallas agrees to provide ingress and egress to Dallas' property located within Dallas' incorporated limits to employees, contractors, and agents of Customer to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Customer; provided, however, Customer's employees, contractors, and agents shall at all times comply with Dallas' policies regarding security and safety as may be adopted from time to time by Dallas for the purpose of safeguarding Dallas' public water system and supply.

4.10 Accuracy of Meters. It shall be the duty of each party to notify the other party as soon as reasonably possible after a party obtains information that it believes indicates that a meter used to measure the delivery of Treated Water under this Contract is registering inaccurately or malfunctioning. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify Customer prior to any meter tests. Either party has the right to request in writing that a meter be tested, with the other party having the right to witness the test. If Customer requires an independent testing service be used, Customer shall pay the cost of the testing service if any meter used to measure delivery under this Contract is found to be accurate. If the meter is found to be inaccurate, Dallas shall pay the cost of the testing service.

4.11 Liability; Loss of Water. All liability related to, and all accounting for loss of, all Treated Water supplied under the terms of this Contract by Dallas to Customer shall belong to Dallas up to Dallas' side of the meter, including the meter and meter vault, at each Delivery Point. Liability related to, and all accounting for loss of, all Treated Water shall pass to

Customer, after the Treated Water passes through the meter and meter vault to the Customer at each Delivery Point.

Article 5. INSPECTION OF BOOKS AND RECORDS

Dallas agrees that Customer or its employees or agents may have access to and inspect the books and records of Dallas relating to the delivery and sale of Treated Water to Customer, including, but not limited to, records relating to charges therefor paid by Customer, during reasonable business hours after reasonable prior written notice to the Director. Customer agrees that Dallas or its employees or agents may have access to and inspect the books and records of the Customer's Water Utilities relating to the receipt and resale of Treated Water to its end user customers during reasonable business hours and after reasonable prior written notice to Customer's City Manager.

Article 6. ADDITIONAL SURFACE WATER SUPPLIES

6.1 New Water Source; Reduce Demand Obligation. If Customer develops or acquires additional surface water supplies from any source other than Dallas, and Customer's reliance on such additional surface water supplies results in reduced Demand from Dallas, Dallas is released from its obligation to supply the Demand established pursuant to Section 3 of this Contract to the extent of such reduction in Customer's Demand. In this event, Dallas may adjust its supply obligation to levels commensurate with Customer's reduced Demand on Dallas.

6.2 Payment for Reduction of Demand. Except as the result of a reduction in Demand as agreed pursuant to Article 3 of this Contract, if during the term of this Contract, Customer ceases (wholly or in part) to take water from Dallas for any reason, Customer shall for five (5) years or the balance of this Contract, whichever is less, remain liable for Demand charges at the billing level in effect at the date of notification of such partial or total cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. Provided, however, Dallas may waive Customer's obligation pursuant to this Section 6.2 in the event of nominal reductions based on Customer's plans if Dallas has received prior notice of the plans and concurred in the reduction. It is agreed by the parties that liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

Article 7. RATES AND PAYMENT

7.1 Setting of Charges by Dallas Ordinance. Rates charged Customer, including Demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for Delivery Facilities shall be excluded from the rate base.

7.2 Rate Setting Method; Notice of Change. Customer understands that the Dallas City Council has the right to change, by ordinance, the rates charged as needed to cover all reasonable, actual and expected costs. Any change of rates shall be pursuant to principles set

forth in the Memorandum of Agreement. Dallas shall give Customer a minimum of six (6) months written notice of intent to change rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 Customer Protest. Customer agrees to give Dallas a minimum of thirty (30) days' notice of its intent to protest rates, or any other condition of service, before the TCEQ or any other state agency.

7.4 Monthly Invoice. Each month during the term of this Contract, Dallas agrees to deliver to Customer a statement of charges setting forth the amount of Treated Water delivered to Customer through the Delivery Points for the period covered by the statement, the Volume charge for that month, and any past due amounts carried over from prior invoices (including accrued interest) ("the Monthly Statement"). Payment is due upon receipt of the Monthly Statement. Customer agrees to pay promptly. The Demand charge shall be billed on the Monthly Statement.

7.5 Late Payment. Customer agrees that a payment is deemed late if received by Dallas more than 30 days after the date of the Monthly Statement. Late payments shall accrue interest at the interest rate provided in Section 2-1.1 of the Dallas City Code, as amended, or as authorized by Ch. 2251 of the Texas Government Code, as amended, whichever applies. If any money due and owing by Customer to Dallas is placed with an attorney for collection, Customer agrees to pay to Dallas, in addition to all other payments provided for by this Contract, including interest, Dallas' collection expenses, including court costs and reasonable attorney's fees.

7.6 Malfunctioning Meter; Estimated Payments. In the event a meter(s) is discovered to be malfunctioning, the amount of Treated Water that has passed through the meter will be estimated for each day the meter was not functioning correctly. The last correctly measured monthly consumption will be used as a basis for computing the amount of Treated Water delivered to the Customer during the time the meter was not functioning correctly.

7.7 Disputed Charges. Dallas and Customer agree that any disputed charges on the Monthly Statement shall be protested in accordance with Tex. Govt. Code §2251.042, as amended. Customer agrees that in the event it disputes any portion of the charges on the Monthly Statement, Customer will timely pay any undisputed amount in accordance with Section 7.4.

Article 8. CURTAILMENT, WATER CONSERVATION, AND DROUGHT CONTINGENCY PLANS

8.1 Dallas Curtailment of Water During Water Shortage. During a water shortage, Customer understands and acknowledges the Treated Water being provided by Dallas under this Contract is subject to curtailment in accordance with Texas Water Code § 11.039, "Distribution of Water During Shortage," Dallas' water rights, and Dallas' Drought Contingency Plan. Customer agrees that if water supplies or services are curtailed within Dallas, Dallas may impose a like curtailment on deliveries to Customer. Customer shall cooperate by imposing conservation measures upon its sales of Treated Water to its end user customers.

8.2 Customer Water Conservation and Drought Contingency Plan. Customer agrees to institute and maintain usage practices which ensure water is used in a manner that prevents waste, conserves water resources for their most beneficial and vital uses, and protects the public health. Customer agrees to develop and implement water conservation and drought contingency plans consistent with the applicable elements of Title 30, Texas Administrative Code, Chapter 288, “Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements.” Customer agrees to furnish to Dallas electronic copies of its water conservation and drought contingency plans and associated TCEQ and TWDB implementation reports.

8.3 Receipt of Dallas Plans. Customer acknowledges that Dallas has provided a copy of its current Water Conservation Plan and Drought Contingency Plan and has advised Customer of where to locate copies of plan updates.

8.4 No Discrimination in Curtailments. To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

Article 9. RESALE, WATER RIGHTS, AND REUSE

9.1 No Resale Outside Service Area. Customer agrees not to sell Treated Water purchased from Dallas to any person or entity outside Customer’s Service Area unless Customer has received prior written approval from the Director. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such Treated Water including, but not restricted to, the setting of monetary rates for sale of such water. “Convey” means sell, trade, donate, exchange, transfer title or contract therefor.

9.2 Resale Customers to Adopt Water Conservation and Drought Contingency Plans. In consideration of the written approval of the resale of Treated Water, if so granted, Customer agrees that the wholesale water supply contract with each successive wholesale customer to whom Treated Water is resold must contain a provision requiring said customer to develop and implement a water conservation plan or water conservation measures consistent with the requirements of Section 8.2.

9.3. Rights to Water and Return Flows. Customer understands, acknowledges, and agrees that Customer shall acquire no water rights or title or right to the use, reuse, or recycling of water generated as the result of Dallas’ sale and delivery of treated water to Customer pursuant to this Contract. Dallas makes no claim and asserts no water rights related to the wastewater effluent return flows produced by Customer as a result of Customer’s water use under this Contract, it being expressly understood and agreed to that Customer is not prohibited by this Contract from treating and using such wastewater effluent return flows in accordance with applicable law and TCEQ regulations.

Article 10. RIGHTS-OF-WAY AND STREET USE

10.1 Provision of Easements. Customer agrees to furnish any easements or rights-of-way necessary within or without Customer's boundaries reasonably necessary for Dallas to deliver Treated Water to Customer as provided in Article 4, hereof, and to convey such easements or rights-of-way to Dallas as therein provided.

10.2 Use of Customer Streets, Alleys, and Easements. Subject to the prior written approval of Customer, Dallas may use Customer's streets, alleys and other public rights-of-way and public utility easements within Customer's boundaries for pipeline purposes to provide Treated Water to Customer or to other customers without charges or tolls to the extent that Customer has the legal right to make such grant. Dallas agrees to make, at Dallas' cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Customer's then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of the conveyance Customer duly grants for such purposes.

10.3 Use of Dallas Streets, Alleys, and Easements. Subject to the prior written approval of Dallas, Customer may use Dallas' streets, alleys and other public rights-of-way and public utility easements within Dallas' boundaries for pipeline purposes to provide Treated Water to Customer without charges or tolls to the extent that Dallas has the legal right to make such grant. Customer agrees to make at Customer's cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Dallas' then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of a private license duly granted by the Dallas City Council.

Article 11. CUSTOMER SYSTEM OPERATION STANDARDS

Customer agrees to operate its water distribution system subject to the following:

- A. Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.
- B. Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.
- C. Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.
- D. Customer agrees to maintain and operate its internal system in compliance with all local, state, and federal laws and regulations.

Article 12. MEMORANDUM OF AGREEMENT

The Memorandum of Agreement is incorporated herein, as if copied word for word and is made a part of this Contract. Any revision of the Memorandum of Agreement according to its

terms and not in conflict herewith shall automatically be incorporated into and become a part of this Contract.

Article 13. FORCE MAJEURE; RELEASE; INDEMNITY

13.1 Force Majeure. Neither party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond their respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

13.2 Release for Line Damages. CUSTOMER HEREBY AGREES TO RELEASE AND HOLD DALLAS WHOLE AND HARMLESS FROM ANY CLAIMS OR DAMAGES ARISING NOW AND IN THE FUTURE: (1) TO CUSTOMER'S WATER MAINS OR WATER SYSTEM RESULTING FROM THE RATE OF FLOW OR QUANTITY OF WATER DELIVERED; AND (2) AS A RESULT OF THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF WATER PROVIDED TO CUSTOMER, UNLESS THE DAMAGES RESULTING FROM THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF THE WATER ARE CAUSED BY THE NEGLIGENT ACT OR OMISSION OF DALLAS, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS.

13.3 Indemnification. TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD DALLAS, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: (A) A BREACH OF THIS CONTRACT BY CUSTOMER; (B) THE NEGLIGENT ACT OR OMISSION OF CUSTOMER IN THE PERFORMANCE OF THIS CONTRACT OR IN CUSTOMER'S DAY-TO-DAY WATER OR WASTEWATER UTILITY OPERATIONS; OR (C) THE CONDUCT OF CUSTOMER THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS. PROVIDED, HOWEVER, THAT THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM DALLAS' SOLE VIOLATION OF A STATE OR FEDERAL LAW OR REGULATION OR FROM THE SOLE NEGLIGENCE OF DALLAS, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF THE JOINT AND CONCURRING RESPONSIBILITY OF CUSTOMER AND DALLAS, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED

COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING GOVERNMENTAL IMMUNITY OR ANY OTHER DEFENSES OF THE PARTIES UNDER APPLICABLE TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

13.4 Equitable Remedies. Recognizing that Dallas' and Customer's undertakings as provided in this Contract are obligations, the failure in the performance of which cannot be adequately compensated in money damages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

Article 14. SPECIAL PROVISIONS

This Contract shall incorporate and be subject to the following additional special provisions:

- A. Provisions peculiarly applicable to the Contract with Customer as opposed to other wholesale treated water customers, which are set forth in Exhibit "D," attached hereto and incorporated herein by reference; and
- B. Conditions under which the parties may provide reciprocal water or wastewater services to customers along their common boundaries and conditions under which the parties to this Contract may provide each other with temporary water or wastewater services, which conditions and provisions are set forth in Exhibit "E," attached hereto and incorporated herein by reference.

Article 15. MISCELLANEOUS PROVISIONS

15.1. Contract Administration. This Contract shall be administered on behalf of Dallas by the Director and on behalf of Customer by its authorized official or designated representative, who shall initially be Customer's Director of Public Works.

15.2 Notice of Contract Claim. This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Customer shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

15.3 Venue. The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

15.4 Governing Law. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of any other state.

15.5 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

15.6 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

15.7 Captions. The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

15.8 Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as may otherwise be provided in this Contract, their assigns.

15.9 Notices. Except as otherwise provided in Section 15.2, any notice, payment, statement, or Demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to DALLAS:

City of Dallas
Director of Water Utilities
1500 Marilla Street- 4/A/North
Dallas, Texas 75201

If to CUSTOMER:

City of Carrollton
Attn: City Manager
Carrollton City Hall
P. O. Box 110535
Carrollton, Texas 75011

15.10 Conflict of Interest. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE
OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services,

except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.”

For purposes of this Section 15.10, the word “City” means “City of Dallas.”

15.11 Gift to Public Servant. This Contract shall be subject to the following additional provisions:

A. Dallas may terminate this Contract immediately if Customer has offered, or agreed to confer any benefit upon a Dallas employee or official that the Dallas employee or official is prohibited by law from accepting.

B. For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

C Notwithstanding any other legal remedies, Dallas may require Customer to remove any officer or employee of Customer from the administration of this Contract or any role in the performance of this Contract who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a Dallas employee or official.

15.12 Applicable Laws and Regulations. This Contract is made subject to, and Dallas and Customer agree to comply with, all applicable laws of the State of Texas, applicable rules, regulations and orders of the TCEQ and Texas Water Development Board (TWDB) (or any successor entities thereto), Federal Law (including but not limited to environmental and water quality laws, rules, orders, and regulations), and the Charter and other ordinances of the City of Dallas and the City of Carrollton, as same may hereafter be amended. This Contract's effectiveness is dependent upon Dallas' and Customer's compliance with Title 30, Texas Administrative Code, Section 295.101 and Title 30, Texas Administrative Code, Chapter 297, Subchapter J (relating to water supply contracts and amendments), as amended. This Contract

may be subject to review and approval by TCEQ or TWDB. In the event of any final judgment finding any violation of the laws, rules, regulations, or orders by Customer described above, Customer shall be strictly liable for any damages caused to the property of Dallas as a result of such violation.

15.13 Authorization to Act. By their signature below, the representatives of Dallas and Customer state that they are authorized to enter into this Contract. Dallas and Customer shall each provide documentation that this Contract has been authorized by its respective governing body.


15.14 Entire Agreement; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the ___ day of _____, 2013, by the City of Dallas, signing by and through its City Manager, duly authorized to execute same by Resolution No.13-_____, adopted by the City Council on _____, 2013, and by Customer, acting through its duly authorized officials.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY _____
Assistant City Attorney


Submitted to City Attorney

BY _____
Assistant City Manager

ATTEST:

CUSTOMER:
CITY OF CARROLLTON

BY _____
Ashley Mitchell, City Secretary

BY _____
Leonard Martin, City Manager

APPROVED AS TO FORM:

BY _____
Clayton Hutchins, City Attorney

Exhibit A

MEMORANDUM OF AGREEMENT

Exhibit B

DESCRIPTION AND MAP OF CUSTOMER'S SERVICE AREA

(SEE ATTACHED MAP)

Exhibit B

Carrollton Water Utility Service Areas

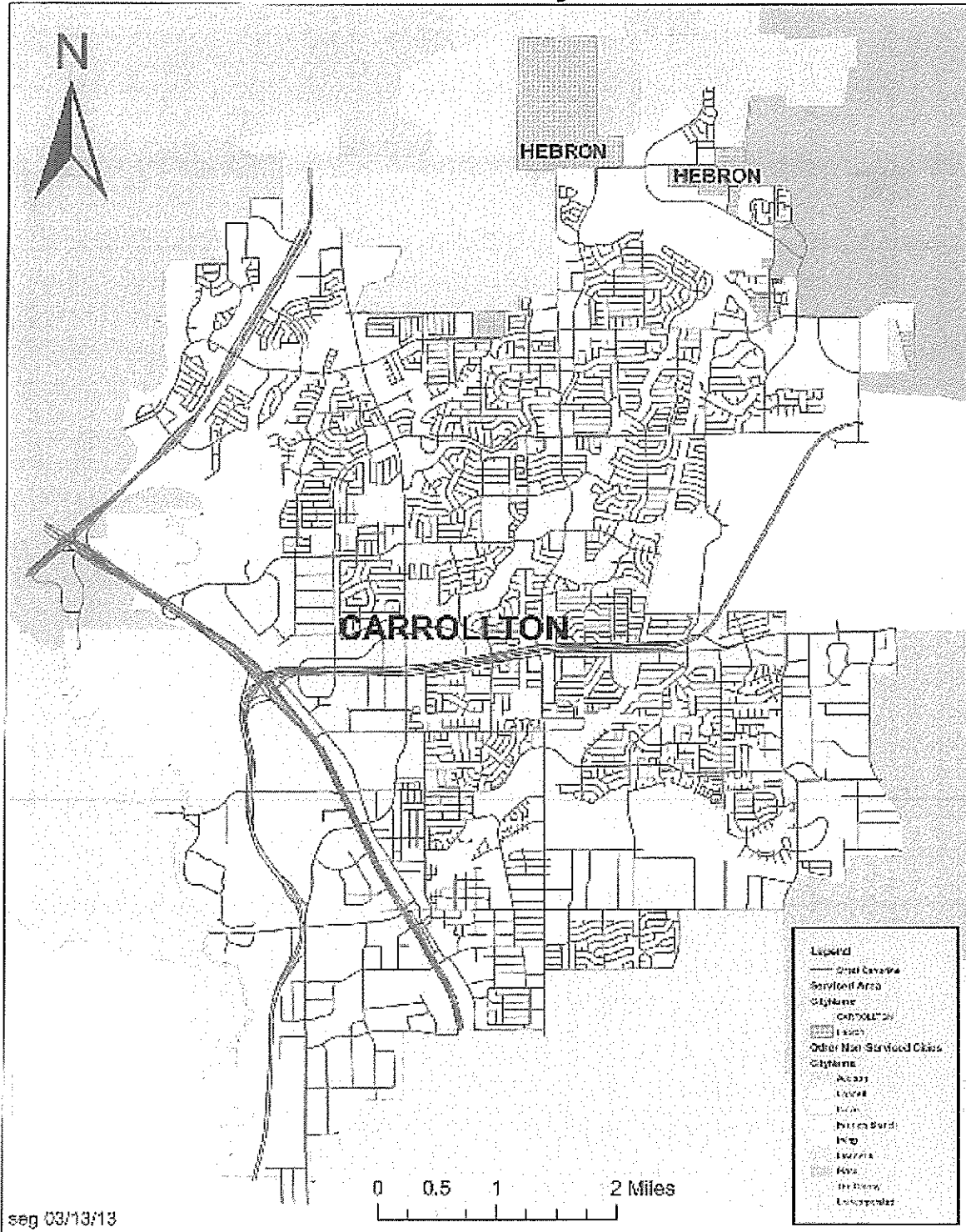


Exhibit C

DELIVERY POINT 3: Country Club #2

Location: The vault is located at the intersection of Country Club Road and Columbian Club Road in the City of Carrollton.

Description: A rate-of-flow controlled metering station is fed by a 60” Dallas service line. Flow from the meter feeds into Customer’s 24” main. The station is equipped with a 24” Venturi meter and associated equipment. Telemetry equipment is connected to Dallas’ control station. The maximum designed flow through the meter is 30 MGD.

Ownership: The metering vault is owned, operated, and maintained by Dallas.

DELIVERY POINT 4: Jackson Road

Location: The vault is located at the intersection of 1021 Jackson Road in the City of Carrollton.

Description: A rate-of-flow controlled metering station is fed by a 20” Dallas service line, which is fed by a 36” Dallas transmission main connected to a 36” Dallas service line. Flow from the meter feeds into Customer’s 36” main. The station is equipped with a 20” Venturi meter and associated equipment. Telemetry equipment is connected to Dallas’ control station. The maximum designed flow through this meter is 30 MGD.

A second rate-of-flow controlled metering station is fed by a 20” Dallas service line supplied by a 42” Dallas transmission main. Flow from the meter feeds into Customer’s 36” main. The station is equipped with a 20” Venturi meter and associated equipment. Telemetry equipment is connected to Dallas’ control station. The maximum designed flow through this meter is 30 MGD.

There is a 10” turbine bypass meter fed by a 12” line that is supplied by a 48” Dallas transmission main. The maximum designed flow through this meter is 10 MGD.

Ownership: The metering vault is owned, operated, and maintained by Dallas.

Exhibit D

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

(1) Customer Demand Charge for Period from June 1, 2013 through September 30, 2013. Customer agrees to pay Dallas Demand charges based on 43 MGD through September 30, 2013.

(2) Customer Demand Charge Beginning October 1, 2013. In consideration of Customer's request in the negotiation of this Contract, on October 1, 2013, Dallas agrees to charge and Customer agrees to pay the new Demand charge based on 41 MGD on October 1, 2013. **In consideration of Dallas' agreement to reduce Customer's existing Demand in the negotiation of this Contract, Customer agrees that it shall not increase its Demand or revise its Demand schedule for two years following October 1, 2013. Customer acknowledges that Dallas shall not be obligated to provide increased Demand requirements for the same subsequent two years following October 1, 2013.**

Exhibit E

RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT

1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES – WHEN SERVICING CITY HAS MAINS IN PLACE

The City of Dallas, Texas, hereinafter called “Dallas” and the City of Carrollton, Texas, hereinafter called “Customer”, hereby mutually agree, that when mains of the servicing city are currently in place, to provide water and/or wastewater service to customers along the public streets, roadways, alleys and easements forming a common city limit boundary of Dallas and Customer upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

The class of service contemplated by this Paragraph 1 anticipates a temporary connection until such time as the city requesting service will have water and/or wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located.

Nothing contained in this Agreement shall require that either city will be compelled to accept a customer classed under this Paragraph 1 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

- A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.
- B. The city providing the water and/or wastewater service contemplated under this Paragraph shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries and who are in the same category of service.
- C. The customer being served will be required to pay all applicable fees related to the services provided including a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city’s ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be the servicing city’s actual cost for rendering the service.

Exhibit E

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI-DEWLLING RESIDENTIAL UNITS.

Dallas and Customer hereby mutually agree to provide temporary water or wastewater service, or both, to customers along the public streets, roadways, alleys and easements forming a common city limit boundary of Dallas and Customer upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

The class of service contemplated by this Paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and/or wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained in this Agreement shall require that either city will be compelled to accept a customer classed under this Paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:

- (1) Single family residences or duplexes where mains are not in place.
- (2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.
- (3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other types of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.

B. The city providing the water and/or wastewater service contemplated under this Paragraph shall charge the customer served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries and who are in the same category of service.

C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type service being offered. Applicability of costs of

Exhibit E

extending service shall be determined by the officials designated in Paragraph 4.B. of this Agreement. Normal service costs will be determined as contemplated by Paragraph 1.C. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARAGRAPH 2.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Customer hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or, (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in Paragraph 2.

The class of service contemplated by this Paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained in this Agreement shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

The city providing the water or wastewater service contemplated under this Paragraph shall charge the customer served the same rate and associated charges as charged customers whose property lies within its own areas and boundaries.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in Paragraph 4.B. of this Agreement. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Customer under the following terms and conditions, which shall apply equally to either city:

- A. Neither party to this Agreement is obligated to provide water or wastewater service to the other party, and each party has the right to refuse to provide water or wastewater service, under this Agreement, to the other party.
- B. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for service shall be in writing and will be forwarded or approved by the following:

Exhibit E

If for Dallas:

Dallas Water Utilities
Director of Utilities
1500 Marilla Street – 4/A/N
Dallas, Texas 75201

If for Customer:

City of Carrollton
Attn: City Manager
Carrollton City Hall
P. O. Box 110535
Carrollton, Texas 75011

- C. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service if accepted or agreed to by said city.
- D. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.
- E. The city requesting service under this Agreement hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.

Customer agrees that, with prior written approval of Customer, Dallas may use streets, alleys and public rights-of-way within Customer's boundaries for the purposes detailed in this Agreement to provide retail water and wastewater service to Customer or to other customers without charges or tolls, provided that Dallas makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition. Such use and repairs shall be pursuant to the terms and conditions of the conveyance or license Customer duly grants for such purposes.

Dallas agrees that, with prior written approval of Dallas, Customer may use streets, alleys and public rights-of-way within Dallas' boundaries for the purposes detailed in this Agreement to provide retail water and wastewater service to Customer or to other customers without charges or tolls, provided that Customer makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition. Such use and repairs shall be pursuant to the terms and conditions of a license duly granted by the Dallas City Council.

- F. If at any time the city requesting service under this Agreement shall construct a main capable of providing water and/or wastewater service to any customer being served under the terms of this Agreement, then upon request, the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously served; provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.
- G. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with

Exhibit E

monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customers, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Customer that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas and Customer hereby mutually agree that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for under this Agreement.

6. TERMINATION OR MODIFICATION

This Agreement is to remain in force for the term of the Contract to which it is attached.



Agenda Memo
File Number: 0840

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *16.

CC MEETING: MAY 21, 2013

DATE: May 2, 2013

TO: Leonard Martin, City Manager

FROM: Priscilla Robinson, City Treasurer

Consider A **Resolution Authorizing The City Manager To Approve A Contract To Renew Services For Merchant Credit Card Processing Services With Fifth Third Bank** In An Amount Not To Exceed \$250,000 Annually.

BACKGROUND:

The Treasury Division sent out Request for Proposals (RFP) for Merchant Credit Card Services to various providers for response by October 25, 2012. The City received seven responses from: BB&T, Fifth Third Bank, Bank of America, Amegy Bank, First Data, Merit Card, and Lexis/Nexis. The RFP's were analyzed by staff and a final decision was made to award the contract to Fifth Third Bank.

The contract is being awarded based on proven excellent customer service, knowledge about the industry, best cost, fraud control, and strong financial background.

The City Attorney's office opinion in the past contract, and still remains, is that management should consider and the following issue before entering into this contract:

"Credit Card companies are given unilateral right to change the term of the contracts". It is completely out of Fifth Third Bank's control and jurisdiction how credit card corporations structure their interchange fees and consequently change those fees and pass them through to the vendors. It will take changes to credit card by-laws to change this part of the contract. Currently all municipalities accepting credit cards have the similar clauses in their contracts. In order to remove this clause from the contract national changes in credit card by-laws must happen.

FINANCIAL IMPLICATIONS:

Using prior year actual credit card processing expenses and keeping a similar fee structure with convenience fees collected by Municipal Court, Utility Customer Service, Building Inspection and miscellaneous revenues, staff estimates that current credit cards fees will approximate \$150,000 annually.

IMPACT ON COMMUNITY SUSTAINABILITY:

By providing credit cards as another payment option allows the city to collect revenues on

occasions in which accounts could be delinquent and the ability for citizens to have other alternatives to pay for services, amenities and facilities. Revenue collection is a critical part of the city's budget as it provides funds for projects throughout the community.

STAFF RECOMMENDATION/ACTION DESIRED:

Consider a resolution authorizing the City Manager to approve a contract for merchant credit card processing services with Fifth Third Bank beginning on June 1, 2013 and ending on June 1, 2016 with one two-year option to renew for an amount not to exceed \$250,000 annually.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE A THREE-YEAR WITH ONE TWO-YEAR OPTION TO RENEW CONTRACT FOR CREDIT CARD MERCHANT PROCESSING SERVICES WITH FIFTH THIRD BANK, IN AN AMOUNT NOT TO EXCEED \$250,000 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

A resolution authorizing the City Manager to enter into a three-year contract with one two-year option to renew with Fifth Third Bank to provide credit card merchant processing services to the city in the amount not to exceed \$250,000 annually; and providing an effective date.

SECTION 2

That the City Manager is hereby authorized to take those steps reasonable and necessary to comply with the intent of this resolution.

SECTION 3

That this resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 21st day of May, 2013.

Matthew Marchant, Mayor

ATTEST:

Ashley D. Mitchell, City Secretary

APPROVED AS TO FORM:

R. Clayton Hutchins, City Attorney

APPROVED AS TO CONTENT:

Priscilla Robinson, City Treasurer



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo

File Number: 0855

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *17.

CC MEETING: May 21, 2013

DATE: May 15, 2013

TO: Leonard Martin, City Manager

FROM: Marc Guy, Assistant City Manager; Ravi Shah, Director of Development Services

Consider A **Resolution Establishing Neighborhood Empowerment Zones.**

BACKGROUND:

Staff and the Re-Development Sub-Committee have explored concepts for creating an incentive package for repair, rehabilitation and re-development in the city's older neighborhoods. After reviewing programs from other cities staff concluded that the best model for Carrollton would be the Neighborhood Empowerment Zone concept, which would waive all construction fees, including building permit fees, impact fees, platting fees, and project permit fees (fences, electrical, plumbing, etc.), within the Zones, for both commercial and residential properties. Fees would be waived for all projects, including new development, and renovation, rehabilitation or repair of existing properties. This program would be easy to administer, requires no additional staffing, and the incentives would be focused on aging areas of the community.

Staff recommends creating several Neighborhood Empowerment Zones, whose boundaries would coincide with the NOTICE neighborhoods. These areas are already recognized as neighborhoods at the greatest risk of distress due to housing conditions, age and condition of infrastructure, etc., which puts them at or near a "tipping point." Since many of these neighborhoods are contiguous, they have been grouped to create larger Empowerment Zones, which include some commercial and retail properties.

This concept would offer another level of support to property owners and neighborhoods in concert with the infrastructure refreshment and targeted code enforcement efforts that are already part of each NOTICE initiative.

This item was presented as a worksession to the full Council at the May 7th, 2013 meeting.

FINANCIAL IMPLICATIONS:

Approval of the resolution as proposed will reduce building permit fee revenue. However, the reduction should be minimal in relation to the overall departmental budget.

IMPACT ON COMMUNITY SUSTAINABILITY:

The proposed program should enhance community sustainability.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends **APPROVAL** of the attached resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS, DESIGNATING CERTAIN AREAS WITHIN THE CITY OF CARROLLTON AS NEIGHBORHOOD EMPOWERMENT ZONES 1, 2, 3, 4 AND 5; ESTABLISHING THE BOUNDARIES OF SUCH ZONES; PROVIDING FOR AN EXEMPTION OF CERTAIN BUILDING AND DEVELOPMENT FEES FOR PROPERTY WITHIN THE ZONES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 378 of the Texas Local Government Code authorizes municipalities in the State of Texas to establish neighborhood empowerment zones; and

WHEREAS, The City Council of the City of Carrollton, Texas has made a determination that the creation of neighborhood empowerment zones will promote the creation and rehabilitation of affordable housing in the zones; will promote an increase in economic development in the zones; and will promote an increase in the quality of social services, education or public safety in the zones; and

WHEREAS, City Council of the City of Carrollton, Texas finds that the creation of neighborhood empowerment zones within the boundaries of the City of Carrollton, Texas benefits and is for the public purpose of increasing the public health, safety and welfare of the citizens of Carrollton, Texas; and

WHEREAS, The boundaries of such neighborhood empowerment zones have been established; and

WHEREAS, The City Council of the City of Carrollton, Texas finds that the creation of neighborhood empowerment zones satisfies the requirements of Section 312.202 of the Tax Code.

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

Section 1.

That Neighborhood Empowerment Zones 1, 2, 3, 4 and 5 are hereby created, as shown on the map attached hereto and incorporated herein as Exhibit A.

Section 2.

That the following fees are hereby exempted for any construction, reconstruction, repair, rehabilitation or remodeling of any property within a neighborhood empowerment zone for which a permit from the City of Carrollton is required, including but not limited to:

1. Application fees for any City board or commission case, including zoning changes, subdivision plats, miscellaneous development requests and appeals to the Property Standards Board
2. Application processing fees
3. Billboard conversion or relocation fees
4. Building permit fees
5. Certificates of Occupancy fees
6. Demolition permit fees
7. Driveway and other flatwork fees
8. Electrical permit fees
9. Fence permit fees
10. Fire sprinkler/fire alarm permit fees
11. Food establishment permit fees
12. Inspection fees, including reinspection fees
13. Irrigation system permit fees
14. Mechanical/HVAC fees
15. Park fee-in-lieu of dedication
16. Plumbing permit fees
17. Pool or spa permit fees
18. Remodel and finish-out permit fees
19. Retaining wall and satellite permit fees
20. Right-of-way permit fees
21. Sign and banner permit fees
22. Street light assessments
23. Temporary construction office buildings or trailers permit fees
24. Tree mitigation fees
25. Water and wastewater impact fees
26. Water connection tap fees

The following fees are not exempted within a zone:

1. Any fee related to the use of a city facility
2. Any fee associated with the enforcement or application of the Apartment Crime Reduction Program (Title IX, Chapter 99, Carrollton Code of Ordinances)
3. Any fee associated with the registration, enforcement or application of the Single-Family Rental Inspection Program (Title IX, Chapter 96, Carrollton Code of Ordinances)
4. Any fines or penalties related to any enforcement action of the City of Carrollton
5. Parade permit fees
6. Special events permit fees

Section 3.

This resolution shall take effect immediately from and after its passage and approval.

PASSED AND APPROVED by the City Council of the City of Carrollton, Texas, this 21st day of May, 2013.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Ashley D. Mitchell, City Secretary

APPROVED AS TO FORM:

Clayton Hutchins, City Attorney

APPROVED AS TO CONTENT:

Marc Guy, Assistant City Manager



FILENAME:ZONE_1.DWG



NEIGHBORHOOD EMPOWERMENT ZONE #1

SCALE:NTS DATE: 05-13

**ENGINEERING
DEPARTMENT**

Where Connections Happen



FILENAME:ZONE_1.DWG



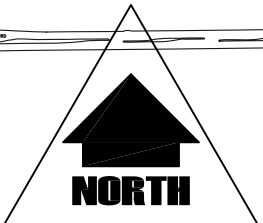
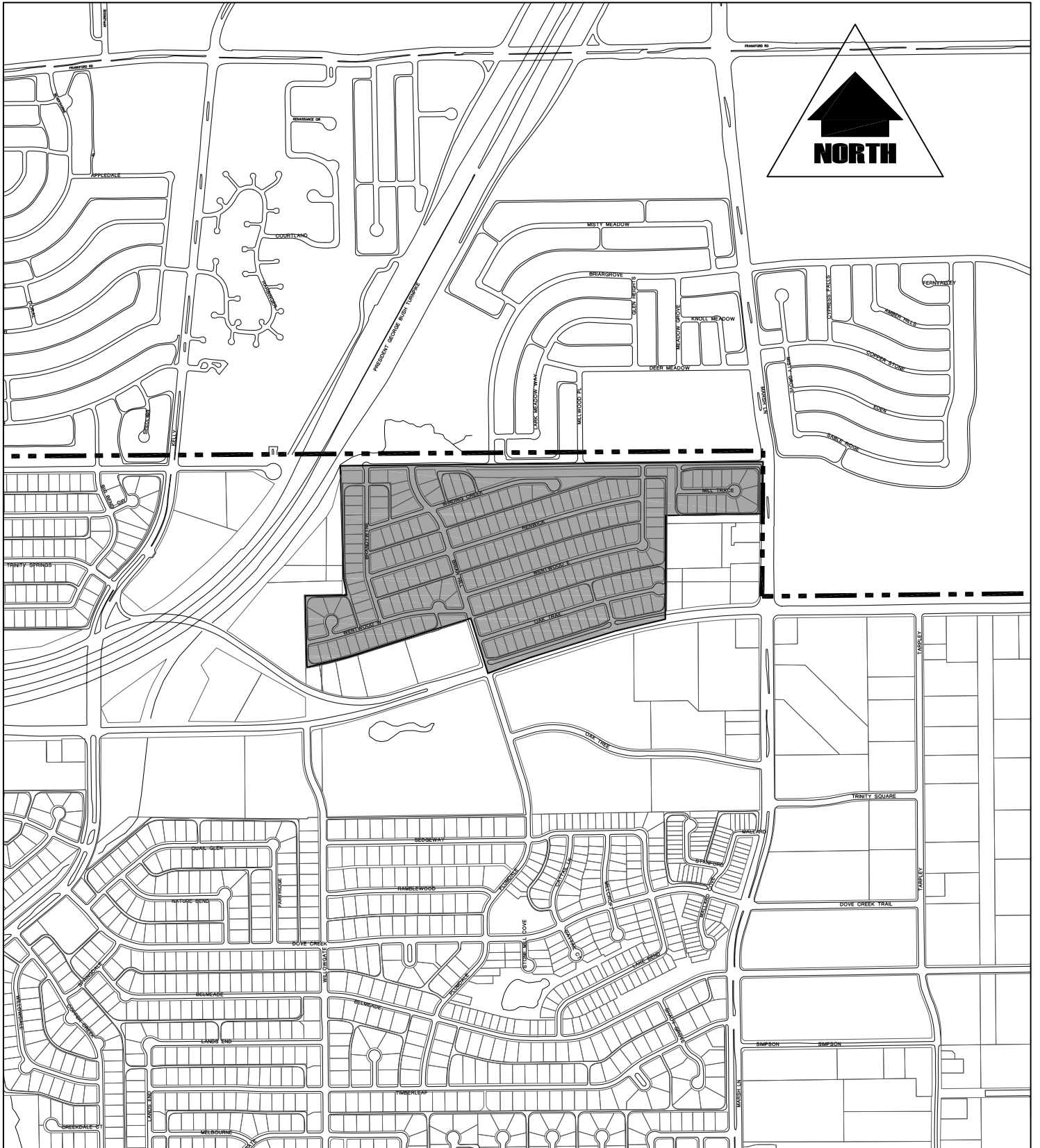
CARROLLTON
TEXAS

Where Connections Happen

**NEIGHBORHOOD
EMPOWERMENT ZONE
#2**

SCALE:NTS DATE: 05-13

**ENGINEERING
DEPARTMENT**



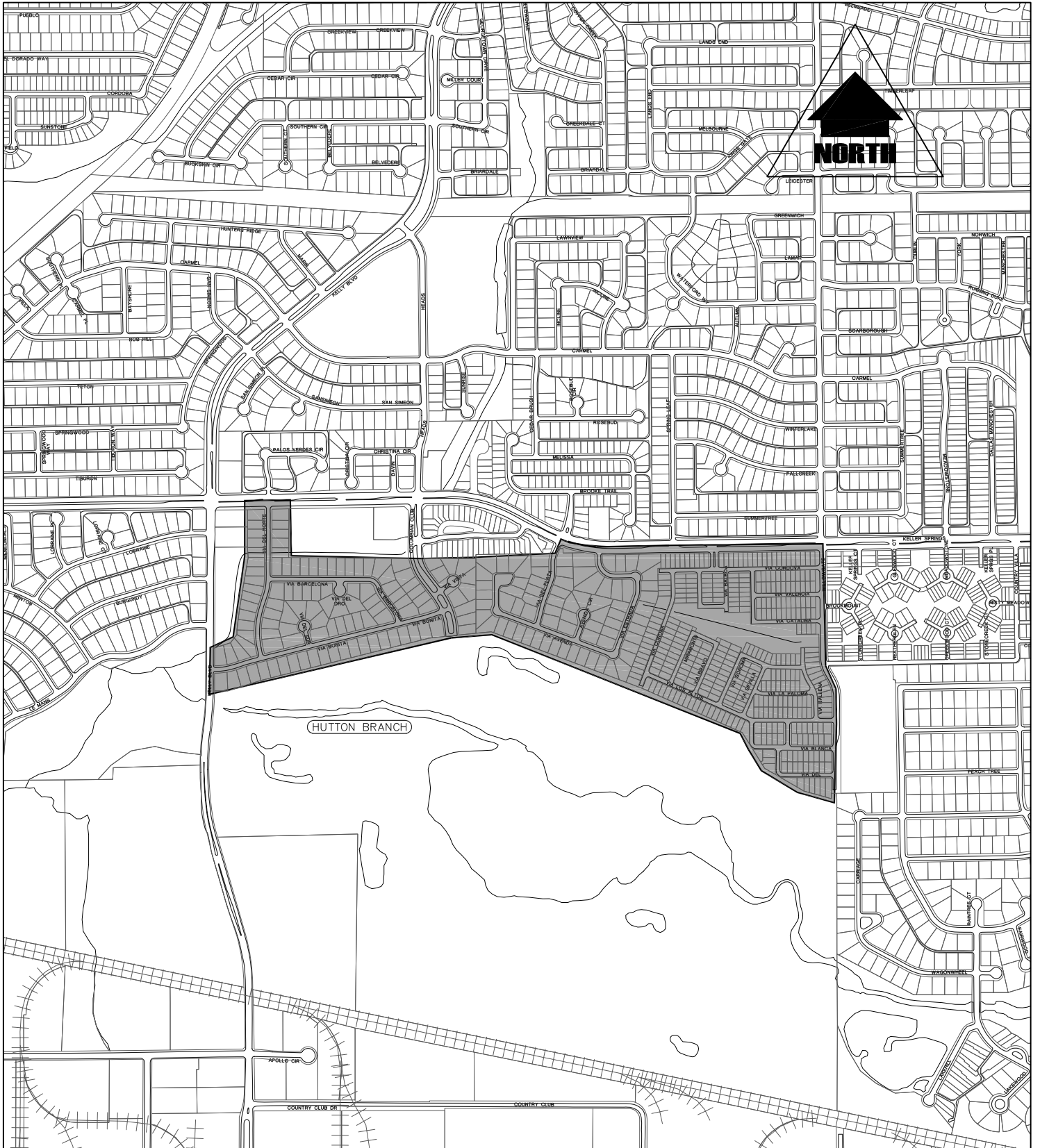
NEIGHBORHOOD EMPOWERMENT ZONE #3



Where Connections Happen

SCALE:NTS DATE: 05-13

**ENGINEERING
DEPARTMENT**



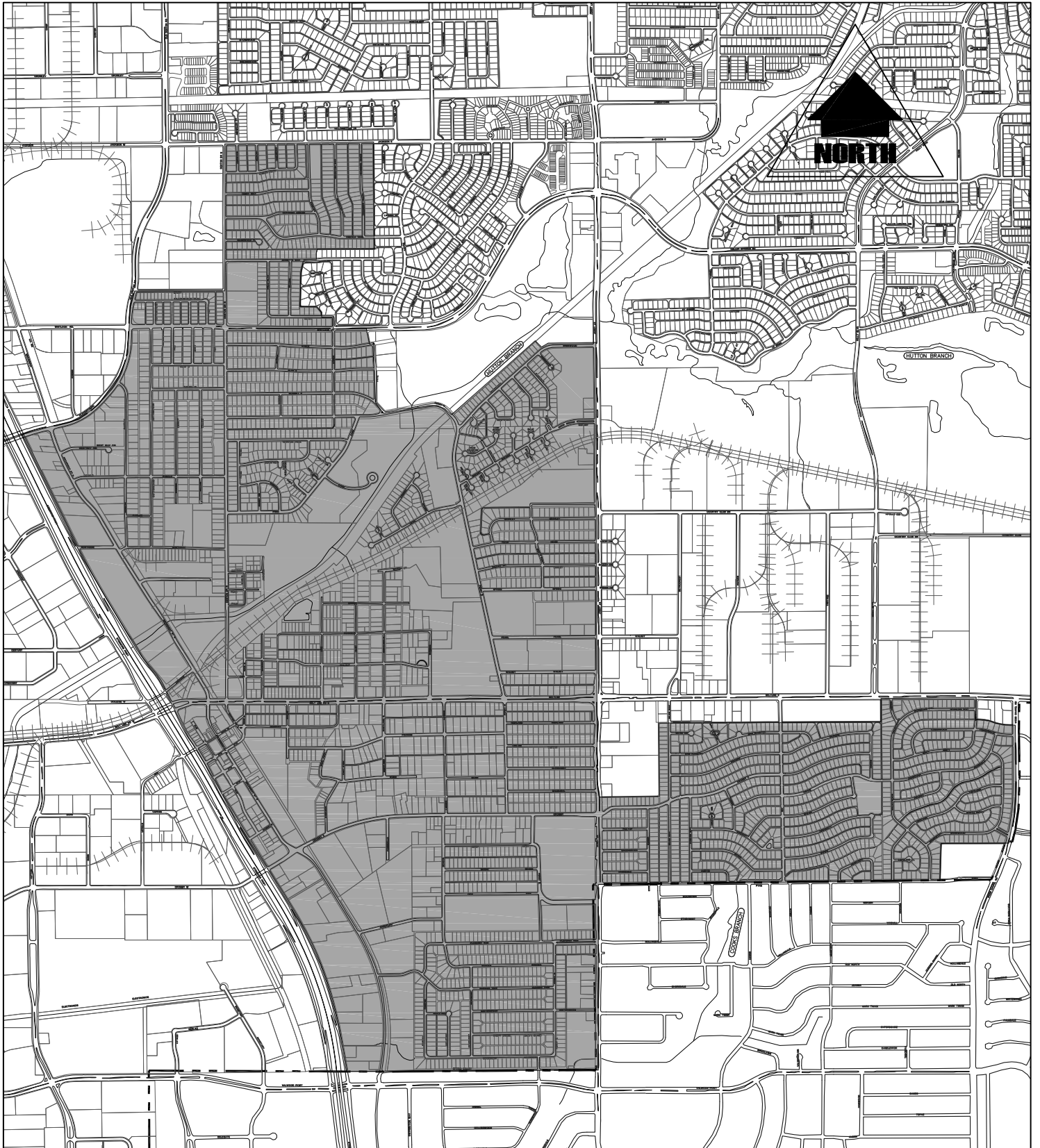
CARROLLTON
TEXAS

Where Connections Happen

**NEIGHBORHOOD
EMPOWERMENT ZONE
#4**

SCALE:NTS DATE: 05-13

**ENGINEERING
DEPARTMENT**



CARROLLTON
TEXAS

Where Connections Happen

**NEIGHBORHOOD
EMPOWERMENT ZONE
#5**

SCALE: NTS DATE: 05-13

**ENGINEERING
DEPARTMENT**



Agenda Memo
File Number: 0858

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *18.

CC MEETING: May 21, 2013

DATE: May 15, 2013

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager

Consider A **Resolution Authorizing Sale Of Foreclosed Property (Lot 2 of Advanced Car Wash - Rosemeade Addition).**

BACKGROUND:

On October 2, 2009, the District Court granted a judgment for foreclosure of the property at 2631 E. Rosemeade Parkway. On November 1, 2011, this property was offered for sale by the Sheriff of Denton County and did not receive sufficient bids as set by law. At this time, the property was struck off to Denton County as trustee for all the taxing entities.

This property used to have an oil change facility on it. That facility burned many years ago and the remaining structure was demolished. The property still has the concrete slab of the facility with a chain link fence around it. The adjacent property is a self-service car wash facility which is still in operation and current on property taxes. Attached is an aerial picture of the properties.

The Denton County’s delinquent tax attorneys, McCreary Veselka, Bragg & Allen, P.C., have requested that the City Council approve the sale of this property to the highest bidder even if the bid is less than the market value of the land or the total amount of the tax judgment against the property.

FINANCIAL IMPLICATIONS:

While the attached resolution will allow the sale of the property for less than the taxes owed, a sale will bring the property back on the tax rolls.

STAFF RECOMMENDATION/ACTION DESIRED:

Approval of the attached resolution.



**FORECLOSURE
PARCEL**



ROSEMEADE PARKWAY

FILENAME:ROSEMEADEFORECLOSUREPARCEL.DWG



TAX FORECLOSURE PROPERTY
2631 E. ROSEMEADE PARKWAY

CARROLLTON
TEXAS

Where Connections Happen

SCALE:NTS DATE: 05/13

**ENGINEERING
DEPARTMENT**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING SALE OF FORECLOSED PROPERTY (LOT 2 OF ADVANCED CAR WASH-ROSEMEADE ADDITION); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Cause No. **2004-0651-211, County of Denton vs. Jasper Jet, Inc.** was filed in the District Court of Denton County, Texas to collect delinquent taxes on the following described property, to wit:

Lot 2 of Advanced Car Wash-Rosemeade Addition, City of Carrollton, Denton, Texas being that property more particularly described in Volume 2023, Page 754 of the Deed Records, Denton County, Texas

WHEREAS, the District Court of Denton County, Texas granted Judgment on October 2, 2009, in favor of the taxing jurisdictions of Denton County as follows:

County of Denton	\$26,037.89
City of Carrollton	\$49,280.64
Lewisville ISD	\$138,189.01
Total Due	\$213,507.54
Market Value	\$225,600.00

(According to Denton Central Appraisal District)

WHEREAS, said parcels of land were offered for sale on November 1, 2011, by the Sheriff of Denton County at public auction pursuant to judgment of the District Court of Denton County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes and accrued penalty and interest;

WHEREAS, said parcels of land did not receive sufficient bids as set by law and were struck off to the **County of Denton, Trustee, in trust for itself, City of Carrollton and Lewisville Independent School District** pursuant to V.T.C.A., Tax Code Chapter 34; and

WHEREAS, the taxing units involved desire to resell said parcels of land in an expeditious manner pursuant to V.T.C.A., Tax Code Section 34.05.

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

SECTION 1

That City Council of the **CITY OF CARROLLTON** does hereby authorize the Trustee to solicit from the public bids on the said parcel of land or to request that the Sheriff of Denton County sell this property pursuant to V.T.C.A., Tax Code Section 34.05, and we do hereby

consent to the sale of said parcel of land to the highest bidder even if the bid tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property. We authorize the presiding officer of this body to execute any deed necessary to convey the parcels of land upon sale.

SECTION 2

That this resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas, this 21st day of May, 2013.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Ashley D. Mitchell, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Regina Edwards, First Asst. City Attorney

Bob Scott, Chief Financial Officer



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo File Number: 0859

Agenda Date: 5/21/2013

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *19.

CC MEETING: May 21, 2013

DATE: May 15, 2013

TO: Leonard Martin, City Manager

FROM: Lon Fairless, IT Director

Consider A Resolution Authorizing The City Manager To Enter Into An Interlocal Agreement With Dallas County To Provide Communication Equipment Repair And Related Services.

BACKGROUND:

On May 6, 2008, the City Council of the City of Carrollton approved Resolution 3189 to authorize the City Manager to enter into an Interlocal agreement with Dallas County to provide communication equipment repair and related services for a term of five (5) years.

For the past five (5) years, the City of Carrollton has provided communication equipment repair and related services to Dallas County. Net proceeds of more than \$14,000.00 were received by the City of Carrollton through the previous Interlocal agreement with Dallas County.

FINANCIAL IMPLICATIONS:

Proceeds from any services provided to Dallas County will be deposited to the IT Outside Sales and Support Account in the Carrollton Admin Fund.

STAFF RECOMMENDATION/ACTION DESIRED:

Approval of the attached resolution.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT TO PROVIDE COMMUNICATION EQUIPMENT REPAIR AND RELATED SERVICES TO DALLAS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County and the City of Carrollton have an existing interlocal agreement for communication and related equipment maintenance that expires on April 30, 2013; and,

WHEREAS, Dallas County desires to enter into a new agreement with the City of Carrollton to provide Services to the County to enable the County to maintain its radio communications systems and keep operational; and,

WHEREAS, the City of Carrollton has the ability to provide those Services to Dallas County; and,

WHEREAS, the City of Carrollton has agreed to continue to provide services at the rates and conditions outlined and a new term of five (5) years; and,

WHEREAS, it is in the financial interest of the City of Carrollton to provide those Services to Dallas County; and,

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

SECTION 1

That the City Manager is hereby authorized to enter into a five (5) year interlocal agreement commencing May 1, 2013 with Dallas County to provide communications equipment repair and related services. This Agreement may be terminated by either party upon one hundred eighty days prior written notice thereof to the other of its intention to terminate upon the date specified in each notice.

SECTION 2

That the City Manager is authorized to take those steps reasonable and necessary to comply with the intent of this resolution.

SECTION 3

That this resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 21st day of May, 2013.

Matthew Marchant, Mayor

Resolution No. _____

ATTEST:

Ashley D. Mitchell, City Secretary

APPROVED AS TO FORM:

Clayton Hutchins, City Attorney

APPROVED AS TO CONTENT:

Lon Fairless, IT Director



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo

File Number: 0844

Agenda Date: 5/21/2013

Version: 1

Status: Other Business

In Control: City Council

File Type: Resolution

Agenda Number: 20.

CC MEETING: May 21, 2013

DATE: May 13, 2013

TO: Leonard Martin, City Manager

FROM: Deryl Corley, City Administrator

Consider A **Resolution Appointing An Associate Municipal Court Judge.**

BACKGROUND:

Section 2.12 of the City Charter establishes the qualifications for and requires the City Council to appoint Municipal Court Judges every two years. The current term for the Associate Municipal Court Judge expired on April 5, 2013. A copy of the contract is available in the City Secretary's Office.

FINANCIAL IMPLICATIONS:

This position does not represent an increase in staffing and all related costs have already been incorporated into the City's 2013 budget.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends passage of the attached resolution.

RESOLUTION NO. _____

A RESOLUTION APPOINTING A CONTRACT ASSOCIATE MUNICIPAL COURT JUDGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Charter requires the appointment of Municipal Court Judges for a term of two years;

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

SECTION 1

That the attached Contract and Addendum for Associate Municipal Court Judge is hereby adopted.

SECTION 2

That _____ is appointed to serve as Contract Associate Judge, Municipal Court, for a period of two years and will perform the duties as described in the Contract and Addendum.

SECTION 3

That a two year appointment shall in no way limit the City Council's authority to terminate the contract in less than two years if they deem it in the best interest of the city

SECTION 4

That this resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas

this _____ day of _____, 2013.

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Ashley D. Mitchell, City Secretary

R. Clayton Hutchins, City Attorney



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo

File Number: 0846

Agenda Date: 5/21/2013

Version: 1

Status: Other Business

In Control: City Council

File Type: Resolution

Agenda Number: 21.

CC MEETING: May 21, 2013

DATE: May 13, 2013

TO: Leonard Martin, City Manager

FROM: Deryl Corley, City Administrator

Consider A **Resolution Appointing A Municipal Court Judge.**

BACKGROUND:

Section 2.12 of the City Charter establishes the qualifications for and requires the City Council to appoint Municipal Court Judges every two years. The current term for the Municipal Court Judge expires on May 24, 2013.

FINANCIAL IMPLICATIONS:

This position does not represent an increase in staffing and all related costs have already been incorporated into the City's 2013 budget.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends passage of the attached Resolutions.



DATE	May 2011
JOB CODE	
FLSA	EXEMPT
EEO	01

JOB TITLE: Municipal Court Judge
 DEPARTMENT/DIVISION: Municipal Court/ Municipal Court-Judges
 REPORTS TO: City Council

SUMMARY: Appointed and under the administrative direction of the City Council, presides over Municipal Court sessions and functions as Magistrate to administer justice in the disposition of cases involving ordinance or statutory misdemeanor violations within the jurisdiction of the Municipal Court. Supervises Assistant Municipal Court Judges.

AUTHORIZED BY: CHAPTER 30 GOVERNMENT CODE, (SUBCHAPTER V, SEC. 30.857), ORDINANCE 1920 AND CITY CHARTER SEC. 2.12

ESSENTIAL JOB FUNCTIONS:

- Reports to the City Council on the status of the Municipal Court as required.
- Supervises Assistant Municipal Court Judges
 - Assigns daily duties.
 - Sets uniform docket standards for all judges.
 - Monitors productivity, workload and performance throughout the year and prepares an annual performance review for review by the city council
 - Assists with the interview and selection process in the event of a judicial vacancy.
 - Acts as primary liaison to council regarding judicial issues
- Performs Municipal Judge duties as outlined in Texas State law, subject to assignment by the City Council, including but not limited to:
 - Presides over Municipal Court for all class "C" misdemeanors; holds court sessions to hear persons accused of violating city laws, ordinances, and other misdemeanor violations within the jurisdiction of the Municipal Court.
 - Determines innocence or culpability (when hearing cases without a jury) and levies fine or bail commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances.
 - Directs jurors in trial cases on proper interpretation of law.
 - Advises inmates of their rights, sets bonds, accepts pleas.
 - Reviews and signs affidavits for search and arrest warrants.
 - Coordinates court activities and judicial policy with the Court Administrator, Assistant City Manager responsible for Municipal Courts, City Attorney's Office, other city departments, and with outside agencies.
 - Participates and provides input in the selection and implementation of computerized court software

- Reviews and signs court related paper work in a timely and efficient manner so as to promote efficient and effective court operations and collections.
- Performs Magistrate duties as outlined in Texas State law including but not limited to:
 - Issues warrants, summons, magistrate warnings, etc.
 - Presides over driver's license suspension sessions for the Department of Public Safety; stolen property hearings, juvenile warnings, mental commitment hearings, etc.
 - Signs various paperwork such as arrest warrants, search warrants, prisoner transfer documentation, appeal bonds, affidavits, judgments and dismissals, etc.
- Works with the City Council Judicial Committee to establish Judicial Policy and Orders within the parameters of state law but also consistent with the values of the community and needs of other departments.
- Works with the City Council Judicial Committee to establish judge specific performance benchmarks regarding the effectiveness and productivity of the court.
- Prepares an annual report to the City Council regarding judicial performance and
- Performs legal research on occasion as needed.
- As a full time employee of the city, recognizes that Municipal Judge is their primary employment and takes precedence over other employment commitments. Will seek permission in advance of accepting secondary employment opportunities. Will be present and primarily engaged in City of Carrollton duties during regular business hours Monday through Friday, except for city holidays.
- Performs other duties as assigned.

SUPERVISORY/BUDGET RESPONSIBILITIES:

- Supervises the Assistant Municipal Court Judges and coordinates judicial related budget requests through the Court Administrator.

WORKING CONDITIONS:

- Sits for extended periods of time performing duties such as; hearing cases, preparing reports, and other related duties.
- Operates Office equipment such as computer, copy machine, calculator, etc.
- Periodically performs duties at unusual hours and on weekends and holidays.
- Is exposed to dangerous criminal elements.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of ordinances, statutes, and court decisions relating to Municipal Court jurisdiction.
- Knowledge of judicial procedure and rules of evidence.
- Knowledge of and the ability to conduct legal research.

- Knowledge of the organization, duties, powers, limitations, and authority of the Municipal Court.
- Ability to analyze evidence presented in court, to apply existing laws impartially, and to render prompt and equitable verdicts.
- Ability to communicate effectively, both in writing and verbally.
- Ability to express legal interpretations clearly, concisely, and in a forthright manner using a vocabulary level understandable to parties concerned.
- Skill in public/employee relations and problem solving.

PREFERENCES:

- None

MINIMUM QUALIFICATIONS:

- Juris Doctorate Degree in law from an accredited institution.
- Three years experience practicing law.
- Licensed with the State Bar of Texas.
- United States citizen.
- During the tenure of office, the municipal court judge shall reside in the City of Carrollton.
- Resident of the State of Texas for at least one year prior to appointment
- Qualified Voter.
- May hold no other elected public office.

CONDITIONS OF EMPLOYMENT:

- Pass pre-employment drug screening.
- Pass a motor vehicle record check.
- Pass a criminal history check

RESOLUTION NO. _____

A RESOLUTION APPOINTING MUNICIPAL COURT JUDGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Charter requires the appointment of Municipal Court Judges for a term of two years;

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

SECTION 1

That the attached job description for Municipal Court Judge is hereby adopted.

SECTION 2

That _____ is appointed to serve as Judge, Municipal Court, for a period of two years and will perform the duties as described in the job description.

SECTION 3

That this resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this ____ day of _____, 2013.

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Ashley D. Mitchell, City Secretary

R. Clayton Hutchins, City Attorney



City of Carrollton

1945 E. Jackson Rd.
Carrollton, Tx. 75006

Agenda Memo

File Number: 0847

Agenda Date: 5/21/2013

Version: 1

Status: Other Business

In Control: City Council

File Type: Resolution

Agenda Number: 22.

CC MEETING: May 21, 2013

DATE: May 13, 2013

TO: Leonard Martin, City Manager

FROM: Deryl Corley, City Administrator

Consider A **Resolution Appointing An Assistant Municipal Court Judge.**

BACKGROUND:

Section 2.12 of the City Charter establishes the qualifications for and requires the City Council to appoint Municipal Court Judges every two years. The current term for the Assistant Municipal Court Judge expires on May 24, 2013.

FINANCIAL IMPLICATIONS:

This position does not represent an increase in staffing and all related costs have already been incorporated into the City's 2013 budget.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends passage of the attached Resolutions.



DATE	May 17, 2011
JOB CODE	
FLSA	EXEMPT
EEO	01

JOB TITLE: Assistant Municipal Court Judges
DEPARTMENT/DIVISION: Municipal Court/Municipal Court-Judges
REPORTS TO: Municipal Court Judge

SUMMARY: Appointed by City Council and under the administrative direction of the Municipal Court Judge, presides over Municipal Court Sessions and functions as Magistrate to administer justice in the disposition of cases involving ordinance or statutory misdemeanor violations within the jurisdiction of the Municipal Court.

ESSENTIAL JOB FUNCTIONS:

Performs Municipal Judge duties as outlined in Texas State Law, Subject to assignment by the Municipal Judge, including but not limited to:

- Presides over Municipal Court for all class C Misdemeanors; holds court sessions to hear persons accused of violating city laws, ordinances, and other misdemeanor violations within the jurisdiction of the Municipal Court
- Determines innocence or culpability (when hearing cases without a jury) and levies fine or bail commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances
- Directs jurors in trial cases on proper interpretation of law
- Advises inmates of their rights, sets bonds, and accepts pleas.
- Reviews and signs affidavits for search and arrest warrant
- Coordinates daily court activities with the Municipal Judge, Court Administrator, City Attorney office.
- Performs Magistrate duties as outlined in Texas State Law including but not limited to:
 - Issues Warrants, summons, magistrate warning, etc.
- Presides over driver's license suspension sessions for the Department of Public Safety; stolen property hearings, juvenile warnings, mental commitment hearings, etc.
- Signs various paperwork such as arrest warrants, search warrants, prisoner transfer documentation, appeal bonds, affidavits, judgments, and dismissals, etc.
- Performs legal research on occasion as needed
- If Assistant Judge position is fulltime, the employee recognizes that the Assistant Municipal Judge is their primary employment and therefore takes precedence over other employment commitments. Will seek permission in advance of accepting secondary employment opportunities. Full time positions will be present and

Assistant Municipal Court Judge

- primarily engaged in City of Carrollton duties during regular business hours Monday through Friday, except for city holidays.
- Performs other duties as assigned

SUPERVISORY/BUDGET RESPONSIBILITIES:

- None

WORKING CONDITIONS:

- Sits for extended periods of time performing duties such as; hearing cases, preparing reports, signing judgments and other related duties.
- Operates office equipment such as computer, copy machine, calculator, etc.
- Periodically performs duties at unusual hours and on weekends and holidays.
- Is exposed to dangerous criminal elements.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of ordinances, statutes, and court decisions relating to Municipal Court jurisdictions.
- Knowledge of judicial procedure and rules of evidence
- Knowledge of and the ability to conduct legal research
- Knowledge of the organization, duties, powers, limitations, and authority of the Municipal court
- Ability to analyze evidence and data presented in court, to apply existing laws impartially, and to render prompt and equitable verdicts
- Ability to communicate effectively, both writing and verbally
- Ability to express legal interpretations clearly, concisely, and in a forthright manner using a vocabulary level understandable to parties concerned.
- Ability to conduct judicial proceedings in an efficient and effective matter.
- Skill in public/employee relations and problem solving

PREFERENCES:

- None

MINIMUM QUALIFICATIONS:

- Juris Doctorate Degree in law from an accredited institution
- Two years experience practicing law
- Licensed with the State Bar of Texas for at least one year prior to appointment
- Qualified Voter.
- May hold no other elected public office.
- United States Citizen
- Resident of the State of Texas

CONDITIONS OF EMPLOYMENT:

- Must pass pre-employment drug screen
- Must pass MVR
- Pass a criminal history check.
- May be called upon to perform duties at unusual hours and on weekends and holidays.

RESOLUTION NO. _____

A RESOLUTION APPOINTING ASSISTANT MUNICIPAL COURT JUDGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Charter requires the appointment of Municipal Court Judges for a term of two years;

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

SECTION 1

That the attached job description for Assistant Municipal Court Judge is hereby adopted.

SECTION 2

That _____ is appointed to serve as Assistant Judge, Municipal Court, for a period of two years and will perform the duties as described in the job description.

SECTION 3

That this resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this ____ day of _____, 2013.

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Ashley D. Mitchell, City Secretary

R. Clayton Hutchins, City Attorney

