

City of Carrollton

1945 E. Jackson Road
Carrollton, TX 75006



REGULAR WORKSESSION & MEETING

Tuesday, October 22, 2024

5:45 PM

CITY HALL, 2nd Floor

City Council

Mayor Steve Babick
Mayor Pro Tem Richard Fleming
Deputy Mayor Pro Tem Christopher Axberg
Councilmember Jason Carpenter
Councilmember Andrew Palacios
Councilmember Nancy Cline
Councilmember Daisy Palomo
Councilmember Rowena Watters

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

1. Receive **information and discuss Agenda.**
2. 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.
 - **Section 551.074** to discuss personnel matters.
 - Boards & Commissions Appointments
3. Council will **reconvene in open session** to consider action, if any, on matters discussed in the Executive Session.

*****WORKSESSION*****

4. **Mayor And Council Reports And Information Sharing.**

*****REGULAR MEETING 7:00 PM*******INVOCATION - Councilmember Daisy Palomo****PLEDGE OF ALLEGIANCE - Councilmember Nancy Cline****PRESENTATIONS**

5. Present **Achievement In Excellence In Procurement To The Finance Department.**

PUBLIC COMMENT

6. **Hearing of any citizen/visitor on items listed on the regular meeting agenda. Citizens wishing to address the Council regarding items not on the posted agenda will be called to speak during the Public Forum.**
- 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, clapping, 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.)*

CONTRACTS & AGREEMENTS

- *7. Consider **Authorizing The City Manager To Enter Into An Agreement With Oracle USA, Through Texas DIR Purchasing Cooperative, For Work Order Asset Management Software Maintenance, In An Amount Not To Exceed \$131,624.00**
- *8. Consider **Authorizing The City Manager To Enter Into A Contract Pursuant To RFP #24-014 With Jet Security For Court Security Guard Services In An Amount Not To Exceed \$65,000.00 Annually For A Total Five-Year Contract Amount Not To Exceed \$325,000.00.**
- *9. Consider **Authorizing The City Manager To Enter Into A Contract Pursuant To Bid #24-064 With Advance Contracting Group As The Primary Vendor And To V.A. Construction, Inc. As The Secondary Vendor For The Neighborhood Improvement Program In An Amount Not To Exceed \$1,100,000.00 Annually For A Total Three-Year Contract Amount Not To Exceed \$3,300,000.00.**
- *10. Consider **Authorizing The City Manager To Enter Into An Agreement With Lake Country Chevrolet For The Purchase Of Tahoes Through The TIPS Purchasing Cooperative In An Amount Not To Exceed \$826,937.00.**

- *11.** Consider Authorizing The City Manager To Enter Into An Agreement With Rush Truck Center For The Purchase Of One Isuzu NRR Jetter Sewer Truck Through BuyBoard Purchasing Cooperative In An Amount Not To Exceed \$172,772.00.
- *12.** Consider Authorizing The City Manager To Enter Into An Agreement With Houston Freightliner For The Purchase Of One 114SD Sewer Truck Through HGACBUY Purchasing Cooperative In An Amount Not To Exceed \$522,413.75.
- *13.** Consider Authorizing The City Manager To Enter Into An Agreement With Sole Source Provider WeeDoo For The Purchase Of An Environmental Workboat In An Amount Not To Exceed \$126,325.00.
- *14.** Consider Authorizing The City Manager To Enter Into An Agreement With Master Systems Courts, Through TIPS Purchasing Cooperative, For Tennis And Pickleball Court Resurfacing And Repairs In An Amount Not To Exceed \$72,176.08.
- *15.** Consider Authorizing The City Manager To Enter Into An Agreement With Fleetwood Services, LLC, Through BuyBoard Purchasing Cooperative, For Bunker Repair Of Indian Creek Golf Course In An Amount Not To Exceed \$1,206,674.00.
- *16.** Consider Authorizing The City Manager To Enter Into An Agreement With Catapult Staffing, LLC, Through GSA Purchasing Cooperative, For Staffing Services In A Total Amount Not To Exceed \$1,200,000.00.
- *17.** Consider Authorizing The City Manager To Execute Change Orders For The Contracts With Richardson Ready Electrical And Nema 3 Electric, Inc. For As-Needed Electrical Services Pursuant To RFP 21-007, In A Cumulative Amount Not To Exceed \$225,000.00, Increasing The Total Value For Both Contracts For A Cumulative Amount Not To Exceed \$1,125,000.00.
- *18.** Consider Authorizing The City Manager To Enter Into An Agreement With AVI Systems, Inc. For Audio-Visual Equipment And Installation And Support Services Through An Interlocal Agreement With TIPS For Two Court Rooms In The Municipal Court Building In An Amount Not To Exceed \$133,107.21.
- *19.** Consider Authorizing The City Manager to Enter Into An Agreement With Thyssen Krup Elevator For The Replacement Of The City Hall Elevator Through The Omnia Purchasing Cooperative In An Amount Not To Exceed \$191,844.00.

- *20.** Consider Authorizing The City Manager To Enter Into An Agreement With Siddons Martin Emergency Group For The Replacement Of One (1) Ferrara Fire Pumper Truck With One (1) Pierce Commercial Freightliner M2-106 Pumper Truck Through HGAC Purchasing Cooperative In An Amount Not To Exceed \$601,430.00.
- *21.** Consider Authorizing The City Manager To Enter Into An Agreement With Siddons-Martin Emergency Group For The Purchase Of Fire Hoses And Fire Nozzles Through Buy-Board In An Amount Not To Exceed \$81,000.00
- *22.** Consider Authorizing The City Manager To Enter Into An Agreement With Stryker Medical For The Sole Source Purchase Of Four (4) Stryker MTS Patient Power-LOAD Systems, Three (3) Stryker Power-PRO 2 Patient Transport Cots, And Associated Installation And Charging Equipment In An Amount To Not Exceed \$276,000.00.

RESOLUTIONS

- *23.** Consider A Resolution Authorizing The City Manager To Negotiate And Execute Contract Amendment No. 2 With AECOM For General Engineering Consultant Services Related To Project Management In An Amount Not To Exceed \$600,000.00, For A Revised Contract Amount Not To Exceed \$1,362,500.00.
- *24.** Consider A Resolution Authorizing An Agreement With Oncor Electric Delivery Company, LLC For Street Lighting Services.
- *25.** Consider A Resolution Approving An Interlocal Agreement With Dallas County Health And Human Services For Coordinated Health Services In The Amount Of \$23,823.00 For A Five-Year Amount Not To Exceed \$119,115.00.
- *26.** Consider A Resolution Authorizing The City Manager To Enter Into A Community Development Block Grant Funding Subrecipient Agreement With Metrocrest Services, In An Amount Not To Exceed \$106,650.00.
- *27.** Consider A Resolution Authorizing The City Manager To Enter Into Agreements With Various Furniture Vendors Through Interlocal Cooperative Agreements With Collin County Governmental Purchaser's Forum And Collin County College In An Amount Not To Exceed \$550,000.00

- *28.** Consider A Resolution Authorizing The City Manager To Take All Necessary Action Related To Execution Of An Interlocal Cooperation Agreement With The North Texas Emergency Communications, Inc., The Town Of Addison, The City Of Coppell, And The City Of Farmers Branch For The Acquisition Of Property From The Metrocrest Hospital Authority For The New North Texas Emergency Communications Center Consolidated Public Safety Communications Center; Authorizing The Expenditure Of The City Of Carrollton's Share Of The Purchase Price In An Amount Not To Exceed \$1,561,020.80; And Providing An Effective Date.
- *29.** Consider A Resolution Appointing Members To Serve On The Capital Improvements Plan Advisory Committee And Naming A Chair.
- *30.** Consider A Resolution Appointing Members To Serve On The Library Board And Naming A Chair.
- *31.** Consider A Resolution Appointing Members To Serve On The Museum And Historic Advisory Committee And Naming A Chair.
- *32.** Consider A Resolution Appointing Members To Serve On Music Advisory Board And Naming A Chair.
- *33.** Consider A Resolution Appointing Members To Serve On The Neighborhood Advisory Commission And Naming A Chair.
- *34.** Consider A Resolution Appointing Members To Serve On The Parks And Recreation Board And Naming A Chair.
- *35.** Consider A Resolution Appointing Members To Serve On The Planning And Zoning Commission And Naming A Chair.
- *36.** Consider A Resolution Appointing Members To Serve On The Property Standards Board And Naming A Chair.
- *37.** Consider A Resolution Appointing Members To Serve On The Traffic Advisory Committee And Naming A Chair.
- *38.** Consider A Resolution Ratifying Members To Serve On The Civil Service Commission And Naming A Chair.

PUBLIC FORUM

39. **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, clapping, 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.

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 18th day of October 2024 at 12:00pm.

Chloe Sawatzky

Chloe Sawatzky, 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 972-466-3001. Opportunities and services are offered by the City of Carrollton without regard to race, color, age, national origin, religion, sex or disability.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda. Further, the Texas Open Meetings Act, codified in Chapter 551 of the Texas Government Code, does not require an agenda posting where there is a gathering of a quorum of the City Council at a regional, state or national convention or workshop, social function, convention, workshop, ceremonial event or press conference. The City Secretary's Office may occasionally post agendas for social functions, conventions, workshops, ceremonial events or press conference; however, there is no legal requirement to do so and in the event a social function, convention, workshop, ceremonial event or press conference is not posted by the City Secretary's Office, nothing shall preclude a quorum of the City Council from gathering as long as "deliberations" within the meaning of the Texas Open Meetings Act do not occur.

FIREARMS PROHIBITED at City Council meetings pursuant to Texas Penal Code Sections 46.035(c) and 30.05.



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 5231

Agenda Date:

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 4.

Mayor And Council Reports And Information Sharing.



Agenda Memo File Number: 6894

Agenda Date: 10/22/2024

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentations

Agenda Number: 5.

CC MEETING: October 22, 2024

DATE: September 27, 2024

TO: Erin Rinehart, City Manager

FROM: Melissa Everett, Finance Director
Chrystal Davis, Assistant City Manager

Present **Achievement In Excellence In Procurement To The Finance Department.**

BACKGROUND:

The National Procurement Institute, Inc (NPI) established the Achievement of Excellence in Procurement® (AEP) program, designed to recognize organizational excellence in public procurement. This prestigious annual award is earned by those organizations that demonstrate excellence by obtaining a high score based on criteria designed to measure innovation, professionalism, productivity, e-procurement, and leadership attributes of the procurement organization.

The application is designed to encourage procurement professionals to go beyond the minimum requirements as set yearly by the AEP Sponsors and to recognize innovative programs and solutions that exemplify outstanding achievements. The award not only focuses on practical, documented work but also recognizes leadership and contributions that further advance the public procurement profession.

The City of Carrollton is receiving its first Achievement of Excellence in Procurement. The City is 1 of 198 across the country who received the award this year. The City's Finance Department, Purchasing Division includes Purchasing Manager Blake Williams, Senior Buyer Priscilla Ann Gonzalez, Buyer Julie Ketterer and Administrative Coordinator Priscilla Gonzales.



Agenda Memo

Agenda Date:

Version: 1

Status: Public Forum

In Control: City Council

File Type: Public Forum

Agenda Number: 6.

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

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Agenda Memo File Number: 6901

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *7.

CC MEETING: October 22, 2024

DATE: October 7, 2024

TO: Erin Rinehart, City Manager

FROM: Chris Chiancone, Chief Information Officer
Chrystal Davis, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Oracle USA, Through Texas DIR Purchasing Cooperative, For Work Order Asset Management Software Maintenance, In An Amount Not To Exceed \$131,624.00**

BACKGROUND:

The Public Works and Parks and Recreation departments utilize the Work Asset Management software by Oracle, to track departmental assets and work performed in their respective lines of business.

Oracle provides the necessary licensing as well as ongoing security patches and updates as a part of this software maintenance and is critical for the departments to continue their normal operations.

This City has used Oracle for several years and has been satisfied with their software maintenance.

FINANCIAL IMPLICATIONS:

The funds for this item are budgeted in the IT Software Maintenance Fund (151001-68710). A five percent contingency has been built into this request for potential inflationary increases.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council authorize a contract with Oracle, USA for the Work Order Asset Management software maintenance in an amount not to exceed \$131,624.00.



Agenda Memo
File Number: 6907

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *8.

CC MEETING: October 22, 2024

DATE: September 30, 2024

TO: Erin Rinehart, City Manager

FROM: Cristina Rodriguez, Court Administrator
Chrystal Davis, ACM - Culture, Leisure & Support Services

Consider **Authorizing The City Manager To Enter Into A Contract Pursuant To RFP #24-014 With Jet Security For Court Security Guard Services In An Amount Not To Exceed \$65,000.00 Annually For A Total Five-Year Contract Amount Not To Exceed \$325,000.00.**

BACKGROUND:

This Request for Proposal is to establish an annual contract for armed security guard services for the City of Carrollton’s Municipal Court. The guards will ensure safety and security for both City employees and the community in the entrance and lobby area of the Municipal Court building.

Bid notifications were posted online, previous and interested vendors were contacted, and advertisements were placed in the Dallas Morning News. Ten (10) vendors submitted responses. Submissions were evaluated based on criteria related to pricing, implementation and operation plans, and experience. Interviews were conducted with the top three vendors and Jet Security was selected as the best value based on the factors described above.

Jet Security is a local company, but new to providing these services to the City. Their experience providing security services for state and federal government buildings, along with their well-trained personnel and competitive pricing, align with the City’s needs.

The award will be for a three-year initial term and two (2) additional, one-year renewal options, if mutually agreed upon by the City and the vendor, for a potential five-year total contract.

FINANCIAL IMPLICATIONS:

Approved funding for Municipal Court Security Guard Services is set at \$65,000.00 which is the total utilization for the vendor.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>ANNUAL BUDGET AMOUNT</u>
141001	61190	\$65,000.00

IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with City Council’s goals and objectives to provide professional and courteous service and foster a positive workplace culture.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council authorize the City Manager to enter into a contract pursuant to RFP #24-014 for Municipal Court Security Guard Services with Jet Security in an amount not to exceed \$65,000.00 annually, for a total five-year contract amount not to exceed \$325,000.00.

Event Number	RFP #24-014	Organization	City of Carrollton Purchasing
Event Title	Municipal Court Security Guard Services	Workgroup	Purchasing
Event Description	The City of Carrollton is soliciting Proposal F	Event Owner	Julie Ketterer
Event Type	RFP	Email	Julie.Ketterer@cityofcarrollton.com
Issue Date	6/5/2024 01:25:48 PM (CT)	Phone	(972) 466-3105
Close Date	6/20/2024 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Allstar Security Group LLC (Allst	Midland	TX	6/20/2024 12:38:00 PM (CT)	0	\$0.00
Esprit De Security Services, Inc	HOUSTON	TX	6/17/2024 08:44:33 PM (CT)	4	\$132.00
Texas Crime Prevention & Inves	Dallas	TX	6/11/2024 02:51:57 PM (CT)	4	\$162.50
On The Job, LLC.	McKinney	TX	6/20/2024 11:54:45 AM (CT)	4	\$55,406.00
United Protective Services Inc	Los Angeles	CA	6/13/2024 04:54:30 PM (CT)	4	\$59,084.85
Jet Security	Arlington	TX	6/18/2024 04:06:18 PM (CT)	4	\$60,421.50
Security Reconnaissance Team,	Plano	TX	6/11/2024 06:27:33 PM (CT)	4	\$61,478.00
David Protective Services, Inc	Fort Worth	TX	6/19/2024 09:52:12 AM (CT)	4	\$62,802.49
Allied Universal Security (Univer	Conshohocken	PA	6/20/2024 10:26:35 AM (CT)	4	\$72,106.40
Texas Public Safety and Investig	Giddings	TX	6/20/2024 08:48:57 AM (CT)	4	\$74,132.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



Agenda Memo
File Number: 6912

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *9.

CC MEETING: October 22, 2024

DATE: October 14, 2024

TO: Erin Rinehart, City Manager

FROM: Jody Byerly, Director of Public Works
Shannon Hicks, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into A Contract Pursuant To Bid #24-064 With Advance Contracting Group As The Primary Vendor And To V.A. Construction, Inc. As The Secondary Vendor For The Neighborhood Improvement Program In An Amount Not To Exceed \$1,100,000.00 Annually For A Total Three-Year Contract Amount Not To Exceed \$3,300,000.00.**

BACKGROUND:

This contract will be used by the Public Works Department to reduce the backlog of pending concrete street, alley, and sidewalk repairs. It focuses specifically on select concrete panel replacement in residential subdivisions.

On September 5, 2024, the City issued BID #24-064 for the Neighborhood Improvement Program. Bid notifications were posted online, interested vendors were contacted and advertisements were placed in the Dallas Morning News. The bid closed on September 20, 2024. Twelve vendors submitted a response.

The Public Works Department reviewed the submissions and selected Advance Contracting Group and V.A. Construction, Inc. based on the lowest responsive bids per item and demonstrated specific experience on similar projects, including previously successful projects for the City of Carrollton. The award will be for a one-year initial term. The award also includes two additional one-year renewal options, if mutually agreed upon by the City and the vendor, for a potential three-year total contract not to exceed \$3,300,000.00.

FINANCIAL IMPLICATIONS:

Approved funding for Neighborhood Improvement Program is set at \$1,100,000.00 which is the total

utilization for the vendor.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
854460 - Streets Consolidated	114360499	\$ 1,100,000.00

IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with City Council’s goals and objectives of properly maintaining the City’s infrastructure.

STAFF RECOMMENDATION/ACTION DESIRED:

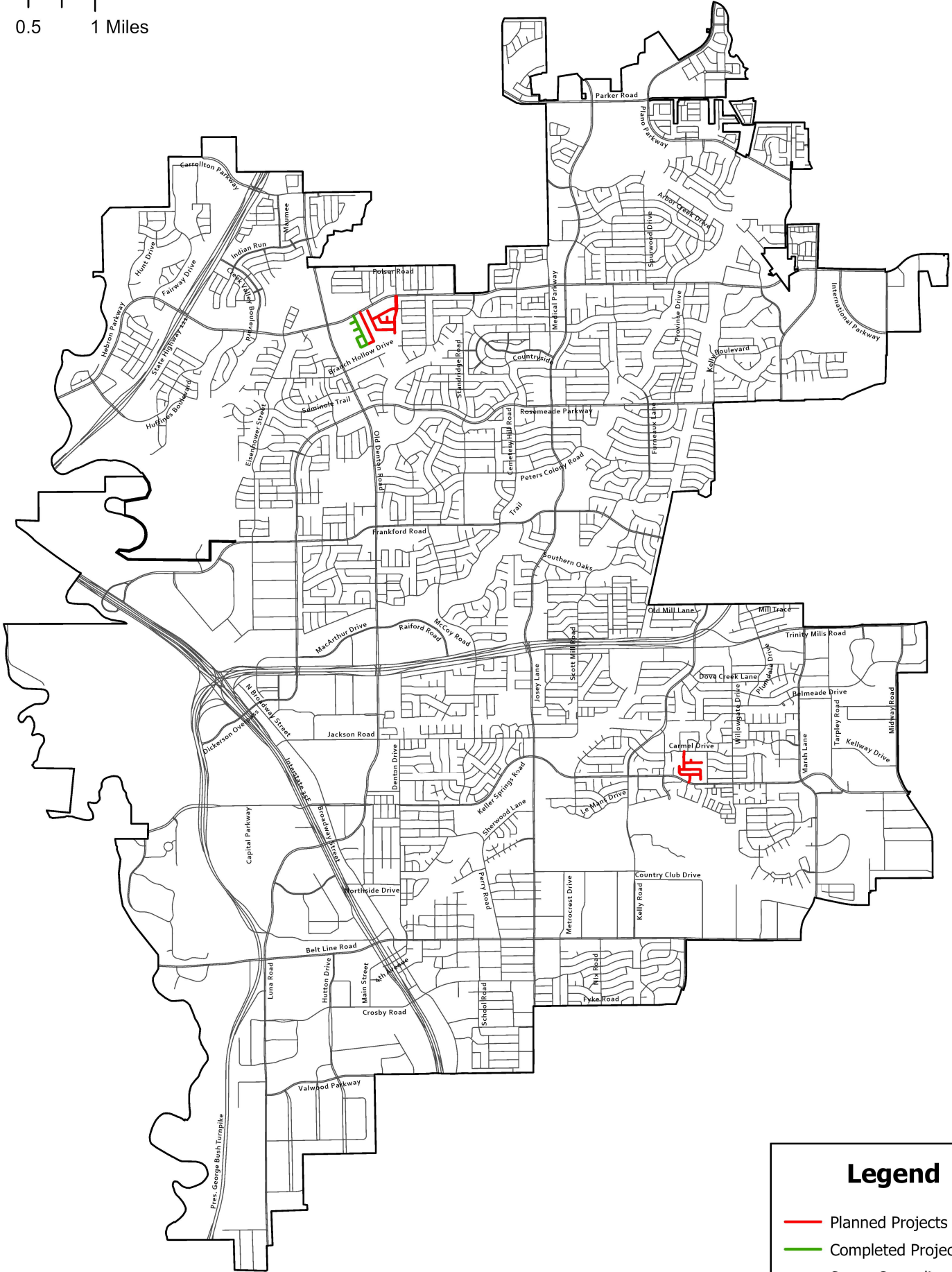
Staff recommends that City Council authorize the City Manager to enter into a contract pursuant to Bid #24-064 for Neighborhood Improvement Program with Advance Contracting Group as the primary vendor and V.A. Construction, Inc. as the secondary vendor, in an amount not to exceed \$1,100,000.00 annually, for a total three-year total contract amount not to exceed \$3,300,000.00.

NOTE:

The quantities listed on the tab sheet and in the bid document were stated as estimates only. The staff-recommended approval amount is based on the Public Works Department’s budget allocation for the purpose of the Neighborhood Improvement Program.

Neighborhood Improvement Program Bid 24-064

0 0.5 1 Miles





Agenda Memo
File Number: 6916

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *10.

CC MEETING: October 22, 2024

DATE: October 15, 2024

TO: Erin Rinehart, City Manager

FROM: Dwayne Bianco, Fleet and Facilities Director
Shannon Hicks, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Lake Country Chevrolet For The Purchase Of Tahoes Through The TIPS Purchasing Cooperative In An Amount Not To Exceed \$826,937.00.**

BACKGROUND:

Fleet Services is recommending the purchase of ten Tahoes that will be assigned to the Police Department. The Chevrolet Tahoe is the workhorse of the Police Department. This purchase will replace eight Tahoes based on the Fleet replacement policy on age, maintenance, and mileage. Two additional Tahoes will be purchased for school resource officers, which were approved in this year’s budget.

The Tahoes will be purchased with the customized lighting packages, camera and computer wiring, interior modifications and ballistic panels installed before delivery. Fleet Services and the Police Department have collaborated to streamline this process so the Tahoes can be purchased as a turnkey package. This will standardize the build and allow faster availability of the units to be put into service when they are delivered to the City.

Staff recommends acquiring the vehicles with the bid from Lake Country Chevrolet through TIPS. The TIPS cooperative purchasing entity meets all state of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

FINANCIAL IMPLICATIONS:

The vehicles will be purchased with budgeted funds from the Fleet Replacement Fund and Police Department operations fund in the amounts listed below.

QUOTE:

Lake Country Chevrolet (via TIPS)

Tahoes (10 units):

Patrol Units (8) \$661,549.60

School Resource Unit (2) \$165,387.40

Total \$826,937.00

IMPACT ON COMMUNITY SUSTAINABILITY:

Purchasing vehicles such as these ensures that City employees have the resources necessary to do their job, which is a City Council strategic goal.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an agreement with Lake Country Chevrolet to purchase ten Tahoes from through an interlocal agreement with the TIPS purchasing cooperative in an amount not to exceed \$826,937.00.

Carrollton Fleet Replacement Schedule FY 24-25

October 22, 2024	
Units Purchased	1
Purchases under 50k not needing council approval	1
Units Currently Being Presented to Council	13
Deferred Units	0
Approved ATB's	9
Remaining Purchases Needed	60
Total	74



Agenda Memo
File Number: 6917

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *11.

CC MEETING: October 22, 2024

DATE: October 15, 2024

TO: Erin Rinehart, City Manager

FROM: Dwayne Bianco, Director of Fleet/Facilities
Shannon Hicks, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Rush Truck Center For The Purchase Of One Isuzu NRR Jetter Sewer Truck Through BuyBoard Purchasing Cooperative In An Amount Not To Exceed \$172,772.00.**

BACKGROUND:

Fleet Services is recommending the purchase of one Isuzu NRR Jetter sewer truck assigned to the Waste-Water Department. The recommended purchase will be the replacement of unit 6016. This vehicle will be retired per Fleet policy on age, maintenance and operating hours. The average life span of a sewer jetter truck is 8-10 years. This vehicle has been in service for 10 years.

The truck is available through multiple vendors and cooperatives. Public Works staff selected the Isuzu NRR Jetter as the replacement unit. Staff recommend moving forward with the bid from Rush Truck Center through the BuyBoard purchasing cooperative. This cooperative entity meets all state of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

FINANCIAL IMPLICATIONS:

The vehicle will be purchased from budgeted funds from the accounts and amounts listed below.

QUOTES:

Rush Truck Center (BuyBoard): \$172,772.00

<u>ACCOUNT UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Fleet Replacement	5190	\$172,772.00

IMPACT ON COMMUNITY SUSTAINABILITY:

Purchasing vehicles such as these ensures that City employees have the resources necessary to do their job, which is a Council strategic goal.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an agreement with Rush Truck Center to purchase one sewer truck through our Inter-Local agreement with BuyBoard purchasing cooperative in an amount not to exceed \$172,772.00.



Carrollton Fleet Replacement Schedule FY 24-25

October 22, 2024	
Units Purchased	1
Purchases under 50k not needing council approval	1
Units Currently Being Presented to Council	13
Deferred Units	0
Approved ATB's	9
Remaining Purchases Needed	60
Total	74



Agenda Memo
File Number: 6918

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *12.

CC MEETING: October 22, 2024

DATE: October 15, 2024

TO: Erin Rinehart, City Manager

FROM: Dwayne Bianco, Director Fleet/Facilities
Shannon Hicks, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Houston Freightliner For The Purchase Of One 114SD Sewer Truck Through HGACBUY Purchasing Cooperative In An Amount Not To Exceed \$522,413.75.**

BACKGROUND:

Fleet Services is recommending the purchase of one sewer truck assigned to the Waste-Water Department. The recommended purchase will be the replacement of unit 7060. This vehicle will be retired per Fleet policy on age, maintenance and operating hours. The average life span of a sewer truck is 8-10 years. This vehicle has been in service for almost 10 years.

The truck is available through multiple vendors and cooperatives. Public Works staff selected the 114SD Freightliner as the replacement unit. Staff recommend moving forward with the bid from Houston Freightliner through HGAC purchasing cooperative. This cooperative entity meets all state of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

FINANCIAL IMPLICATIONS:

The vehicle will be purchased from budgeted funds from the accounts and amounts listed below.

QUOTES:

Houston Freightliner (HGACBUY): \$522,413.75

<u>ACCOUNT UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Fleet Replacement	5190	\$522,413.75

IMPACT ON COMMUNITY SUSTAINABILITY:

Purchasing vehicles such as these ensures that City employees have the resources necessary to do their job, which is a Council strategic goal.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an agreement with Houston Freightliner for the purchase of one sewer truck through our Inter-Local agreement with HGACBUY purchasing cooperative in an amount not to exceed \$522,413.75.



Carrollton Fleet Replacement Schedule FY 24-25

October 22, 2024	
Units Purchased	1
Purchases under 50k not needing council approval	1
Units Currently Being Presented to Council	13
Deferred Units	0
Approved ATB's	9
Remaining Purchases Needed	60
Total	74



Agenda Memo File Number: 6900

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *13.

CC MEETING: October 22, 2024

DATE: September 24, 2024

TO: Erin Rinehart, City Manager

FROM: Kim Bybee, Parks Manager
Chrystal Davis, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Sole Source Provider WeeDoo For The Purchase Of An Environmental Workboat In An Amount Not To Exceed \$126,325.00.**

BACKGROUND:

We are seeking Council's approval for the purchase of a WeeDoo Environmental Workboat and dredging unit, as part of our commitment to maintaining the efficiency and functionality of our city's water management systems. Our park system includes several ponds that have accumulated significant amounts of silt, which is increasingly interfering with water holding capacity. The WeeDoo will allow us to remove silt in critical areas of our pond system as well as undesirable surface vegetation and algae. Managing invasive plants, such as cattails, without the use of chemicals and during the appropriate timeframes enables us to strategically protect migratory species. This multifunctional capability significantly enhances our ability to maintain clean and functional ponds for the enjoyment of our citizens and native wildlife in a responsible manner.

The investment in a WeeDoo will not only address immediate operational challenges but also deliver long-term benefits through improved efficiency, reduced need for frequent chemical treatments, and increased sustainability. The anticipated return on investment includes cost savings through reduced manual labor and contracted services, providing significant value to the department and the city.

This equipment is a sole source purchase due to patents that make it unique and distinguishable from other products on the market.

FINANCIAL IMPLICATIONS:

The WeeDoo Workboat will be funded out of the following account:

ACCTG UNIT	ACCOUNT	BUDGET AMOUNT
854360	Dredging Project	\$126,325.00

IMPACT ON COMMUNITY SUSTAINABILITY:

This purchase supports and aligns with Council goals and objectives by judiciously investing in technology to improve our effectiveness and efficiency.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council authorize a contract with WeeDoo for the purchase of an environmental workboat in an amount not to exceed \$126,325.00.



Agenda Memo
File Number: 6903

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: October 22, 2024

DATE: October 7, 2024,

TO: Erin Rinehart, City Manager

FROM: Heather Smith, Recreation Manager
Chrystal Davis, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Master Systems Courts, Through TIPS Purchasing Cooperative, For Tennis And Pickleball Court Resurfacing And Repairs In An Amount Not To Exceed \$72,176.08.**

BACKGROUND:

The growth of tennis and pickleball in our community has pushed Oak Creek Tennis Center to full capacity, making the use of satellite courts essential. To meet the increasing demand, it has become necessary to upgrade the satellite courts to league play quality. Additionally, staff has evaluated underutilized tennis courts for conversion into much-needed pickleball courts.

To meet the community’s needs, staff is requesting approval to resurface and convert two tennis courts into six pickleball courts at W.J. Thomas Park. The work will include painting, installing new nets, fencing, and surface mount posts. Additionally, staff proposes converting two pickleball courts into one tennis court at Martha Pointer Park. These improvements will support the continued growth of both tennis and pickleball in the community.

Master Systems Courts has worked for the city on past projects including Francis Perry and Rhoton Parks, which included conversion of tennis courts to pickleball courts.

FINANCIAL IMPLICATIONS:

Mater Systems Courts is a TIPS vendor. The repairs will be funded by a tennis capital account and maintenance operating fund. A 10% contingency was added.

IMPACT ON COMMUNITY SUSTAINABILITY:

These improvements will allow staff to allocate resources for optimal results.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council authorize a contract with Master Systems Courts for renovations to tennis and pickleball courts in an amount not to exceed \$72,176.08



Agenda Memo
File Number: 6904

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *15.

CC MEETING: October 22, 2024

DATE: October 8, 2024

TO: Erin Rinehart, City Manager

FROM: Scott Whitaker, Parks & Recreation Director
Chrystal Davis, Assistant City Manager

Consider Authorizing The City Manager To Enter Into An Agreement With Fleetwood Services, LLC, Through BuyBoard Purchasing Cooperative, For Bunker Repair Of Indian Creek Golf Course In An Amount Not To Exceed \$1,206,674.00.

BACKGROUND:

Indian Creek Golf Club (ICGC) is a 36-hole municipal golf course that has suffered significant damage due to the storm from May 28th, 2024.

The golf club felt the impact of the strong straight-line winds and rain that left the property flooded and caused severe tree damage throughout all thirty-six holes. This required the entire golf club to be shut down for a month. After the extensive damage was assessed, major cleanup began with the contractor using all its resources to clean up tree limbs, whole trees and debris while also addressing the impact to the grass turf. The goal was to reopen as soon as possible. In evaluating the total impact, it became clear that all sand bunkers had been compromised. This meant sand had been washed away, debris had settled in the bunkers and the lining had been destroyed.

After much research staff has worked with Orion and talked with vendors on a better solution for the bunkers knowing that this type of flooding will happen again to land in the flood plain. We believe our strategy of using a new liner that will be able to be repaired quicker and will not be compromised as easily will help in the future and allow better maintenance on a day-to-day basis.

To keep ICGC competitive and at the level of play the golfing community enjoys, staff is requesting the approval of this contract using BuyBoard, which is an approved cooperative to repair or fill in all bunkers at Indian Creek Golf Club. A 10% contingency has been added.

FINANCIAL IMPLICATIONS:

The funds for these repairs will come from the golf capital account. These funds are from the proceeds the city receives from the golf course user fees and not from the city's operating budget.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with City Council's goals and objectives to adapt business practices to respond to changing conditions.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council authorize a contract with Fleetwood Services, LLC for bunker repair of Indian Creek Golf Club in an amount not to exceed \$1,206,674.00.



Agenda Memo

File Number: 6906

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *16.

CC MEETING: October 22, 2024

DATE: October 2, 2024

TO: Erin Rinehart, City Manager

FROM: Chris Chiancone, Chief Information Officer
Chrystal Davis, Assistant City Manager

Consider Authorizing The City Manager To Enter Into An Agreement With Catapult Staffing, LLC, Through GSA Purchasing Cooperative, For Staffing Services In A Total Amount Not To Exceed \$1,200,000.00.

BACKGROUND:

The FY25 Budget includes an approved ATB for IT Professional Services for certain specialized IT positions. To address the need for these specialized IT positions, the City has utilized professional services firms for staff augmentation, hard-to-hire positions, and other contract services.

By utilizing Catapult Staffing, LLC., the city can quickly access a pool of highly qualified professionals who have the necessary skills and experience for specialized positions and projects. Catapult Staffing, LLC. have extensive recruiting resources and established networks with professionals in various IT fields, making it easier for them to find the right fit for a particular position.

Catapult Staffing, LLC. will also be utilized for various IT related staff augmentation in support of AI, Mobile Development, and Document Management Software implementation.

Using contract services also allows the City to quickly adjust its workforce as needed, without the overhead costs associated with hiring full-time employees. This can be particularly useful during periods of high demand, when additional staff may be needed to handle an increased workload.

FINANCIAL IMPLICATIONS:

Catapult Staffing, LLC. is budgeted through the following accounts:

IT Professional Services 854105 - 124850199 (\$1,000,000.00)

Records Management Software 854105 - 124600199 (\$200,000.00)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council authorize the purchase of IT Professional Services as needed from Catapult Staffing, LLC., in an amount not to exceed \$1,200,000.



Agenda Memo
File Number: 6908

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *17.

CC MEETING: October 22, 2024

DATE: October 5, 2024

TO: Erin Rinehart, City Manager

FROM: Dwayne Bianco, Director of Fleet and Facility Services
Shannon Hicks, ACM for Public Safety and Development Services

Consider Authorizing The City Manager To Execute Change Orders For The Contracts With Richardson Ready Electrical And Nema 3 Electric, Inc. For As-Needed Electrical Services Pursuant To RFP 21-007, In A Cumulative Amount Not To Exceed \$225,000.00, Increasing The Total Value For Both Contracts For A Cumulative Amount Not To Exceed \$1,125,000.00.

BACKGROUND:

The City of Carrollton has existing contracts with Richardson Ready Electrical and Nema 3 Electric, Inc. to provide miscellaneous, as needed electric services at all city facilities and parks. The services include, but are not limited to, electrical wiring replacement, routine maintenance of electrical systems, installation of electrical fixtures and equipment, and on-call troubleshooting and assessment of malfunctioning systems.

The contracted services are used by multiple departments. As a result, and due to an increase in the volume of work over the contract term, additional funding authorization is needed for the existing and remaining terms. The current proposed change order will increase the contract totals by the 25% allowed by state statute to ensure a continuation of existing services.

FINANCIAL IMPLICATIONS:

To ensure there is funding available to continue the services, this change order consists of an additional \$225,000.00, which increases the current contract from \$900,000.00 to \$1,125,000.00, a 25% increase. Funding for the additional quantity is available in various department budgets.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with City Council’s goals and objectives to manage infrastructure with

fiduciary care.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council authorize the City Manager to execute change orders for the contracts with Richardson Ready Electrical and Nema 3 Electric, Inc. for as-needed electrical services pursuant to RFP 21-007, in an amount not to exceed \$225,000.00, increasing the total contract value in an amount not to exceed \$1,125,000.00.



Agenda Memo File Number: 6913

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *18.

CC MEETING: October 22, 2024

DATE: October 14, 2024

TO: Erin Rinehart, City Manager

FROM: Katy Bower, Director of Customer Service
Chrystal Davis, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With AVI Systems, Inc. For Audio-Visual Equipment And Installation And Support Services Through An Interlocal Agreement With TIPS For Two Court Rooms In The Municipal Court Building In An Amount Not To Exceed \$133,107.21.**

BACKGROUND:

The current AV equipment has been in the courts room is approximately 22 years old has reached the end of life and is beginning to fail and is not reliable to for use. The upgrade of both court rooms AV equipment will meet current needs in these rooms to ensure a smooth judicial process for defendants and court staff. This was an Addition-To-Base budget request that was approved for funding in FY 25.

FINANCIAL IMPLICATIONS:

The total cost of the equipment, installation, support, and one year maintenance plan for both court rooms AV equipment is \$133,107.21, including a 10% contingency. The funding for this purchase will come from the ATB capital fund 854105-124810199 (A/V Upgrades - Courtrooms).

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorize the City Manager to purchase the AV equipment for both court rooms from AVI Systems, Inc. on the TIPS #230105 cooperative contract, for a total amount not to exceed \$133,107.21. This purchase is necessary to ensure a smooth judicial process for defendants and court staff.



Agenda Memo
File Number: 6914

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *19.

CC MEETING: October 22, 2024

DATE: October 15, 2024

TO: Erin Rinehart, City Manager

FROM: Dwayne Bianco, Director of Fleet/Facilities
Shannon Hicks, Assistant City Manager

Consider **Authorizing The City Manager to Enter Into An Agreement With Thyssen Krup Elevator For The Replacement Of The City Hall Elevator Through The Omnia Purchasing Cooperative In An Amount Not To Exceed \$191,844.00.**

BACKGROUND:

The existing elevator system was installed when the building was originally built and is approximately 36 years old. Through the years various components have been replaced, the most recent being the hydraulic system tank in 2014. The last time the car was updated was in 2011. Currently the elevator is experiencing more frequent service calls and difficulty in sourcing parts. This replacement project would include demolition of the existing elevator, and replacement of the car, controllers, hoist way, exterior doors, lighting and modernization of the electronics. This elevator will also carry a 2,000lb freight capacity.

This unit performs a vital function at the City Hall facility. Reliability is a must for this building and a scheduled replacement will help maintain ADA access to all levels of City Hall with minimum disruption to staff, citizens, and visitors to City Hall. This replacement will take place over a long weekend, Thursday to Monday, to minimize service disruption.

Thyssen Krup is currently our maintenance contractor and has submitted a bid for the job. Thyssen Krup been a reliable service provider. The replacement unit is available through Omnia purchasing cooperative. Purchasing through cooperatives is allowed by state law.

FINANCIAL IMPLICATIONS:

The elevator will be purchased from budgeted Capital funds for the amount listed below.

Thyssen Krupp Elevators (Omnia) \$182,709.00

Contingency Funds (should they be needed)	<u>\$ 9,135.00</u>
Total Costs	\$191,844.00

IMPACT ON COMMUNITY SUSTAINABILITY:

Replacing this unit allocates resources for building infrastructure, which is a Council strategic goal.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an agreement with Thyssen Krupp Elevators for replacement of the City Hall elevator in an amount not to exceed \$191,844.00 through Omnia purchasing cooperative. This amount includes a contingency of 5% added to the bidder's response for unforeseen expenses as work progresses.



Agenda Memo
File Number: 6915

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *20.

CC MEETING: October 22, 2024

DATE: October 15, 2024

TO: Erin Rinehart, City Manager

FROM: Dwayne Bianco, Fleet & Facilities Director
Shannon Hicks, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Siddons Martin Emergency Group For The Replacement Of One (1) Ferrara Fire Pumper Truck With One (1) Pierce Commercial Freightliner M2-106 Pumper Truck Through HGAC Purchasing Cooperative In An Amount Not To Exceed \$601,430.00.**

BACKGROUND:

Fleet Services is recommending the purchase of one (1) Pierce Commercial Freightliner M2-106 Pumper truck from Siddons Martin Emergency Group through our member agreement with HGAC purchasing cooperative. This unit is the second of four purpose-built reserve units for Carrollton Fire Rescue. This unit was funded in the 24-25 Annual Budget. This new apparatus will replace an existing reserve unit. The unit replaced will be chosen based on age and maintenance costs.

These custom vehicles meet the specifications developed by the Carrollton Fire Rescue Department. Siddons Martin Emergency Group sells fire apparatus through the HGAC purchasing cooperative. This cooperative entity meets all State of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of efforts in the competitive bidding process.

FINANCIAL IMPLICATIONS:

The Fire pumper truck will be purchased from budgeted funds from the account and amount listed below.

Siddons Martin (HGAC Coop)	\$546,755.00
Contingency funds if needed	<u>\$ 54,675.00</u>
Total Request	\$601,430 .00

<u>ACCOUNT UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Fire Operations	Mobile Equipment	\$ 601,430.00

IMPACT ON COMMUNITY SUSTAINABILITY:

Purchasing vehicles such as this ensure that City employees have the resources necessary to do their job which is a Council Strategic goal.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an agreement with Siddons Martin Emergency Group to purchase one (1) Pierce Commercial Freightliner M2-106 Pumper Trucks using our existing agreement with HGAC purchasing cooperative in an amount not to exceed \$601,430.00.



Carrollton Fleet Replacement Schedule FY 24-25

October 22, 2024	
Units Purchased	1
Purchases under 50k not needing council approval	1
Units Currently Being Presented to Council	13
Deferred Units	0
Approved ATB's	9
Remaining Purchases Needed	60
Total	74



Agenda Memo File Number: 6919

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *21.

CC Meeting: October 22, 2024

Date: October 15, 2024

To: Erin Rinehart, City Manager

FROM: Michael Thomson, Fire Chief
Rex Redden, Executive Director of Public Safety

Consider Authorizing The City Manager To Enter Into An Agreement With Siddons-Martin Emergency Group For The Purchase Of Fire Hoses And Fire Nozzles Through Buy-Board In An Amount Not To Exceed \$81,000.00

BACKGROUND: This agenda item is for purchasing fire hoses and fire nozzles used by firefighters during both non-emergency and emergency operations. Due to the anticipated replacement of damaged, outdated, and end-of-life fire hoses and nozzles, Carrollton Fire Rescue will surpass the \$50,000.00 purchasing threshold during Fiscal Year 2025. Carrollton Fire Rescue is seeking Council approval to purchase fire hoses and nozzles in an amount not to exceed \$81,000.00 during Fiscal Year 2025.

The fire hoses and nozzles will be purchased through our interlocal agreement with Buy-Board. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process. Buy-Board meets all state of Texas bidding requirements.

FINANCIAL IMPLICATIONS: The fire hoses and nozzles will be purchased from funds budgeted in the Fire Department's Fiscal Year 2025 budget.

IMPACT ON COMMUNITY SUSTAINABILITY: The fire hoses and nozzles are used during the course of responding to and mitigating both non-emergency and emergency incidents. The fire hoses and nozzles are designed to carry water and other fire retardants to extinguish fires and protect firefighters from thermal and environmental insults during emergency operations including structure fires, vehicle fires, rubbish fires, grass fires, vehicle collisions, rescue operations, and any other hazardous situation in which fire hoses and nozzles are required. The fire hose and nozzles are used

during multiple types of emergency incidents including fire suppression, and rescue operations.

STAFF RECOMMENDATION/ACTION DESIRED: Staff recommends authorizing the City Manager to enter into an agreement with Siddons-Martin Emergency Group for fire hose and fire nozzles in an amount not to exceed \$81,000.00. This purchase will be through an Interlocal Agreement with Buy-Board.



Agenda Memo
File Number: 6920

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *22.

CC MEETING: OCTOBER 22, 2024

DATE: October 15, 2024

TO: Erin Rinehart, City Manager

FROM: Michael Thomson, Fire Chief
Rex Redden, Executive Director of Public Safety

Consider **Authorizing The City Manager To Enter Into An Agreement With Stryker Medical For The Sole Source Purchase Of Four (4) Stryker MTS Patient Power-LOAD Systems, Three (3) Stryker Power-PRO 2 Patient Transport Cots, And Associated Installation And Charging Equipment In An Amount To Not Exceed \$276,000.00.**

BACKGROUND:

This agenda item is for the purchase of four (4) Stryker MTS Power-LOAD systems, three (3) Stryker Power-PRO 2 cots, and associated installation and charging equipment. This purchase is to replace existing Stryker patient loading and transport equipment that has reached the end of its usable life. This purchase is being made using a sole source provider, Stryker Medical Corporation. The Fire Department has a sole source letter on file.

FINANCIAL IMPLICATIONS:

The Stryker MTS Power-LOAD systems, Stryker Power-PRO 2 cots, and associated equipment will be purchased from funds budgeted in the Fire Department's Fiscal Year 2025 budget.

IMPACT ON COMMUNITY SUSTAINABILITY:

Carrollton Fire Rescue paramedics use these hydraulic cots and loading systems when caring for every patient that is transported to the hospital. This system enhances the safety of personnel and patients by supporting the patient's weight during the ambulance transport as well as during loading and unloading the patient from the ambulance. This system decreases the spinal loading on CFR Paramedics and helps to prevent cumulative injuries.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an agreement with sole source provider,

Stryker Medical Corporation to purchase four (4) Stryker MTS Power-LOAD systems, three (3) Stryker Power-PRO 2 cots, and associated installation and charging equipment in an amount not to exceed \$276,000.



Agenda Memo
File Number: 6896

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *23.

CC MEETING: October 22, 2024

DATE: October 7, 2024

TO: Erin Rinehart, City Manager

FROM: Jonathan Wheat, P.E., Director of Engineering
Shannon Hicks, Assistant City Manager

Consider A **Resolution Authorizing The City Manager To Negotiate And Execute Contract Amendment No. 2 With AECOM For General Engineering Consultant Services Related To Project Management In An Amount Not To Exceed \$600,000.00, For A Revised Contract Amount Not To Exceed \$1,362,500.00.**

BACKGROUND:

On February 20, 2024, City Council approved a resolution authorizing the City Manag to execute a professional services agreement with AECOM for general engineering consultant services related to project management. The original contract provided for one project manager to oversee construction projects for the City.

Contract Amendment No. 1 provided an additional project manager focused on vertical construction projects similar to: City Jail Upgrades, Fire Station 5/South Service Center Construction, Oak Creek Tennis Center Improvements, and City Hall Phase 2.

Contract Amendment No. 2 will provide an additional project manager focused on vertical construction and extend the availability of the initial project manager to full time.

A formal selection process was conducted, by which a request for qualifications (RFQ) was publicly advertised and firms were evaluated on criteria that included their understanding of the required services, similar project experience, personnel depth and company qualifications. The most qualified firms are identified by staff and then approved by City Council.

FINANCIAL IMPLICATIONS:

Funding for these services will come from the respective capital project fund and is currently available.

Staff is proposing this contract amendment with a total amount not to exceed \$600,000.00. Project selection will be based on individual capabilities, variability in project size and scope requirements.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will support the City Council’s strategic objectives and vision of building a community that families and businesses want to call home by:

- Ensuring construction provided to the City meets project requirements.
- Continuing to complete construction projects in a timely manner.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to negotiate and execute contract amendment no. 1 with AECOM for general engineering consultant services related to project management in an amount not to exceed \$600,000, for a total maximum fee not to exceed \$1,362,500.00.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACT AMENDMENT NO. 2 WITH AECOM FOR GENERAL ENGINEERING CONSULTANT SERVICES RELATED TO PROJECT MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1:

The City Manager is authorized to negotiate and execute contract amendment no. 2 with AECOM for general engineering consultant services in an amount not to exceed \$600,000.00, for a total amount not to exceed \$1,362,500.00.

SECTION 2:

The City Manager, or designee, is authorized to take those steps reasonable and necessary to comply with the intent of this Resolution.

SECTION 3:

This Resolution shall take effect immediately from and after its passage.

PASSED and APPROVED on this 22nd day of October 2024.

CITY OF CARROLLTON, TEXAS

By: _____
Steve Babick, Mayor

ATTEST:

Chloe Sawatzky, City Secretary

Approved as to form:

Approved as to content:

Meredith A. Ladd, City Attorney

Jonathan Wheat, P.E.,
Director of Engineering



Agenda Memo
File Number: 6897

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *24.

CC MEETING: October 22, 2024

DATE: October 7, 2024

TO: Erin Rinehart, City Manager

FROM: Jonathan Wheat, P.E., Director of Engineering
Shannon Hicks, Assistant City Manager

Consider **A Resolution Authorizing An Agreement With Oncor Electric Delivery Company, LLC For Street Lighting Services.**

BACKGROUND:

On October 15, 2019, the City Council approved Ordinance 3298 granting Oncor a Franchise Agreement to furnish and deliver electricity to the general public in the City of Carrollton and furnish street light services. The Agreement with Oncor includes the installation and maintenance of streetlights throughout the City. Streetlights installed under the existing agreement have primarily been High Pressure Sodium (HPS) lights. This type of lighting is very energy efficient, however, the lighting has a yellow hue. Recently, the development of light-emitting diode (LED) street lighting, which provides a more desirable white light and is also energy efficient, has become cost competitive with HPS lighting. As a result, all major manufacturers used by Oncor, and the industry at large, have either started or have completely phased out HPS streetlight fixtures. Due to changing industry standards, Oncor has made the decision to begin replacing all existing Oncor owned/maintained HPS fixtures with LED fixtures as they fail and will only offer LED fixtures for new construction.

The Agreement with Oncor will authorize Oncor to replace existing non-working streetlight fixtures with LED streetlight fixtures. _

FINANCIAL IMPLICATIONS:

There are no immediate costs associated with the Amendment to the Oncor Agreement. The costs to the City will be determined each year by the Oncor Tariff Rate, which is adjusted based on the cost of lighting fixtures and electricity costs. Costs for street lighting services will be covered through the Operational Budget and are not anticipated to change significantly due to installation of LED lighting.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will support the City Council's strategic objectives and vision of building a community that families and businesses want to call home by:

- Maintaining and improving street lighting throughout the City.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of a resolution authorizing the City Manager to enter into an Agreement with Oncor Electric Delivery (Oncor) for Street Lighting Services.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING AN AGREEMENT FOR STREET LIGHTING SERVICE WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On October 15, 2019, the City Council approved Ordinance No. 3928 granting Oncor Electric Delivery Company, LLC ("Oncor") a franchise ("Franchise Agreement") to furnish and deliver electricity to the general public in the City of Carrollton; and

WHEREAS, this Franchise Agreement remains in force and continues until September 30, 2038; and

WHEREAS, Oncor is a regulated public utility, and the only entity permitted to construct or modify Oncor-owned street light facilities; and

WHEREAS, the City desires to execute a Street Lighting Service Agreement for Light-emitting diode (LED) Replacements permitting Oncor to replace existing non-working streetlight fixtures with LED streetlight fixtures within city limits; and

WHEREAS, the Street Lighting Agreement defines procedures for implementation of the Tariff for Retail Delivery, as may be revised from time to time, on file with the Public Utility Commission of Texas;

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

SECTION 1

All of the above premises are found to be true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The City Manager, or designee, is authorized to negotiate and execute a Street Lighting Service Agreement for Light-emitting diode (LED) Replacements with Oncor Electric Delivery Company, LLC, to replace existing non-working, Oncor-owned streetlight fixtures with LED streetlight fixtures within the City of Carrollton.

SECTION 3

The City Manager, or designee, is authorized to take those steps reasonable and necessary to comply with the intent of this Resolution.

SECTION 4

This Resolution shall take effect immediately from and after its passage.

DULY PASSED and APPROVED on this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

Chloe Sawatzki, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Meredith A. Ladd, City Attorney

Jonathan Wheat, P.E.,
Director of Engineering

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

Sheet: 17
Page 1 of 7
Revision: Three

6.3.17 Agreement for Street Lighting Service

AGREEMENT FOR STREET LIGHTING SERVICE

BY AND BETWEEN

A _____

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

Sheet: 17
Page 2 of 7
Revision: Three

**AGREEMENT FOR STREET LIGHTING SERVICE
BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND
[INSERT NAME]**

_____ (“Customer”), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the “Agreement”), agree as follows:

- 1. Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
 - a. “Company’s Tariff” shall mean the Company’s approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;
 - b. Customer shall be the “Retail Customer” as such term is used in Company’s Tariff.
 - c. “Facility” or “Facilities” shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.

- 2. Term and Termination.** Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company’s Tariff, this Agreement shall be effective as of the _____ day of _____, 20 ____, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.
 - (a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company’s Tariff or any subsequently approved similar provision, from Customer or Customer’s agent or representative (“Customer’s Agent”) as appropriate, and Customer or Customer’s Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company’s removal of the subject Facilities.
 - (b) If Customer discontinues taking electric service from Customer’s designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company’s removal of the subject Facilities.
 - (c) If Customer purchases Facilities owned by Company.

- 3. Contribution-In-Aid-Of-Construction.** Section 6.1.1.1.8 - Lighting Service of Company’s Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer’s Agent. However, Customer or Customer’s Agent shall pay to Company any required

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contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

4. Service Subject to Company's Tariff. This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

5. Material Change. In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

6. Type of Service and Applicable Rate Schedule. The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

7. Installation/Construction. All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

8. Relocation of Facilities. Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

9. Billing and Payment. Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

10. No Delegation of Authority. Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

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11. Obstructions. Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

12. Outages. To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: <http://oncorstreetlight.com>
Telephone: 1-888-313-4747

13. Permits. Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

14. Notice. Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

Company:

STAKEHOLDER OPERATIONS

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

15. Prior Agreements for Street Lighting Service. This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

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This Agreement is effective this _____ day of _____, 20__.

[[[INSERT CUSTOMER NAME]]]

BY:

(TITLE)

(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

(TITLE)

(DATE)

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EXHIBIT "A"

WR Number: _____

**SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND _____
DATED _____**

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this _____ day of _____, 20____, by ONCOR Electric Delivery Company LLC and _____, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

Request for Street Lighting Service dated _____, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Title: _____

Date: _____

[[INSERT CUSTOMER NAME]]

By: _____

Title: _____

Date: _____

*For CIAC purposes only pursuant
to Section (4) above.*

[[INSERT CUSTOMER'S AGENT'S NAME]]

By: _____

Title: _____

Date: _____

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EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: A-Addition R-Removal RL-Relocation S-Service (Schedule D – Only)

ESID / Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location: FLN & Physical Address (See Attached Sketch)

Comments:

- 1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of \$ _____.
 - 2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.
- WR Number(s) :** _____ **Date:** _____

Streetlight Maintenance Authorization for LED Replacements

The City of _____(City) authorizes Oncor Electric Delivery Company LLC (Company) to make the following blanket change from an existing non-working* streetlight fixture which requires a replacement to a light-emitting diode (LED) streetlight fixture:

Replacement Schedule:

Mercury Vapor Wattage	LED Replacement Wattage
175	0 - 55
400	101 - 140
1,000	181 - 265

Metal Halide / HPS Wattage	LED Replacement Wattage
100	0 - 55
150	56 - 100
175	56 - 100
200	101 - 140
250	141 - 180
400	181 - 265
1000	181 - 265

*A “non-working” streetlight constitutes a failed component within the streetlight fixture. A burned-out lamp or failed photo-control device does not constitute a “non-working” streetlight fixture for this purpose.

Please select all that may apply:

- All
 Cobra Head
 Rectangular
 Post Top
 Historical

- For each streetlight changed to an LED fixture, City agrees to pay the appropriate LED streetlight rate in accordance with Oncor’s Tariff for Retail Delivery Service, Street Lighting Service, as it currently exists or may be changed in the future.

Based on this blanket authorization from City, when conducting normal maintenance work, Company will not be required to obtain a supplemental agreement signed by City for each individual streetlight replacement. This blanket authorization will remain in place until cancelled in writing by City.

City of _____

By: _____

Title: _____

Date: _____



Agenda Memo File Number: 6905

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *25.

CC MEETING: October 22, 2024

DATE: October 9, 2024

TO: Erin Rinehart, City Manager

FROM: Cory Heiple, Environmental Services Director
Shannon Hicks, Assistant City Manager

Consider **A Resolution Approving An Interlocal Agreement With Dallas County Health And Human Services For Coordinated Health Services In The Amount Of \$23,823.00 For A Five-Year Amount Not To Exceed \$119,115.00.**

BACKGROUND:

This interlocal agreement continues the longstanding area partnership for coordinated health services for the City of Carrollton with Dallas County Health and Human Services (DCHHS). Under this agreement, the County operates certain health services for cities throughout Dallas County including the City of Carrollton. The services provided by DCHHS include communicable disease control services, laboratory services, immunizations, and child health care in accordance with state and federal law. Continuing this interlocal agreement provides ongoing direct and indirect public health care for Carrollton residents.

FINANCIAL IMPLICATIONS:

The services provided through this interlocal agreement are funded through the Environmental Services operating budget. The DCHHS health services program is partially funded through this cost-share program supported by Dallas County municipalities

IMPACT ON COMMUNITY SUSTAINABILITY:

Providing for public health care services is an essential component of community sustainability through the provision of health services not offered by directly the City.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of interlocal agreement with Dallas County Health and Human Services for public health services in the amount of \$23,823.00 for a five-year amount not to exceed \$119,115.00.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR THE PURPOSE OF PROVIDING CERTAIN COORDINATED HEALTH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

WHEREAS, the City of Carrollton, Texas (“City”) desires to participate with County in establishing coordinated health services for City and Dallas County; and

WHEREAS, County will operate certain health services for the residents of City in order to promote the effectiveness of local public health services and goals (“Program”); and

WHEREAS, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

WHEREAS, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

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

SECTION 1

The City Manager is authorized to enter into an interlocal agreement with Dallas County Health and Human Services in an amount not to exceed \$119,115.00.

SECTION 2

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

SECTION 3

This Resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

Chloe Sawatzky, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT:

Cory Heiple
Environmental Services Director



Agenda Memo
File Number: 6909

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *26.

CC MEETING: October 22, 2024

DATE: October 10, 2024

TO: Erin Rinehart, City Manager

FROM: Cory Heiple, Environmental Services Director
Shannon Hicks, Assistant City Manager

Consider A **Resolution Authorizing The City Manager To Enter Into A Community Development Block Grant Funding Subrecipient Agreement With Metrocrest Services, In An Amount Not To Exceed \$106,650.00.**

BACKGROUND:

This item appears on the agenda to approve a subrecipient agreement between Metrocrest Services and the City of Carrollton to continue Community Development Block Grant funding for the purposes of providing homelessness assistance to low- to moderate-income Carrollton residents.

On August 6, 2024, City Council held a public hearing and approved a resolution adopting the Community Development Block Grant (CDBG) Program Year (PY) 2024 One-Year Action Plan and Budget. This resolution established the PY24 program budgets for funding received on October 1, 2024 totaling \$711,716 in allocated funds to benefit persons of low- to moderate-income. Of this total amended CDBG allocation, \$106,650 in PY23 CDBG funding was allocated to Metrocrest Services to provide homeless assistance for Carrollton residents.

All activities in the proposed PY 2024 CDBG budget were identified as major priorities in the 2024-2028 Consolidated Plan approved by City Council on August 6, 2024. The proposed plan and subrecipient agreement reflects a continued support for homeless assistance in the community.

FINANCIAL IMPLICATIONS:

The CDBG allocation of \$106,650 provides a continued financial resource for Metrocrest Services to respond to homelessness and to assist low- to moderate-income Carrollton residents.

IMPACT ON COMMUNITY SUSTAINABILITY:

Annually, the Carrollton Community Development Block Grant program secures, allocates, and administers approximately \$750,000 in new community development resources for use in the low- to moderate-income areas of the City. Long-term community sustainability is supported through the City's partnerships to address homelessness.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to enter into a CDBG Subrecipient Agreement with Metrocrest Services to utilize CDBG funding in an amount not to exceed \$106,650.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF CARROLLTON, TEXAS, AND METROCREST SERVICES AS APPROVED IN THE PROGRAM YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE-YEAR ACTION PLAN AND BUDGET FOR THE USE OF CDBG FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Carrollton, Texas (“City”) is a Home Rule Municipality possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the City of Carrollton, Texas is an “Entitlement City” under the terms of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, the City of Carrollton is entitled to receive \$711,716 in CDBG funding from HUD in Program Year (PY) 2024; and

WHEREAS, on August 6, 2024, the City Council approved a resolution to adopt the One-Year Action Plan and Budget for the PY 2024 for the purpose of securing additional community development resources for the primary benefit of low- and moderate-income residents; and

WHEREAS, the Grantee has determined that investment of its CDBG allocation in a CDBG eligible public services activity to address and prevent homelessness in Carrollton by a qualified nonprofit agency will best serve its low- to moderate-income households in the community; and

WHEREAS, the PY 2024 Action Plan and Budget allocated \$106,650 in funding to Metrocrest Services to provide homeless response for low- to moderate-income Carrollton residents; and

WHEREAS, this activity proposed in the PY 2024 Action Plan and Budget addresses priorities identified in the 2024-2028 Consolidated Plan approved by City Council on August 6, 2024; and

WHEREAS, the Subrecipient Agreement, attached as Exhibit “A”, identifies HUD requirements and City of Carrollton terms for use of PY 2024 CDBG funds to provide homeless response services and case management for eligible individuals and households by providing counseling, financial assistance, and any necessary follow up to individuals impacted by homelessness.

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

SECTION 1

All the above premises are found to be true and correct legislative and factual findings of the City Council and are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The City Manager is hereby authorized to execute the Subrecipient Agreement, attached as Exhibit “A”, with Metrocrest Services to administer a CDBG public services activity that provides support staffing for a Homeless Response Program consisting of three (3) full-time employees to assist eligible low- to moderate-income residents of Carrollton who are homeless or near-homeless, as budgeted in the City’s PY 2024 One-Year Action Plan and Budget in an amount not to exceed \$106,650.

SECTION 3

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

SECTION 4

This Resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas, this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

Chloe Sawatzky, City Secretary

APPROVED TO FORM:

Meredith A. Ladd,
City Attorney

APPROVED AS TO CONTENT:

Cory Heiple,
Environmental Services Director

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF
CARROLLTON, TEXAS**

AND

METROCREST SERVICES

THIS AGREEMENT, entered this day of October ____, 2024, is by and between the CITY OF CARROLLTON (herein called the “GRANTEE”) and METROCREST SERVICES (herein called the “SUBRECIPIENT”).

WHEREAS, the Grantee received a CDBG funding allocation from the United States Department of Housing and Urban Development (“HUD”), to be administered through its Community Development Block Grant (“CDBG”) Entitlement Program per Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, HUD directed these funds to be incorporated into the Grantee’s Program Year 2024 Action Plan, budgeted for CDBG-eligible activities in the City of Carrollton that address, respond to, and prevent homelessness in Carrollton, Texas; and

WHEREAS, HUD directed these CDBG funds be identified as part of the CDBG Entitlement Program Year 2024 allocation, to facilitate monitoring, auditing, and otherwise tracking of these funds in applicable federal and local reports, plans, and budgets; and

WHEREAS, residents have been dramatically affected financially by increased inflation rate and higher costs of living, impacting the ability of Carrollton residents to remain in their homes; and

WHEREAS, the Grantee has determined that investment of its CDBG allocation in a CDBG eligible public services activity to address, treat, and prevent homelessness in Carrollton by a qualified nonprofit agency, will best serve its low- to moderate-income households in the community; and

WHEREAS, based on the Subrecipient’s qualifications, staff capacity, and considerable experience administering similar federally-funded programs and activities in a timely manner, the Grantee has designated the Subrecipient as most appropriate to carry out the CDBG eligible public service activity(s) in an expeditious manner as identified in the Scope of Services; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to benefit low-income to moderate-income residents of the City of Carrollton by preventing and addressing homelessness;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. PURPOSE

- A. This Agreement sets forth the responsibilities of the Grantee and the Subrecipient in accomplishing the objectives established by the United States Department of Housing and Urban Development for CDBG funding to the Grantee through the Community Development Block Grant Entitlement Program, as set forth in the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.).
- B. The Grantee is sub-granting funds to the Subrecipient to be used to meet the CDBG Program's National Objective to principally benefit person of low to moderate-income, which is defined as 80% or less of the area's median income, by addressing the CDBG Program goals of providing residents with decent housing, a suitable living environment, and expanding economic opportunities and the CDBG goals of preventing, addressing, or responding to homelessness in Carrollton.
- C. Based on information provided by the Subrecipient and other local and regional public service agencies/organizations, the Grantee has determined no other source of financial assistance is available to provide the same public services in Carrollton as those funded through Carrollton's CDBG public services activity. There will be no duplication of benefits provided to the same eligible beneficiaries of this activity during the same period of performance.
- D. The City of Carrollton's CDBG funded public service activity is restricted to costs associated with services designed to prevent homelessness in Carrollton for income eligible households that are financially impacted by the rise in inflation.

II. STATEMENT OF WORK

- A. Scope of Work: The Subrecipient will be responsible for administering and implementing CDBG Program Year 2024 funds, as identified in the 2024 Action Plan for the City of Carrollton, in compliance with all applicable HUD and other federal, state, and local regulations, procedures, and policies, for the purpose of preventing and addressing homelessness needs of low- to moderate-income Carrollton residents. 100% of individuals/households receiving assistance through this public services activity will qualify as low- to moderate-income households.
The Subrecipient agrees to provide Homeless Response services and case management for eligible individuals and households of Carrollton residents by providing counseling, financial assistance, and any necessary follow up to individuals impacted by homelessness.
 - i. Subrecipient agrees to provide CDBG eligible public services to address the homeless needs in Carrollton during this Agreement's period of performance that includes providing for:

- Homeless Response: Three (3) employees – (1) Homeless Resource Director and (3) Homeless Resource Specialists – at a 60% pay level for both positions and funding to pay for costs in finding housing for individuals in Carrollton who are already homeless.
 - ii. Subrecipient agrees to provide adequate case management to implement this public services activity to assist those on behalf of eligible Carrollton residents and households.
 - iii. Subrecipient agrees to provide HUD compliant support documentation detailing staffing costs, financial funds distributed to those impacted by homelessness, and case management provided by the Subrecipient with CDBG funds during the period detailed, herein.
 - iv. Subrecipient agrees to provide HUD compliant support documentation verifying income qualification for Carrollton households served by the Subrecipient.
 - v. Subrecipient agrees to provide public services under this Agreement in providing staff to work in role of assisting those that are homeless and financial funds to eligible Carrollton residents who may be at risk for homelessness.
- B. Use of CDBG funds: Subject to this Agreement, funding shall be limited to actual costs of, employee staffing, case management, and financial assistance for Carrollton residents impacted or at risk for homelessness provided by the Subrecipient. Total funding may not exceed \$106,650 of CDBG funding.
- C. Period of Performance: Public services provided by the Subrecipient shall begin upon passage of a Resolution by City Council and shall end by September 30, 2025, or at such time before then upon depletion of PY2024 CDBG funds granted under this Agreement.
- D. CDBG National Objectives: All activities funded by CDBG Entitlement Program funds must meet one of the Program’s National Objectives: to principally benefit persons of low- and moderate-income; to prevent or eliminate slums or blight; or to meet needs having a particular urgency. By signing this Agreement, the Subrecipient certifies that the public services activity carried out under this Agreement will meet the National Objective of principally benefiting low- to moderate-income persons by limiting use of funds to Carrollton residents, at least fifty-one percent (51%) of whom are low- or moderate-income. The public service activity is an eligible use of CDBG funds per 24 CFR Section 570.208(a)(2).

- E. Budget: Grantee has budgeted a total of \$106,650 in PY2024 CDBG funds to achieve the National Objective identified in the Scope of Work for this Agreement through the specified public services activity.

III. RECORDS AND REPORTS

- A. Audit: Subrecipient shall allow the Grantee, HUD, and any of their authorized representatives access to records pertaining to this Agreement and use of the CDBG funds subject to the terms of this Agreement and for the purpose of audit or examination.
- B. Monthly Reports: Following execution of this Agreement, Subrecipient shall submit a monthly report to Grantee throughout the period of performance for this Agreement, as required for HUD reporting purposes. The report shall provide documentation verifying the Carrollton residency and income eligibility of each household served and detailed budget information identifying expenditures for each household served during the period since the last monthly report.
- C. Maintain Records: Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to activities and expenditures subject to this Agreement for a period of four (4) years. The records retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which activities assisted under this Agreement are reported for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or expiration of the four-year period, whichever occurs later.
- D. Staffing: The Subrecipient shall provide the following staff at a 60% funding level – (1) Homeless Resource Director and (3) Homeless Resource Specialists. All to adequately perform the services prescribed by this Agreement.
- E. Subrecipient shall be solely responsible for any and all taxes (federal, state, and/or local), worker's compensation insurance, disability payments, social security payments, unemployment insurance payments, insurance, and any similar type of payments for the Subrecipient or any employee thereof and shall **hold the Grantee harmless from any and all such payments**.
- F. Subrecipient shall document its files to provide a full description of each activity undertaken and demonstrate that each activity undertaken complies with the terms and objectives of this Agreement; demonstrate compliance with the fair housing and equal opportunity requirements and policies of the CDBG Entitlement Program; and comply with applicable federal financial records regulations.

IV. PAYMENT PROCEDURES

A. Subrecipient shall:

- i. Submit payment reimbursement requests, based on actual costs, with required supporting documentation on a monthly basis; and
- ii. Provide the Grantee with the monthly report information detailed on a timely basis, no reimbursement requests shall be processed by the Grantee until Subrecipient is in compliance with all applicable requirements of this Agreement including submittal of monthly reports.

B. Grantee shall:

- i. In consideration for public services rendered by the Subrecipient, pay a total sum not to exceed the CDBG Program Year 2024 funded amount of \$106,650, upon verification of full compliance with all terms of this Agreement and applicable federal regulations and policies; and
- ii. Monitor the operations of Subrecipient activities under this Agreement to ensure compliance with applicable federal requirements, contract provisions, and achievement of performance goals; and
- iii. Reimburse the Subrecipient upon receipt and review of a payment request on the provided form that includes the required supporting documentation from the Subrecipient.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the CDBG funds provided under this Agreement including CFR Title 2, Subtitle A, Chapter 1 1, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and 24 CFR Part 84 (Grants and Agreements with Institutions of Higher Learning, Hospitals, and other Non-Profit Organizations). Subrecipient shall comply with all applicable Carrollton Standard Operating Procedures for CDBG Subrecipients, documenting compliance through submittal to Grantee of all required forms.

VI. OTHER PROGRAM REQUIREMENTS

The Subrecipient will carry out its activities under this Agreement in compliance with the requirements of Subpart K of 24 CFR 570, except, that the Subrecipient does not assume

the Grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR under Part 52.

- A. Audits: In accordance with 24 CFR 570.502 and local requirements, the Subrecipient shall submit an audit complying with the Single Audit Act of 1984 to the Grantee in addition to any audit-related forms the Carrollton Finance Department requires.
- B. Beneficiary data: Subrecipient shall maintain beneficiary data demonstrating beneficiary eligibility for the CDBG-funded public services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and a description of services provided. Such information shall be submitted to Grantee with original documentation for review upon request.
- C. Prohibition of Political or Religious Activity: There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement. None of the funds, materials, property, or services under this Agreement shall be used in the performance of this Agreement for any partisan political activity, including lobbying, as specified in CFR Title 2, Subtitle A, Chapter 1 1, Part 200 regarding Cost Principles for Nonprofit Organizations or to further the election, defeat, recall, impeachment, appointment, or dismissal of any candidate for or from any public office.
- D. Discrimination Prohibited: The subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, or sex.
- E. Terrorist Provision: Texas Government Code §2252.152 prohibits Texas governmental entities from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. By signature hereto, Subrecipient verifies Subrecipient is not identified on a list maintained pursuant to Texas Government Code Sections 806.051, 807.051, or 2253.153 and that this Agreement is in compliance with Section 2252.152.
- F. Abortion Prohibition. Texas Government Code §2273.003 prohibits certain transactions between a governmental entity and an abortion provider or affiliate of the provider, Subrecipient represents and warrants to the Grantee that it is not an abortion provider or affiliate of the provider.
- G. Agreement Not to Boycott Israel. Texas Government Code §2270.002 requires written verification from a company with more than ten employees that it does not and will not boycott Israel during the term of this Agreement. By signature below, Subrecipient verifies Subrecipient does not boycott Israel and will not boycott Israel during the term of this Agreement.

- H. No Discrimination against Firearm and Ammunition Industries. By signing this Agreement, Subrecipient certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association, in compliance with Texas Government Code chapter 2274.
- I. Merger or Integration: This Agreement constitutes the entire Agreement between the Subrecipient and the Grantee with respect to the subject matter hereof; there are no other further written or oral understandings or Agreements with respect hereto.
- J. Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Subrecipient and the Grantee. Any alterations, additions, or deletions to the terms of this Agreement, which are required by the enactment of legislation, regulations, and directives, are automatically incorporated into this Agreement on the date designated by law, regulation, or directive. None of the CDBG-funded activities to be performed by the Subrecipient under this contract may be subcontracted.
- K. Amendment: Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of work to be undertaken as part of this Agreement, such modification will be incorporated only by a written amendment signed by both Grantee and Subrecipient.
- L. Monitoring: As required by HUD, the Subrecipient will be monitored on performance by the Grantee before final disbursement of CDBG funds and close-out of activities under this Agreement. A monitoring report summarizing the review will be provided to the Subrecipient and any conclusions made must be cleared before close-out.
- M. Close-outs: The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.
- N. Hold Harmless: **TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBRECIPIENT AGREES TO INDEMNIFY, PAY ON BEHALF OF, AND**

HOLD HARMLESS THE GRANTEE, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS, BOARDS, COMMISSIONS AND OTHERS WORKING ON BEHALF OF THE GRANTEE, AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LOSSES, INCLUDING ALL COSTS CONNECTED THEREWITH FOR ANY DAMAGES WHICH MAY BE ASSERTED, CLAIMED OR RECOVERED AGAINST OR FROM THE GRANTEE, BY REASON OF PERSONAL INJURY, INCLUDING BODILY INJURY AND DEATH, AND/OR PROPERTY DAMAGE, INCLUDING LOSS OF USE THEREOF, WHICH ARISES OUT OF, OR IS IN ANY WAY CONNECTED OR ASSOCIATED WITH THE ACTIVITY AUTHORIZED BY THIS AGREEMENT.

- O. Confidentiality: The use or disclosure of information by the Grantee concerning public services, applicants, or recipients obtained in connection with the performance of the Agreement shall be restricted to the purposes directly connected with the administration of the services provided under this Agreement. Such information shall not be used for any other purpose unless required by law, statute, or other legal process.
- P. Copeland “Anti-Kickback” Act: The Subrecipient shall comply with the Copeland “Anti- Kickback” Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3) and as applicable. (Applies to contracts and subgrants for construction or repair)
- Q. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.61 1, which include, but are not limited to, the following:
- i. The Subrecipient shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Subrecipient shall comply with Carrollton Standard Operating Procedure (SOP) for CDBG Subrecipients regarding Conflict-of-Interest Policy and Procedures.
 - ii. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
 - iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those

with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, the subrecipient, or any designated public agency.

- iv. In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict-of-interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the grantee or by its subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance.

VII. SUSPENSION AND TERMINATION

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, which includes, but is not limited to the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- B. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement; or
- D. Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete in any material respect.

Also, in accordance with 24 CFR 85.44, this Agreement may be terminated by the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

A. Grantee: City of Carrollton – Environmental Services
Point of Contact: Meagan Tucker – Sr. Community Development Specialist
Brian Passwaters – Community Services Manager
Cory Heiple – Environmental Services Director
Address: 1945 E. Jackson Road, Carrollton, TX 75006

B. Subrecipient: Metrocrest Services
Point of Contact: Tracy Eubanks – Chief Executive Officer
Address: 1145 N. Josey Ln, Carrollton, TX 75006

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Grantee: City of Carrollton

Erin Rinehart, City Manager

Date

Subrecipient: Metrocrest Services

Tracy Eubanks, Chief Executive Officer

Date



Agenda Memo
File Number: 6910

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *27.

CC MEETING: October 22, 2024

DATE: October 10, 2024

TO: Erin Rinehart, City Manager

FROM: Melissa Everett, Finance Director
Chrystal Davis, Assistant City Manager

Consider A **Resolution Authorizing The City Manager To Enter Into Agreements With Various Furniture Vendors Through Interlocal Cooperative Agreements With Collin County Governmental Purchaser’s Forum And Collin County College In An Amount Not To Exceed \$550,000.00**

BACKGROUND:

The Finance Department maintains the citywide furniture contract, which supports the City’s administrative directive of providing a consistent and uniform look for furniture purchases across the City. The contract is primarily used for planned furniture purchases requested by departments and replacement items to keep on-hand, such as office chairs. The contract is also used by other departments for as-needed furniture purchases throughout the fiscal year.

The City of Carrollton currently contracts City furniture purchases with Collin County College through the Collin County Governmental Purchaser’s Forum (CCGPF). However, the current contract was rebid as Request for Proposal (RFP) Number FY2024-RFP-003 to procure furniture items and services on behalf of the District and CCGPF members.

Eight (8) responses were received and evaluated. The proposals submitted by Facilitatech dba Business Interiors, GL Seaman & Company, Wilson Bauhaus Interiors, Plano Office Supply, Indeco Sales, Blue Box LLC, Library Interiors of Texas LLC, and Lakeshore Learning Materials, LLC were determined to be responsive to all solicitation requirements, while providing the best value and demonstrating a proven background providing quality and reliable goods and services.

The award provides access to the above vendors, along with substantial cost savings for furniture and design services. Being able to contract with multiple vendors also provides departments greater choice for furniture purchases and alternatives in the event goods or services aren’t available from certain

vendors.

FINANCIAL IMPLICATIONS:

The City maintains a furniture budget of \$60,000.00 for planned and replacement furniture purchases each fiscal year which is overseen by the Finance Department - Purchasing Division. An additional \$200,000.00 is also included as part of the City Hall Phase II remodel to upgrade cubicles and furniture for the affected Departments. Other furniture may be purchased as needed from various department budgets in an amount not to exceed \$290,000.00.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with the City Council's goals and objectives of adapting business practices to respond to changing conditions and to allocate resources for optimal results.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approving a resolution to enter into agreements with various furniture vendors through an Interlocal Cooperative Agreement with the Collin County Governmental Purchaser's Forum and Collin County College in an amount not to exceed \$550,000.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH VARIOUS FURNITURE VENDORS THROUGH INTERLOCAL COOPERATIVE AGREEMENTS WITH THE COLLIN COUNTY GOVERNMENTAL PURCHASER'S FORUM AND COLLIN COUNTY COLLEGE IN AN AMOUNT NOT TO EXCEED \$550,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code, Chapter 791, provides for the voluntary participation of local governments to contract with one another, and with agencies of the state, in an effort to increase efficiency and effectiveness in the performance of government functions; and,

WHEREAS, Collin County College awarded a Request for Proposal (RFP) Number FY2024-RFP-003 to procure furniture items and services to Facilitech dba Business Interiors, GL Seaman & Company, Wilson Bauhaus Interiors, Plano Office Supply, Indeco Sales, Blue Box LLC, Library Interiors of Texas LLC, and Lakeshore Learning Materials, LLC; and,

WHEREAS, the City of Carrollton ("City") can use the awarded vendors by an interlocal cooperative agreement with Collin County College through the Collin County Governmental Purchaser's Forum ("CCGPF"); and,

WHEREAS, the City Council of the City of Carrollton finds that it is in the best interest of the citizens of the City to authorize the City Manager to enter into agreements with the various vendors using the CCGPF interlocal agreement.

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

SECTION 1

All of the above premises are found to be true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2

The City Manager is authorized to enter into agreements with various furniture vendors through an Interlocal Cooperative Agreement with the Collin County Governmental Purchaser's Forum in an amount not to exceed \$550,000.

SECTION 3

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

SECTION 4

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 22nd day of October 2024.

CITY OF CARROLLTON, TEXAS

By:

Steve Babick, Mayor

ATTEST:

Chloe Sawatzky, City Secretary

APPROVED AS TO FORM

Meredith Ladd, City Attorney

APPROVED AS TO CONTENT:

Melissa Everett, Finance Director



Agenda Memo
File Number: 6911

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *28.

CC MEETING: October 22, 2024

DATE: October 8, 2024

TO: Erin Rinehart, City Manager

FROM: Rex Redden, Executive Director of Public Safety

Consider A Resolution Authorizing The City Manager To Take All Necessary Action Related To Execution Of An Interlocal Cooperation Agreement With The North Texas Emergency Communications, Inc., The Town Of Addison, The City Of Coppell, And The City Of Farmers Branch For The Acquisition Of Property From The Metrocrest Hospital Authority For The New North Texas Emergency Communications Center Consolidated Public Safety Communications Center; Authorizing The Expenditure Of The City Of Carrollton’s Share Of The Purchase Price In An Amount Not To Exceed \$1,561,020.80; And Providing An Effective Date.

BACKGROUND:

The City of Carrollton, Town of Addison, City of Coppell, and the City of Farmers Branch (“Cities”) joined together to establish the North Texas Emergency Communications Center, Inc. (“NTECC”) in 2014.

NTECC is a Texas local government corporation organized by the Cities pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code to assist the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including without limitation, financing, constructing, owning, managing and operating a regional public safety communications center on behalf and for the benefit of the Cities in providing emergency communication services.

The Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services.

On May 2, 2014, NTECC entered into a lease agreement with CyrusOne, LLC to house NTECC's operation and the initial term of the lease ends April 30, 2029. After a space needs assessment and cost analysis by Freese and Nichols it was determined by the NTECC Board of Directors that the CyrusOne location was no longer adequate to accommodate NTECC operations. The Board of Directors for NTECC further determined that it was in the four cities best interest to construct and own a new communications center.

The Bylaws of the North Texas Emergency Communications Center, Inc. provides that its Board of Directors, may approve capital improvements, services, or other projects consistent with the purposes of NTECC to assist the Cities in the performance of their governmental functions

State law requirements make it necessary for the Cities to acquire the property from MHA instead of NTECC acquiring the property. The Metrocrest Hospital Authority ("MHA") considered the sale of the property to the Cities at its August 20, 2024, board meeting and approved the sale to the Cities. NTECC is working with its design firm to finalize the estimated costs for construction of the new center. These estimates are not yet complete, but the date for closing has been advertised, as required by law, by MHA for October 15, 2024. Therefore, the purchase of the property and the funding of the center will be brought to Council at different meetings. The total price of the property is \$3,100,000 and the closing, platting, and survey costs are estimated to be about \$100,000.

The percentage of costs for each city are determined by a three-year rolling average of calls for service. Carrollton's share of the purchase price and closing costs is \$1,561,020.80, or 48.7819%. Carrollton will own an undivided interest in the property equivalent to this share. The Cities will transfer ownership of the property to NTECC, pursuant to the terms of an agreement between the Cities and NTECC relating to the building and funding of the center, with a right of reversion in the event that NTECC ceases to exist.

FINANCIAL IMPLICATIONS:

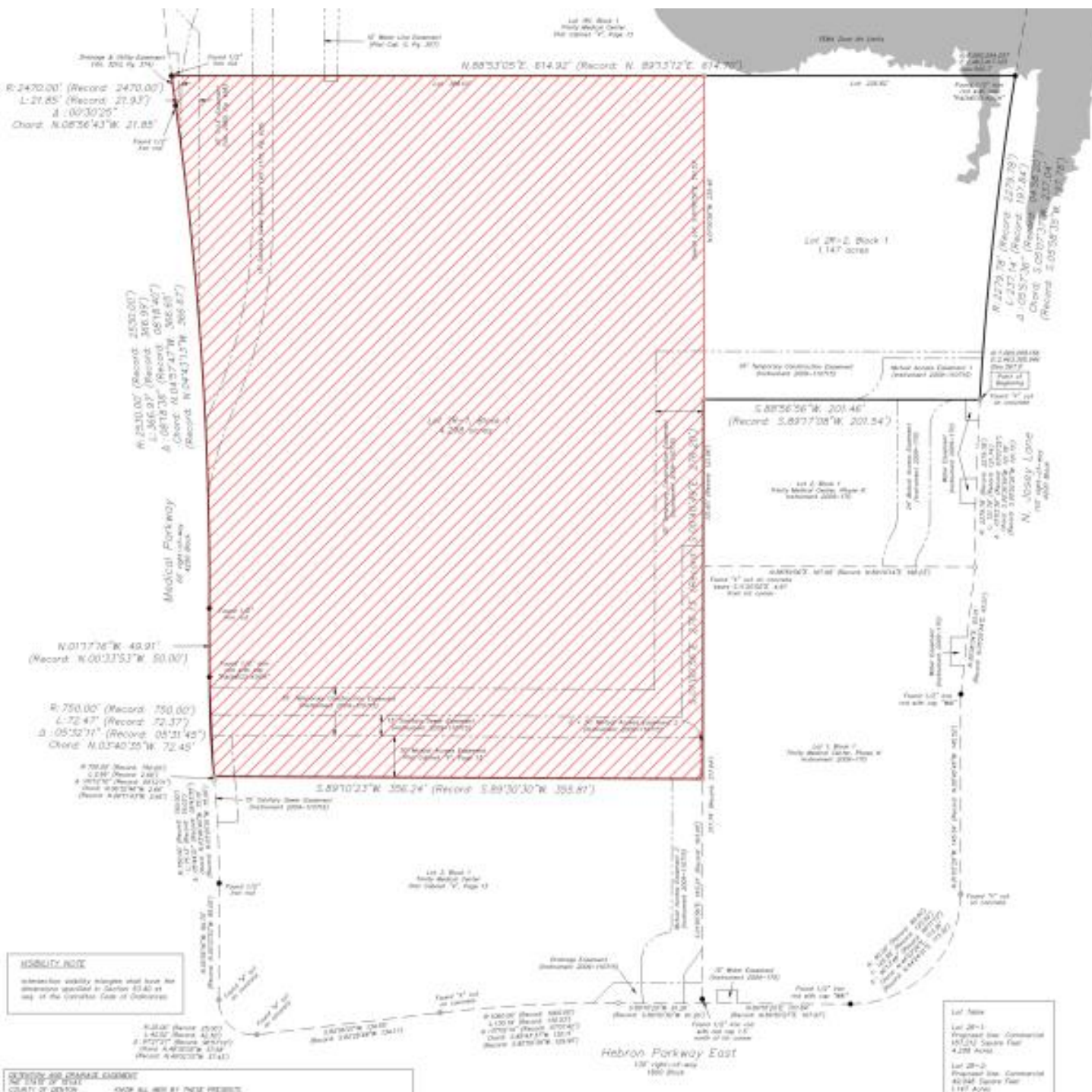
None

IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with City Council's goals and objectives of focusing on quality of life in our community so all feel safe, valued, respected, and welcomed.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council approve this Resolution authorizing the City Manager to execute an agreement and additional acts to carry out the City's obligations under the agreement.



MOBILITY NOTE
 Intersection visibility changes shall occur for intersection specified in Section 13.40 as set in the Ordinance Code of Ordinances.

SEWERAGE AND DRAINAGE EASEMENT
 MAP 100-10-10-1
 CITY OF CANTON
 CITY OF CANTON, OHIO
 4209 ALL 400 BY THESE PRESENTS.

This plan is hereby adopted by the Council and approved by the City of Canton (herein "City") subject to the following conditions which shall be binding upon the tenant, lessor, grantee, successors and assigns. The portion shown 100-10-1-1 and 100-10-1-2, Hebron Medical Center, as shown on this plan is shown "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this section, shall remain open to all times and will be maintained in a safe and sanitary condition by the owner of the lot or lots that are improved by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or persons that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, or from above defined, unless approved by the City Engineer. Further, it is understood that in the event of a future necessary for the City to erect or construct existing any type of drainage structure in order to improve the storm drainage that may be constructed by drainage in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, verify or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clear and free of debris, soil, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and maintenance work by the property owner. In addition, any undesirable conditions which may occur, should the property owner not maintain the Detention Easement, the City may perform the work and accept the property for the cost of the work and of not just attach a lien on all property in the subdivision. The natural drainage through the Drainage and Detention Easement is subject to storm water infiltration and natural flow which is not subject to be defined. The City shall not be held liable for any damage of any nature resulting from the occurrence of both natural phenomena, or resulting from the failure of any structure or structure, within the Easement.

SUBJECT TO EASEMENTS
 100-10-1-1

I, **STANLEY M. LONG**, the undersigned authority, a citizen of the State of Ohio, do hereby certify that I have prepared this plan and on this day signed the same in the presence of the City of Canton, Ohio, and that the same conforms to the laws of the State of Ohio and the regulations of the City of Canton, Ohio.

For Review
 07/29/2024 11:03:40 AM

Stanley M. Long
 City Engineer

ACCEPTED CERTIFICATE
 JOHN J. KING
 100-10-1-1

I, **STANLEY M. LONG**, the undersigned authority, a citizen of the State of Ohio, do hereby certify that I have prepared this plan and on this day signed the same in the presence of the City of Canton, Ohio, and that the same conforms to the laws of the State of Ohio and the regulations of the City of Canton, Ohio.

Stanley M. Long
 City Engineer

Lot 20-1
 Proposed Use: Commercial
 4,200 Square Feet
 4,200 Acres
 Lot 20-2
 Proposed Use: Commercial
 4,200 Square Feet
 4,200 Acres

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. (“NTECC”), THE TOWN OF ADDISON, THE CITY OF COPPELL, AND THE CITY OF FARMERS BRANCH FOR THE ACQUISITION OF PROPERTY FROM THE METROCREST HOSPITAL AUTHORITY FOR THE NEW NTECC CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER; AUTHORIZING THE CITY MANAGER TO TAKE ANY ADDITIONAL ACTS TO CARRY OUT THE CITY’S OBLIGATIONS UNDER THE INTERLOCAL COOPERATION AGREEMENT; AUTHORIZING THE CITY’S SHARE OF COSTS RELATIVE TO THE PURCHASE AND CLOSING OF THE PROPERTY IN AN AMOUNT NOT TO EXCEED \$1,561,020.80; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Carrollton (“Carrollton”), Town of Addison (“Addison”), City of Coppel (“Coppel”) and the City of Farmers Branch (“Farmers Branch”) (collectively, “the Cities”) have joined to establish North Texas Emergency Communications Center, Inc. (“NTECC”);

WHEREAS, NTECC is a Texas local government corporation organized by the Cities pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code to assist the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including without limitation, financing, constructing, owning, managing and operating a regional public safety communications center (the “Center”) on behalf and for the benefit of the Cities;

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”) provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act;

WHEREAS, pursuant to the authority granted by that certain *Interlocal Agreement Regarding Consolidated Dispatch Center Lease* among the Cities effective on or about May 2, 2014, NTECC entered into a lease agreement with CyrusOne, LLC (the “Lease”) to house NTECC’s operation;

WHEREAS, the initial term of the Lease ends April 30, 2029;

WHEREAS, NTECC has determined the premises leased pursuant to the Lease are not adequate to accommodate NTECC operations as they continue to expand in order to properly provide the NTECC services for the Cities;

WHEREAS, having considered NTECC’s needs for larger facilities, the current and future rent being paid by NTECC pursuant to the Lease, and the cost associated with expanding the

Center by leasing additional space from CyrusOne, LLC, NTECC and the Cities have determined it is in their best interest to construct and own a new Center (“Project”);

WHEREAS, Section 1.08 of the NTECC Bylaws provides that NTECC, through its Board of Directors, may approve capital improvements, services, or other projects consistent with the purposes of NTECC to assist the Cities in the performance of their governmental functions (each an “Approved Project”);

WHEREAS, the Cities and NTECC are currently negotiating the *Interlocal Cooperation Agreement – New Communications Center* (“Agreement”) for the purpose of (i) acknowledging and agreeing that the Project is an Approved Project pursuant to the NTECC Bylaws and (ii) setting forth the terms and conditions by which the Cities agree to develop and provide funding for the Project;

WHEREAS, the costs for the Center are not yet finalized, because the design of the Center is on-going;

WHEREAS, Metrocrest Hospital Authority (“MHA”) owns undeveloped property adjacent to Medical Parkway north of Hebron Parkway (“Property”), as more accurately depicted in Exhibit “A” to this Resolution, a location the Cities and NTECC have identified as desirable to locate the Center;

WHEREAS, MHA considered the sale of the Property to the Cities at its August 20, 2024 board meeting and approved the sale, subject to meeting all conditions of state law, including public notice of the sale to the Cities on or about October 15, 2024;

WHEREAS, the Cities desire to acquire the Property, which will be conveyed to NTECC in accordance with the terms of the Agreement, once all costs have been finalized;

WHEREAS, each city will acquire an undivided interest in the Property in accordance with the percentage of costs, based on a three-year rolling average of calls for service, which for Carrollton is 48.7819%, subject to a right of reversion if NTECC ceases to operate;

WHEREAS, the purchase price accepted by MHA for the Property is \$3,100,000 and closing, platting, and survey costs are estimated to be \$100,000 for a total closing price of \$3,200,000;

WHEREAS, Carrollton’s total cost to acquire its 48.7819% interest in the Property is an amount not to exceed \$1,561,020.80; and

WHEREAS, the City Council of the City of Carrollton, Texas, finds it to be in the public interest to authorize the City Manager to take all necessary action to purchase and close on the Property in an amount not to exceed \$1,561,020.80;

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

SECTION 1.

The above and foregoing premises are found to be true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2

The City Manager is hereby authorized to execute on behalf of the City an Interlocal Cooperation Agreement with NTECC, the Town of Addison, the City of Coppell, and the City of Farmers Branch for the purpose of acquiring the Property from Metrocrest Hospital Authority for the Center, including the expenditure of Carrollton's percentage share of Project funding, which is 48.7819%, in an amount not to exceed \$1,561,020.80.

SECTION 3

The City Manager is further authorized to take such actions as reasonable and necessary to comply with the intent of this Resolution.

SECTION 4

This Resolution shall become effective immediately upon approval.

DULY PASSED and approved by the City Council of the City of Carrollton, Texas, this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

Chloe Sawatzky, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney

APPROVED AS TO CONTENT

Rex Redden, Executive Director
Public Safety



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 6921

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *29.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A **Resolution Appointing Members To Serve On The Capital Improvements Plan Advisory Committee And Naming A Chair.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Capital Improvements Plan Advisory Committee at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Louis Jenkins	2026
Rick McKinstry	2026
Jean Litzler	2026
Karim Ali	2026
Isam Abousaid	2026

SECTION 2

The following is appointed to serve as the chairperson of the Capital Improvements Plan Advisory Committee at the pleasure of the City Council.

Karim Ali

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 6922

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *30.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A **Resolution Appointing Members To Serve On The Library Board And Naming A Chair.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE LIBRARY BOARD; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Library Board at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Howard Townsend	2026
Baylee Hensley	2026
Linda Villemarette	2026
Raj Daniels	2026
Alice Chien	2026
Whitney Ehlo	2025
Sheridan Gary	2025
_____	2025

SECTION 2

The following is appointed to serve as the chairperson of the Library Board at the pleasure of the City Council.

Linda Villemarette

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 6923

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *31.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A **Resolution Appointing Members To Serve On The Museum And Historic Advisory Committee And Naming A Chair.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE MUSEUM AND HISTORIC ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Museum and Historic Advisory Committee at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Judy Scamardo	2026
Lark Tribble	2026
Jasmine Arambula	2026
Chantelle Prejean	2026
Isaac Gian	2026
Teresa Walker	2025
Betsy Clark	2025
Jessica Wood	2025

SECTION 2

The following is appointed to serve as the chairperson of the Museum and Historic Advisory Committee at the pleasure of the City Council.

Lark Tribble

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 6924

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *32.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A Resolution Appointing Members To Serve On Music Advisory Board And Naming A Chair.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS,
APPOINTING MEMBERS TO SERVE ON THE MUSIC ADVISORY BOARD; AND
PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARROLLTON, TEXAS,
THAT:**

SECTION 1

The following are appointed to serve on the Music Advisory Board at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

_____	2025
_____	2025
_____	2026
_____	2026
_____	2026

SECTION 2

The following is appointed to serve as the chairperson of the Music Advisory Board at the pleasure of the City Council.

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 6925

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *33.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A Resolution Appointing Members To Serve On The Neighborhood Advisory Commission And Naming A Chair.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE NEIGHBORHOOD ADVISORY COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1.

The following are appointed to serve on the Neighborhood Advisory Commission at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Natasha Singh	2026
Karyne Nguyen	2026
Victor Johnson	2026
Nick Cuellar	2026
Rebeca Masdon-Mercado	2026
Elaine Harrison	2025
Joseph Saby	2025

SECTION 2.

The following is appointed to serve as the chairperson of the Neighborhood Advisory Commission at the pleasure of the City Council.

Natasha Singh

SECTION 3.

This resolution shall take effect on the 1st day of November 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this the 22nd day of October 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 6926

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *34.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A **Resolution Appointing Members To Serve On The Parks And Recreation Board And Naming A Chair.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS BOARD; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Parks Board at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Subal Sarkar	2026
Carrie Stovall	2026
David Taylor	2026
Chad Averett	2026

SECTION 2

The following is appointed to serve as the chairperson of the Parks Board at the pleasure of the City Council.

Chad Averett

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 6927

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *35.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A **Resolution Appointing Members To Serve On The Planning And Zoning Commission And Naming A Chair.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PLANNING AND ZONING COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Planning and Zoning Commission at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Greg Kramer	2026
Jim Doyle	2026
Scott Windrow	2026
Al Overholt	2026

SECTION 2

The following is appointed to serve as the chairperson of the Planning and Zoning Commission at the pleasure of the City Council.

Scott Windrow

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

Chloe Sawatzky, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 6928

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *36.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A **Resolution Appointing Members To Serve On The Property Standards Board And Naming A Chair.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PROPERTY STANDARDS BOARD; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Property Standards Board at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Victor Russell	2026
Scott Carstens	2026
Matt Garrett	2026
_____	2026

SECTION 2

The following is appointed to serve as the chairperson of the Property Standards Board at the pleasure of the City Council.

Matt Garrett

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 6929

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *37.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A Resolution Appointing Members To Serve On The Traffic Advisory Committee And Naming A Chair.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING MEMBERS TO SERVE ON THE TRAFFIC ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Traffic Advisory Committee at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Stacy Alao	2025
Lance Manning	2026
Joanna Thompson	2026
Debbie Hughey	2026
Anand Gandhi	2026

SECTION 2

The following is appointed to serve as the chairperson of the Traffic Advisory Committee at the pleasure of the City Council.

Debbie Hughey

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 6930

Agenda Date: 10/22/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *38.

CC MEETING: October 22, 2024

DATE: October 16, 2024

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider A Resolution Ratifying Members To Serve On The Civil Service Commission And Naming A Chair.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, RATIFYING MEMBERS TO SERVE ON THE CIVIL SERVICE COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Civil Service Commission by the City Manager for the term specified or from the date of their qualification to serve until their successor is appointed and qualified to serve.

Kelly Pelkey

October 2026

SECTION 2

The following is appointed to serve as the chairperson of the Civil Service Commission at the pleasure of the City Manager.

Kelly Pelkey

SECTION 3

This resolution shall take effect on the 1st day of November, 2024.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 22nd day of October, 2024.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



Agenda Memo

Agenda Date:

Version: 1

Status: Public Forum

In Control: City Council

File Type: Public Forum

Agenda Number: 39.

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, clapping, 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.