



City of Carrollton

COUNCIL MEETING

Join via Zoom at

<https://zoom.us/j/91043381939?pwd=UIBRMFBYVzI ZZm9hKzZ4OGorZ0kxZz09>

City Council

Password: 221981

- Mayor Kevin Falconer*
- Mayor Pro Tem Young Sung*
- Deputy Mayor Pro Tem Frances Cruz*
- Councilmember John Sutter*
- Councilmember Glen Blanscet*
- Councilmember Steve Babick*
- Councilmember Pat Cochran*
- Councilmember Mike Hennefer*

Or call
 1-346-248-7799
 Webinar ID:
 910 4338 1939

Tuesday, April 21, 2020

5:15 PM

Telephonic Meeting

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<https://zoom.us/j/91043381939?pwd=UIBRMFBYVzI ZZm9hKzZ4OGorZ0kxZz09>
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PRE-MEETING / EXECUTIVE SESSION

5:15 P.M. - Telephonic Meeting

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.
 - LRFI Dallas Logistics 1 LLC et al v. City Of Carrollton
3. Council will **reconvene in open session** to consider action, if any, on matters discussed in the Executive Session.

WORKSESSION

4. Discuss **Community Funding Policy And Committee.**
5. Discuss **Dates For The July Through December 2020 Council Meetings.**
6. Receive **COVID-19 Response Updates.**
7. **Mayor and Council reports and information sharing.**

*****REGULAR MEETING 7:00 PM*******INVOCATION****PLEDGE OF ALLEGIANCE****CONSENT AGENDA**

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

MINUTES

- *8. Consider Approval Of The April 7, 2020 Regular Meeting Minutes.

BIDS & PURCHASES

- *9. Consider Approval Of RFP # 20-006 For Sand And Gravel For Various Departments From Various Vendors In An Amount Not To Exceed \$124,450.00.
- *10. Consider Approval Of RFP # 20-009 Plant Protection From Various Vendors For The Parks Department In An Amount Not to Exceed \$71,775.00.
- *11. Consider Approval Of RFP # 20-011 For Fertilizer For The Parks Maintenance Department From Various Vendors In An Amount Not To Exceed \$102,300.00.
- *12. Consider Approval For RFP# 20-005 For Multiple Departments For Irrigation System Installation And Repairs In An Amount Not To Exceed \$290,000.00.
- *13. Consider Approval Of Bid #20-008 For Asphalt For Public Works From Various Vendors In An Amount Not To Exceed \$98,526.00.

CONTRACTS & AGREEMENTS

- *14. Consider Authorizing The City Manager To Approve A Contract With 3D Paving And Contracting, LLC For The Woodlake No. 3 Alley Replacements Project In An Amount Not To Exceed \$1,175,100.00.
- *15. Consider Authorizing City Manager To Execute An Amendment To A Contract With Orion Management Solutions For Management Of Indian Creek Golf Course In An Amount Not To Exceed \$316,644.00 For A Total Contract Amount Not To Exceed \$476,644.00.

- *16. Consider Authorizing The City Manager To Approve A Contract With Pro Track And Tennis, Inc, Through BuyBoard For Oak Creek Tennis Center Resurfacing In An Amount Not To Exceed \$72,006.00.

ORDINANCE

- *17. Consider All Matters Incident And Related To The Issuance Of “City Of Carrollton, Texas, General Obligation Bonds, Series 2020”; Levying a Continuing Direct Annual Ad Valorem Tax For The Payment Of Said Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Said Bonds; Establishing Procedures For The Sale And Delivery Of The Bonds; And Delegating Matters Relating To The Bonds; And Delegating Matters Relating To The Sale And Issuance Of The Bonds To Authorized City Representatives.
- *18. Consider An Ordinance Authorizing The City Manager To Amend The Operating And Capital Budget For The Fiscal Year October 1, 2019 Through September 30, 2020.

RESOLUTIONS

- *19. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Contract With Birkhoff, Hendricks, & Carter, LLP For Engineering Services To Update The City’s Water And Wastewater Master Plans In An Amount Not To Exceed \$368,520.00.
- *20. Consider A Resolution Authorizing The City Manager To Execute An Addendum To The Consolidated Public Safety Communications And Dispatch Operations Agreement Transferring Ownership And Operation Of The Joint P25 Public Safety Communications System to NTECC.
- *21. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Lease Agreement With 3-Nations Brewing, LLC For The Use Of City-Owned Property At 1003 Main Street.

- *22. Consider A Resolution Of The City Of Carrollton, Texas Finding That Oncor Electric Delivery Company LLC's Application For Approval To Amend Its Distribution Cost Recovery Factor To Increase Distribution Rates Within The City Should Be Denied; Authorizing Participation With Oncor Cities Steering Committee; Authorizing The Hiring Of Legal Counsel And Consulting Services; Finding That The City's Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel.
- *23. Consider A Resolution Authorizing The City Manager To Approve Emergency Funding For Metrocrest Services, Inc. In Response To The Covid-19 Pandemic In An Amount Not To Exceed \$200,000.00.

OTHER BUSINESS

24. Consider A Resolution Rescinding Resolution No. 4373 Regarding Approval And Consent To The Continuation Of A Declaration Of Local State Of Disaster In Response To Concerns Related To The Coronavirus Disease 2019 (COVID-19).
25. Consider An Ordinance Amending And Restating Ordinance No. 3953 By Requiring Nose And Mouth Coverings To Be Worn In Specific Circumstances Within The City Of Carrollton And Extending The Effective Date Of The Ordinance Until May 12, 2020.

PUBLIC FORUM

26. 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 wanting to speak should join through Zoom by visiting [https://zoom.us/j/91043381939?pwd=UIBRMFBYVzZZm9hKzZ4OGorZ0kxZz09](https://zoom.us/j/91043381939?pwd=UIBRMFBYVzZZm9hKzZ4OGorZ0kxZz09;); Password: 221981; Or by calling 1-346-248-7799, Webinar ID: 910 248 1939. Speakers must state their name and address, direct their comments to the presiding officer rather than to individual Council members or staff; speak clearly into their device; Speakers will be allowed 2 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks, 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 17th day of April 2020 at 6:00pm.

Laurie Wilson

Laurie Wilson, 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 972-466-3005. 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.



Agenda Memo File Number: 4711

Agenda Date: 4/21/2020

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 4.

CC MEETING: April 21, 2020

DATE: March 31, 2020

TO: Erin Rinehart, City Manager

FROM: Laurie Wilson, City Secretary/Admin Services Director

Discuss Community Funding Policy And Committee.

BACKGROUND:

Following the first year implementation of the Special Event and Project Funding Policy, the Community Funding Committee met to evaluate the execution of the policy and the application process. Upon discussion, the Committee made several changes to the policy in an effort to streamline the application process. Attached is the revised policy and the red-lined version.

One of the changes made establishes a Council Committee to review applications for all community funding requests. In addition to community events and special projects, the Council Committee would also review Community Service Funding applications that are currently evaluated by the Neighborhood Advisory Commission.

Committee Chair Glen Blanscet will review the policy changes and provide an overview of the Committee discussion.

SPECIAL EVENTS/PROJECTS FUNDING ASSISTANCE POLICY AND PROCEDURES

I. General Purpose of Policy; Definitions

- A. *Background of Policy.* The City frequently receives requests from individuals and groups for funding and other assistance in connection with a Special Event they plan to hold in the City or with a Special Project they plan to build or complete in the City. The City recognizes that certain Special Events and Special Projects provide general benefits to the residents of the City as a whole and desires to assist in the funding and promotion of such Special Events and Special Projects when the City, in its sole discretion, deems it appropriate and feasible for the purposes of encouraging the ethnic, cultural, historic, health, recreational, or environmental aspects of the City in ways that are not already provided in or by the City.
- B. *Purpose of Policy.* The purpose of this policy is to outline the procedures by which an Organization can request assistance from the City for its Special Event or Special Project and the guidelines the City will use in determining (1) whether such Special Event or Special Project is eligible for assistance and (2) the type and amount of assistance, if any, that the City will provide. Regardless of eligibility, however, nothing in this policy entitles an Organization to assistance from the City. All decisions of whether, and the amount of, assistance will be provided shall be made by the City in its sole discretion.
- C. *Definitions.* Certain terms used in this policy have the following definitions:
1. "Organization" means (a) a nonprofit organization that qualifies for tax-exempt status under Section 501 of the Internal Revenue Code, (b) a group consisting of employees of a business or businesses located in the City, or (c) a group consisting of individuals the majority of whom are residents of the City that has been formed for the purpose of planning and conducting a Special Event or performing a Special Project.
 - a. The term "Organization" does not include citizen groups formed for the purpose of supporting or partnering with existing City services, such as the Friends of the Library, Friends of the Perry Museum, or other similar groups.
 - b. The term "Organization" also does not include a Community Service Organization that is under contract with the City pursuant to the City's Community Service Funding Policy and Procedures or included in the City's budget and contracted with on a multi-year basis.

2. “Special Event” means an activity developed by an Organization around a specific theme that draws participants who reside inside and/or outside the City and that provides a general benefit for the residents of the City as a whole. A Special Event is categorized as either (a) a Cultural Special Event that encompasses creative expressions through theater, music, dance, art, and similar artistic endeavors that showcase or celebrate the City's ethnic diversity or (b) an Educational Special Event that provides informational programs relating to ethnic, cultural, historic, health, recreational, environmental, or similar interests.
3. “Special Project” means an undertaking by an Organization that results in a tangible item built or located on City property or an on-going improvement to City property that provides a general benefit to the residents of the City as a whole.
4. The “Grant Recommendation Committee” means the three-member ad hoc committee, consisting of three City Councilmembers appointed by the Mayor for the purpose of reviewing the applications received for Special Event or Special Projects grants and making recommendations to the City Council with respect to such applications.

II. Determination of Assistance for Special Events

- A. *Filing of Special Event Grant Application.* Organizations seeking assistance from the City with respect to a Special Event must complete a Special Event Grant Application (see Addendum A) and submit it to the City Secretary by the applicable deadline. Grant applications should include a detailed description of the Special Event, the total budget for the Special Event, the estimated resident and non-resident attendance at the Special Event, ~~the estimated room nights and City-wide spending that will be generated by the Special Event, the requested grant amount,~~ and such other information as the City may request.
- B. *Deadline for Filing Special Event Grant Applications.* Special Event Grant Applications will be reviewed and considered by the City only as part of the City’s annual budget process for the next succeeding fiscal year. As a result, grant applications for a Special Event to be held during the subsequent fiscal year must be submitted no later than May 31 of the preceding fiscal year. **Applications received after the deadline, that fail to respond to all of the requested information, or that provide inadequate responses to the requested information shall be returned to the applicant and are not eligible for consideration for a grant.**
- C. *Determination of Special Event Grant.* ~~City staff~~ **The Grant Recommendation Committee** will review the grant applications received for Special Events **scheduled** to be held during the next fiscal year and **make a recommendation to City Council with respect to which Special Events, if any, should receive a grant** ~~include staff’s recommended Special~~

~~Events, if any, and the amount of the recommended grant for each Special Event in the budget requests to be presented to City Council.~~ Such recommendations shall be presented to the City Council as part of its budget considerations for the following fiscal year.

1. ~~Staff~~ **The Grant Recommendation Committee** should analyze the Special Event Grant Applications and base any grant recommendation on the following factors:
 - a. The quality of the event as demonstrated by the event description and history of previous events, including the extent to which the event’s theme and activities reinforce the predominant social values in the community and provide the type of desired programs that reflect the City’s diverse interests;
 - b. The extent and feasibility of the administrative oversight of the Special Event provided by the Organization;
 - c. The potential of the Special Event to attract visitors to the City and the economic impact the Special Event will have for the City’s hotels, restaurants, and retail community; ~~and~~
 - d. The overall benefits of the Special Event to the residents of the City as a whole; ~~and~~
 - e. The total attendance at the Special Event in the previous and prior years. First-time Special Events or Special Events that cannot provide a verifiable attendance record in the previous year are not eligible for a grant under this policy.
2. ~~The maximum grant shall not exceed 25% of the projected total expenses for the Special Event.~~ **The total amount of the grant to be awarded to an approved Special Event shall be based on the verifiable attendance at the Special Event in the previous year as follows:**

Attendance in the Prior Year	Maximum Amount of Grant
Under 1,000	\$1,000
1,000 to 2,499	\$2,500
2,500 to 4,999	\$5,000
5,000 to 9,999	\$7,500
10,000 to 19,999	\$10,000
20,000 to 39,999	\$15,000
40,000+	\$25,000

- a. “Verifiable attendance” means that the Special Event’s attendance numbers in the previous year are based upon either (1) actual ticket sales at the event or (2)

an actual head count provided by a reliable source independent from the applicant. The Grant Recommendation Committee may evaluate the reliability of the attendance numbers provided by the applicant from either source and make reasonable adjustments to such attendance numbers as the Grant Recommendation Committee deems appropriate.

- b. The maximum grant award for any Special Event shall not exceed \$25,000 in a single fiscal year.
3. The approval of a Special Event grant does not obligate the City to provide marketing support for the Special Event. Any marketing support for an approved Special Event will be provided, if at all, consistent with the City's Guidelines for Public Access to City Information Sources.
4. The City Council shall have the final determination regarding whether to provide a grant for any Special Event and the amount of any such grant. Such determination may be based upon the criteria listed in this policy, the recommendations of the Grant Recommendation Committee, the availability of sufficient funds in the City budget, the prioritization of the use of City funds, or such other reasons as the City Council may, in its sole discretion, deem appropriate to ensure the expenditure serves the general benefit of the residents of the City. The City Council is not obligated to provide a Special Event grant to any Organization or for any Special Event to which it provided a grant in any previous year.

D. *Payment and Use of Special Event Grant Funds.*

1. Organizations receiving a Special Event Grant may use the funds to pay for any permit fees charged by the City for holding the Special Event, costs related to required public safety resources for the Special Event, or other actual expenditures incurred by the Organization for holding the Special Event.
2. The City will pay ~~a~~an approved Special Event grant to the Organization ~~upon submission by the Organization to the City Secretary of detailed invoices reflecting applicable expenses and charges relating to the Special Event. Such invoices shall be submitted to the City within thirty days after the end of the Special Event.~~

III. Determination of Assistance for Special Projects

- A. *Filing of Special Projects Grant Application.* Organizations seeking assistance from the City with respect to a Special Project must complete a Special Project Grant Application (see Addendum A) and submit it to the City Secretary by the applicable deadline. Grant applications should include a detailed description of the Special Project, the total budget

for the Special Project, an estimate of the ongoing costs for upkeep and maintenance of the project after its completion, and such other information as the City may request.

- B. *Deadline for Filing Special Project Grant Applications.* Special Project Grant Applications will be reviewed and considered by the City only as part of the City's annual budget process for the next succeeding fiscal year. As a result, grant applications for a Special Project to be performed during the subsequent fiscal year must be submitted no later than May 31 of the preceding fiscal year. **Applications received after the deadline, that fail to respond to all of the requested information, or that provide inadequate responses to the requested information shall be returned to the applicant and are not eligible for consideration for a grant.**
- C. *Determination of Special Project Grant.* ~~City staff~~ **The Grant Recommendation Committee** will review the grant applications received for Special Projects to be performed during the next fiscal year and **make a recommendation to City Council with respect to which Special Projects, if any, should receive a grant** ~~include staff's recommended Special Projects, if any,~~ and the amount of recommended grant for each Special Project ~~in the budget requests to be presented to City Council.~~ **Such recommendations shall be presented to City Council as part of its budget considerations for the following fiscal year.**
1. ~~Staff~~ **The Grant Recommendation Committee** should analyze the Special Project Grant Applications and base any grant recommendation on the following factors:
 - a. The overall benefits of the Special Project to the residents of the City as a whole;
 - b. The extent and feasibility of the administrative oversight of the Special Project provided by the Organization; and
 - c. The cost to the City of ongoing maintenance and upkeep of the project after its completion.
 2. The maximum grant shall not exceed 25% of the ~~projected total~~ **actual eligible** expenses for the Special Project **or \$10,000, whichever is less.** **Eligible expenses do not include costs related to alcohol (for sale or consumption); taxes; gifts; existing deficits, loans, interest on loans, fines, penalties or costs of litigation; projects or events that are extensions of training (i.e., academic programs, conferences, classes and workshops); costs related to performances or programs already funded or reimbursed by another entity; scholarships or cash prizes; any funding for activities taking place outside of the city limits City; faith-based organizations using funds for events or activities which have a primary purpose that is religious, or programming that exists as part of religious sermons or services; purchase of equipment (except rental costs directly affiliated with the Special Project); capital building expenses; or meals, refreshments, and/or catering expenses.**

3. The City Council has the final determination regarding whether to provide a grant for any Special Project. Such determination may be based upon the criteria listed in this policy, the recommendations of the Grant Recommendation Committee, the availability of sufficient funds in the City budget, the prioritization of the use of City funds, or such other reasons as the City Council may, in its sole discretion, deem appropriate to ensure the expenditure serves the general benefit of the residents of the City. The City Council is not obligated to provide a Special Project grant to any Organization or for any Special Project to which it provided a grant in any previous year.

D. *Payment and Use of Special Project Grant Funds.*

1. Organizations receiving a Special Project Grant may use the funds to pay for any permit fees charged by the City in relation to the Special Project or other actual expenditures incurred by the Organization for completing the Special Project.
2. The City will pay ~~an approved~~ Special Project grant to the Organization ~~upon~~ **within thirty days after** submission by the Organization to the City Secretary of detailed invoices reflecting applicable expenses and charges relating to the Special Project. Such invoices shall be submitted to the City within thirty days after the completion of the Special Project.

ADDENDUM A

CITY OF CARROLLTON, TEXAS
SPECIAL EVENT GRANT APPLICATION

**For Special Events Taking Place:
October 1, 20__ to September 30, 20__**

***All applications must be received no later than 5 pm, May 31, 20__
Incomplete forms will not be considered.***

1. Name of Event: _____
2. Date of Event: _____
3. Name of Organization: _____
 - a. Organization Mailing Address: _____
 - b. Contact Person: _____
 - (1) Contact Person Phone:
Cell Phone: _____ Other Phone: _____
 - (2) Contact Person Email Address: _____
 - (3) Contact Mailing Address: _____
4. Is your Organization a nonprofit organization that qualifies for tax-exempt status under Section 501 of the Internal Revenue Code? Yes No
5. Is your Organization a group consisting solely of residents of the City that has been formed for the purpose of planning and conducting this Special Event? Yes No

If "Yes," list on a separate sheet the names and addresses of all members of the group.
6. Which of the following best describes your event?
 Cultural Special Event that encompasses creative expressions through theater, music, dance, art, and similar artistic endeavors that showcase or celebrate the City's ethnic diversity.

- Educational Special Event that provides informational programs relating to ethnic, cultural, historic, health, recreational, environmental, or similar interests.

7. Description of the Special Event (including location, estimated space to be used, targeted audience, and marketing plan):

8. Describe the administrative oversight provided by the Organization for the Special Event:

9. ~~Estimated number of Carrollton residents to be served by the proposed event~~ **Total attendance at the Special Event last year:** _____

10. How was attendance at last year's event calculated?

- Ticket Sales
- Headcount. If by headcount, who conducted the headcount? _____

11. Estimated total attendance **for the upcoming year:** _____

~~11. Estimated total room nights booked and City-wide spending generated by the event (including past data, if available):~~

12. Event Budget: Attach to the application a one page summary of the projected revenues and expenses for the event.

Signature: _____

Printed Name: _____

Date: _____

ADDENDUM B

CITY OF CARROLLTON, TEXAS
SPECIAL PROJECT GRANT APPLICATION

**For Special Projects to be Performed:
October 1, 20__ to September 30, 20__**

***All applications must be received no later than 5 pm, May 31, 20__
Incomplete forms will not be considered.***

1. Name of Organization: _____
 - a. Organization Mailing Address: _____
 - b. Contact Person: _____
 - (1) Contact Person Phone:
Cell Phone: _____ Other Phone: _____
 - (2) Contact Person Email Address: _____
 - (3) Contact Mailing Address: _____
2. Is your Organization a nonprofit organization that qualifies for tax-exempt status under Section 501 of the Internal Revenue Code? Yes No
3. Is your Organization a group consisting solely of residents of the City that has been formed for the purpose of planning and conducting this Special Event? Yes No

If "Yes," provide a list on a separate sheet of the names and addresses of all members of the group.
4. Description of the Special Project (including the location of the project, the estimated space to be used, the desired project completion date, and how the project benefits the residents of the City of Carrollton as a whole):

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1. The Grant Recommendation Committee should analyze the Special Event Grant Applications and base any grant recommendation on the following factors:
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 - b. The extent and feasibility of the administrative oversight of the Special Event provided by the Organization;
 - c. The potential of the Special Event to attract visitors to the City and the economic impact the Special Event will have for the City’s hotels, restaurants, and retail community;
 - d. The overall benefits of the Special Event to the residents of the City as a whole; and
 - e. The total attendance at the Special Event in the previous and prior years. First-time Special Events or Special Events that cannot provide a verifiable attendance record in the previous year are not eligible for a grant under this policy.
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Attendance in the Prior Year	Maximum Amount of Grant
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20,000 to 39,999	\$15,000
40,000+	\$25,000

- a. “Verifiable attendance” means that the Special Event’s attendance numbers in the previous year are based upon either (1) actual ticket sales at the event or (2) an actual head count provided by a reliable source independent from the applicant. The Grant Recommendation Committee may evaluate the reliability of the attendance numbers provided by the applicant from either source and make reasonable adjustments to such attendance numbers as the Grant Recommendation Committee deems appropriate.

- b. The maximum grant award for any Special Event shall not exceed \$25,000 in a single fiscal year.
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D. Payment and Use of Special Event Grant Funds.

1. Organizations receiving a Special Event Grant may use the funds to pay for any permit fees charged by the City for holding the Special Event, costs related to required public safety resources for the Special Event, or other actual expenditures incurred by the Organization for holding the Special Event.
2. The City will pay an approved Special Event grant to the Organization within thirty days after the end of the Special Event.

III. Determination of Assistance for Special Projects

- A. *Filing of Special Projects Grant Application.* Organizations seeking assistance from the City with respect to a Special Project must complete a Special Project Grant Application (see Addendum A) and submit it to the City Secretary by the applicable deadline. Grant applications should include a detailed description of the Special Project, the total budget for the Special Project, an estimate of the ongoing costs for upkeep and maintenance of the project after its completion, and such other information as the City may request.
- B. *Deadline for Filing Special Project Grant Applications.* Special Project Grant Applications will be reviewed and considered by the City only as part of the City's annual budget process for the next succeeding fiscal year. As a result, grant applications for a Special Project to be performed during the subsequent fiscal year must be submitted no later than May 31 of the preceding fiscal year. Applications received after the deadline, that

fail to respond to all of the requested information, or that provide inadequate responses to the requested information shall be returned to the applicant and are not eligible for consideration for a grant.

- C. *Determination of Special Project Grant.* The Grant Recommendation Committee will review the grant applications received for Special Projects to be performed during the next fiscal year and make a recommendation to City Council with respect to which Special Projects, if any, should receive a grant and the amount of recommended grant for each Special Project. Such recommendations shall be presented to City Council as part of its budget considerations for the following fiscal year.
1. The Grant Recommendation Committee should analyze the Special Project Grant Applications and base any grant recommendation on the following factors:
 - a. The overall benefits of the Special Project to the residents of the City as a whole;
 - b. The extent and feasibility of the administrative oversight of the Special Project provided by the Organization; and
 - c. The cost to the City of ongoing maintenance and upkeep of the project after its completion.
 2. The maximum grant shall not exceed 25% of the actual eligible expenses for the Special Project or \$10,000, whichever is less. Eligible expenses do not include costs related to alcohol (for sale or consumption); taxes; gifts; existing deficits, loans, interest on loans, fines, penalties or costs of litigation; projects or events that are extensions of training (i.e., academic programs, conferences, classes and workshops); costs related to performances or programs already funded or reimbursed by another entity; scholarships or cash prizes; any funding for activities taking place outside of the city limits City; faith-based organizations using funds for events or activities which have a primary purpose that is religious, or programming that exists as part of religious sermons or services; purchase of equipment (except rental costs directly affiliated with the Special Project); capital building expenses; or meals, refreshments, and/or catering expenses.
 3. The City Council has the final determination regarding whether to provide a grant for any Special Project. Such determination may be based upon the criteria listed in this policy, the recommendations of the Grant Recommendation Committee, the availability of sufficient funds in the City budget, the prioritization of the use of City funds, or such other reasons as the City Council may, in its sole discretion, deem appropriate to ensure the expenditure serves the general benefit of the residents of the City. The City Council is not obligated to provide a Special Project grant to any Organization or for any Special Project to which it provided a grant in any previous year.

D. *Payment and Use of Special Project Grant Funds.*

1. Organizations receiving a Special Project Grant may use the funds to pay for any permit fees charged by the City in relation to the Special Project or other actual expenditures incurred by the Organization for completing the Special Project.
2. The City will pay an approved Special Project grant to the Organization within thirty days after submission by the Organization to the City Secretary of detailed invoices reflecting applicable expenses and charges relating to the Special Project. Such invoices shall be submitted to the City within thirty days after the completion of the Special Project.

ADDENDUM A

CITY OF CARROLLTON, TEXAS
SPECIAL EVENT GRANT APPLICATION

**For Special Events Taking Place:
October 1, 20__ to September 30, 20__**

***All applications must be received no later than 5 pm, May 31, 20__
Incomplete forms will not be considered.***

1. Name of Event: _____
2. Date of Event: _____
3. Name of Organization: _____
 - a. Organization Mailing Address: _____
 - b. Contact Person: _____
 - (1) Contact Person Phone:
Cell Phone: _____ Other Phone: _____
 - (2) Contact Person Email Address: _____
 - (3) Contact Mailing Address: _____
4. Is your Organization a nonprofit organization that qualifies for tax-exempt status under Section 501 of the Internal Revenue Code? Yes No
5. Is your Organization a group consisting solely of residents of the City that has been formed for the purpose of planning and conducting this Special Event? Yes No

If "Yes," list on a separate sheet the names and addresses of all members of the group.
6. Which of the following best describes your event?
 Cultural Special Event that encompasses creative expressions through theater, music, dance, art, and similar artistic endeavors that showcase or celebrate the City's ethnic diversity.

- Educational Special Event that provides informational programs relating to ethnic, cultural, historic, health, recreational, environmental, or similar interests.

7. Description of the Special Event (including location, estimated space to be used, targeted audience, and marketing plan):

8. Describe the administrative oversight provided by the Organization for the Special Event:

9. ~~Estimated number of Carrollton residents to be served by the proposed event~~ Total attendance at the Special Event last year: _____

10. How was attendance at last year's event calculated?

- Ticket Sales
- Headcount. If by headcount, who conducted the headcount? _____

11. Estimated total attendance for the upcoming year: _____

~~11. Estimated total room nights booked and City-wide spending generated by the event (including past data, if available):~~

12. Event Budget: Attach to the application a one page summary of the projected revenues and expenses for the event.

Signature: _____

Printed Name: _____

Date: _____

ADDENDUM B

CITY OF CARROLLTON, TEXAS
SPECIAL PROJECT GRANT APPLICATION

**For Special Projects to be Performed:
October 1, 20__ to September 30, 20__**

***All applications must be received no later than 5 pm, May 31, 20__
Incomplete forms will not be considered.***

1. Name of Organization: _____
 - a. Organization Mailing Address: _____
 - b. Contact Person: _____
 - (1) Contact Person Phone:
Cell Phone: _____ Other Phone: _____
 - (2) Contact Person Email Address: _____
 - (3) Contact Mailing Address: _____
2. Is your Organization a nonprofit organization that qualifies for tax-exempt status under Section 501 of the Internal Revenue Code? Yes No
3. Is your Organization a group consisting solely of residents of the City that has been formed for the purpose of planning and conducting this Special Event? Yes No

If "Yes," provide a list on a separate sheet of the names and addresses of all members of the group.
4. Description of the Special Project (including the location of the project, the estimated space to be used, the desired project completion date, and how the project benefits the residents of the City of Carrollton as a whole):

5. Describe the administrative oversight provided by the Organization for the Special Project (including the amount of labor and materials the Organization will be providing and the type and amount of insurance the Organization has to cover the Special Project):

6. Estimated annual maintenance and upkeep costs of the project following its completion and how such annual maintenance and upkeep will be done:

7. Project Budget: Attach to the application a one page summary of the projected expenses for the project.

Signature: _____

Printed Name: _____

Date: _____



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 4713

Agenda Date: 4/21/2020

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 5.

CC MEETING: April 21, 2020

DATE: March 31, 2020

TO: Erin Rinehart, City Manager

FROM: Laurie Wilson, City Secretary/Admin. Services Director

Discuss **Dates For The July Through December 2020 Council Meetings.**

BACKGROUND:

The purpose of this worksession is to select dates for the July through December 2020 Council Meetings.

July 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 4 th of July
5	6	7 Council Meeting	8	9	10	11
12	13	14	15	16	17	18
19	20	21 Council Meeting	22	23	24	25
26	27	28	29	30	31	

August 2020

*First two August Council Meeting Dates are not subject to change due to Budget Process

**3 meeting dates will be required if tax rate increase requires voter approval

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Council Meeting	5	6	7	8
9	10	11 Council Meeting	12 Lewisville ISD First Day of School	13	14	15
16	17 CFBISD First Day of School	18 Council Meeting	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Council Meeting	2	3	4	5
6	7 City Hall Closed	8	9	10	11	12
13	14	15 Council Meeting	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 National Night Out	7	8	9 ISDs Closed	10
11	12 ISDs Closed	13 Council Meeting	14	15	16	17
18	19	20	21	22	23	24
25	26	27 Council Meeting	28	29	30	31

November 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Election Day	4	5	6	7
8	9	10 Council Meeting	11	12	13	14
15	16	17	18	19	20	21
22	23 ISDs Closed (23-27)	24 Council Meeting	25	26 City Hall Closed	27 City Hall Closed	28
29	30					

December 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Council Meeting	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Council Meeting	16	17	18	19
20	21 ISDs Closed (21-31)	22	23	24 City Hall Closed	25 City Hall Closed	26
27	28	29	30	31	January 1, 2021 New Year's Day	



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 4707

Agenda Date:

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 6.

CC MEETING: April 21, 2020

DATE: March 18, 2020

TO: Erin Rinehart, City Manager

FROM: Elliott Reep, Emergency Management Coordinator

Receive COVID-19 Response Updates.



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 1a

Agenda Date:

Version: 1

Status: Pre-meeting

In Control: City Council

File Type: Procedural Item

Agenda Number: 7.

Mayor and Council reports and information sharing.



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 4746

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *8.

CC MEETING: April 21, 2020

DATE: April 14, 2020

TO: Erin Rinehart, City Manager

FROM: Laurie Wilson, City Secretary/Admin. Services Director

Consider Approval Of The April 7, 2020 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL
TELEPHONIC MEETING AND WORKSESSION
APRIL 7, 2020**

The City Council of the City of Carrollton, Texas convened in a Telephonic Meeting and Worksession on Tuesday, April 7, 2020 at 5:45 pm with the following members present; Mayor Kevin Falconer, Mayor Pro Tem Young Sung, Deputy Mayor Pro Tem Frances Cruz, Councilmembers John Sutter, Glen Blanscet, Mike Hennefer, Pat Cochran and Steve Babick. Also present were City Manager Erin Rinehart, Assistant City Managers Marc Guy, Bob Scott and Chrystal Davis, City Attorney Meredith Ladd and City Secretary/Admin Services Director Laurie Wilson.

5:45 P.M. – TELEPHONIC MEETING

***** PRE-MEETING / EXECUTIVE SESSION *****

Mayor Falconer convened the meeting at 5:51 pm.

1. Receive information and discuss Agenda.

Mayor Falconer advised that Mayor Pro Tem Sung excused himself from the discussion regarding Item 12 due to a conflict of interest.

*****EXECUTIVE SESSION*****

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.

3. Council will reconvene in Open Session to consider action, if any, on matters discussed in the Executive Session. Council did not convene in Executive Session - No action taken.

Mayor Falconer recessed the Worksession at 7:53 pm to convene the Regular Meeting.

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

Mayor Falconer convened the virtual Council Meeting at 7:57 pm.

INVOCATION – Councilmember John Sutter

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Young Sung

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.)*

Mayor Falconer advised that Item 12 was pulled from the Consent Agenda for Individual Consideration because Mayor Pro Tem Sung expressed a Conflict of Interest.

Councilmember Babick moved approval of Consent Agenda Items 7-11 and Items 13-16; second by Councilmember Blanscet.

Deputy Mayor Pro Tem Cruz stated there was a lot of debate regarding Item 11 highlighting the difficulties of being located in three counties, the efforts of staff, and underscored the desire for compliance.

Councilmember Babick asked for clarification on how the ordinance impacts family members who gather outside. Mayor Falconer replied that the Orders do not require social distancing if you live under one roof meaning that family members who reside under one roof may be together in the parks or trails. He stressed that it does not mean extended family members.

Mayor Pro Tem Sung asked how it applies to someone caring for elderly parents who do not live under the same roof. Mayor Falconer clarified that the discussion was about social distancing outside and added that caring for a relative is considered an essential service.

The motion was approved with a unanimous 7-0 vote,

MINUTES

***7. Consider Approval Of The March 26, 2020 Special Meeting Minutes.**

BIDS & PURCHASES

***8. Consider Approval Of RFP #20-001 For San Chester Pond Dredging In An Amount Not To Exceed \$148,500.00.**

CONTRACTS & AGREEMENTS

***9. Consider Authorizing The City Manager To Approve A Contract For Professional Website Design and Maintenance Services From Carahsoft Technology Corporation In An Amount Not To Exceed \$214,045.19.**

ORDINANCE

***10. Consider An Ordinance Of The City Council Of The City Of Carrollton, Texas, Amending Chapter 39 Of The City Of Carrollton Code Of Ordinances By Adopting A New Section 39.02 Authorizing The Usage Of Electronic Signatures For City Documents.**

***11. Consider An Ordinance Relating to Continuation of A Local State Of Disaster, Including Providing For Additional Authority, Rules, And Procedures Related To Containment Measures And A Penalty For Non-Compliance.**

RESOLUTIONS

~~***12. Consider A Resolution Authorizing the City Manager To Negotiate And Execute A Development Agreement With KOA Partners Regarding The Development Of A Class ‘A’ Office Building At Trinity Mills Station.**~~

***13. Consider A Resolution Amending Resolution No. 3948 Related To The Disposition And Development Agreement With TCC High Street Olympus Carrollton Phase III, LLC For A Mixed-Use Development In Downtown Carrollton.**

***14. Consider A Resolution Authorizing The City Manager To Enter Into Single-Family Rehabilitation Grant Incentive Agreements On Two Eligible Properties Located Within A Neighborhood Empowerment Zone, In A Total Grant Amount Not To Exceed \$1,807.75.**

***15. Consider A Resolution Acknowledging Receipt Of The Comprehensive Annual Financial Report For The Fiscal Year Ending September 30, 2019.**

***16. Consider A Resolution Amending Resolution No. 4175: Authorizing The City Manager To Enter Into A Contract With CareATC To Provide Clinic Services At The Employee Health & Wellness Center In An Amount Not To Exceed \$850,000 Annually.**

ITEMS REMOVED FROM CONSENT AGENDA FOR INDIVIDUAL CONSIDERATION

***12. Consider A Resolution Authorizing the City Manager To Negotiate And Execute A Development Agreement With KOA Partners Regarding The Development Of A Class ‘A’ Office Building At Trinity Mills Station.**

Mayor Pro Tem Sung recused himself from the meeting due to a Conflict of Interest.

Mayor Falconer stated this is a very exciting project to include a Class A office building at the Trinity Mills Station.

Councilmember Blanscet moved approval of Item 12; second by Councilmember Sutter and the motion was approved with a unanimous 6-0 vote; Mayor Pro Tem Sung recused.

PUBLIC HEARING - INDIVIDUAL CONSIDERATION

Mayor Falconer advised that Mayor Pro Tem Sung returned to the meeting.

17. Hold A Public Hearing And Consider An Ordinance Amending The Zoning On An Approximately 22-Acre Tract Zoned PD-5 For The (LR-2) Local Retail District And Located At 1213 East Trinity Mills Road To Amend Planned Development 5 To Allow For A Drive-Up Automated Teller Machine (ATM) With Development Standards, Amending The Official Zoning Map Accordingly. Case No. PLZ 2020-1X1 Flite ATM.

Mayor Falconer advised that the applicant withdrew its application. No action taken.

18. Hold A Public Hearing And Consider An Ordinance To Amend SUP-453 To Modify An Approved Site Plan And Increase The Number Of Fuel Stations Allowed For A Gasoline Station On An Approximately 7.25-Acre Tract Zoned (FWY) Freeway District And Located At The Northwest Corner Of Sandy Lake Road And IH-35E; Amending The Official Zoning Map Accordingly. Case No. PLSUP 2020-3X1 QuikTrip No. 1934

Planning Manager Loren Shapiro advised that SUP 453 was approved on December 11, 2018 and stated that the request is to amend the SUP to allow modifications to an approved site plan, including additional fuel pumps. The modification would increase the convenient store to 7,300 sq ft located approximately in the middle of the property with 20 double-loaded fuel pumps on the south side of the building and an additional 8 diesel fuel pumps that would accommodate six semi-trucks and two automobiles on the north side of the property. He reviewed the elevations of the convenience store and the pump stations.

Deputy Mayor Pro Tem Cruz voiced concern about traffic with the addition of the semi-trucks particularly with egress and ingress once I-35 has been expanded. Shapiro stated that in speaking with the Transportation Department, the design of the driveway would be able to accommodate the semis and support the traffic. He explained that the truck traffic would only have the ability of entering Sandy Lake as they are coming off of north bound I-35 to enter the property but all egress of trucks would be at I-35.

Jake Petras, 1120 N Industrial Blvd, Euless, TX, QuikTrip Inc., explained that they intend all south bound trucks to exit onto Sandy Lake and enter the site off of the frontage road; trucks would enter from the west and exit to the east so that their only option to exit the site is off of the frontage road. He stated they have worked with TxDOT and the City extensively regarding the access now and after the widening of the roadways. He stated that the design of the site is to have the truck traffic go north, out of the way of regular auto traffic.

Mayor Falconer stated that the Council has been working to make sure the City's frontages and major corridors are aesthetically pleasing and asked what would be visible on the backside of the building. Mr. Petras referred to the elevation exhibit stating that the façade is very non-standard in order to address the aesthetics of the building. He referred to the addition of awnings, windows, signage and building articulation to dress up the back of the building.

Councilmember Blanscet asked staff to explain what was approved with the initial SUP and the change with the request. Shapiro replied that the site plan for the initial SUP took up only half of the property that the applicant brought forward. Mayor Falconer stated it is the same applicant and this request was to add the semi-truck bays. Councilmember Blanscet asked the applicant to explain what changed since the initial SUP was approved to cause the need for the change. Mr. Petras replied that they have changed their focus corporately to address the change in ecommerce. He felt there were many industrial uses nearby that could benefit from having the diesel fueling stations at that location. He added that they do not classify their site as a truck stop underscoring that their intent is fast, friendly customer service with a clean facility to move people in and out quickly. He added that the intent is to not have trucks lingering and they would not offer amenities that encourage lingering such as showers or lounges.

Councilmember Babick asked staff to address the aspects of warehouse districting along I-35. Shapiro stated the Freeway District goes back quite a way on Sandy Lake and basically straddles all of the I-35 ROW. Councilmember Babick stated that the City has a desire to make the I-35 corridor as appealing as possible and he asked if the Council requires warehouses to have a SUP if developed in the I-35 corridor; Shapiro replied yes. Councilmember Babick questioned the SUP for a gas station versus the SUP for a truck stop. Shapiro stated that from a staff perspective, there is no difference in a gas station and a truck stop. Councilmember Babick stated he was very concerned about the entry and the egress of the semi-trucks entering the station. Mr. Petras replied that he probably miss-spoke in his earlier comments and explained that the orientation of the diesel fuel canopy is that trucks will enter it from the west and exit to the east. He stated they will have very deliberate signage and likely some paint striping near the driveway to make it crystal clear that trucks cannot and will not be allowed to exit the site off of Sandy Lake; semis will only be able to exit the site off of the I-35 frontage road which will make them go south bound. Councilmember Babick acknowledged that it is not QT's corporate policy to allow overnight parking and asked what the enforcement would be. Mr. Petras stated there would be a manager dedicated to the fuel side of the business stating that they will keep records of how long trucks are there. If a truck has been there an inappropriate amount of time, the manager will make contact with the driver and suggest they need to move. If a conflict occurs and the truck driver doesn't leave, the manager would contact the Police Department. He stated that is something that rarely happens and stated not only is it important to enforce the policy, the trucker

community is aware of the policy. Councilmember Babick voiced various concerns including safety and questioned if this was an appropriate place for a truck stop. He stated that he was inclined to recommend that the Council not approve the change. Mr. Petras spoke with assurance that there is a vast difference between a truck stop and the proposed facility; he underscored the reputation of QuikTrip and he provided examples of various successful locations. He stated they were very deliberate about the layout to ensure that Council could be pleased with making a decision in the affirmative. Councilmember Babick emphasized his respect for QuikTrip and reiterated that he was not sure this was the right location.

Mayor Falconer noted that once the SUP is approved, there is nothing to prevent the facility from changing owners and is one of the things the Council should consider. He underscored that while the owner/operator is pertinent, the land use is paramount. Mr. Petras stated that QuikTrip was open to offering a voluntary deed restriction on the property that the site would be operated only as a travel center only by QuikTrip or its subsidiaries. City Attorney Meredith Ladd stated if the Council puts a term in the SUP, the City can enforce anything that the City has a deed restriction right in so basically they would be deeding the City a covenant in the property because otherwise the City would not have authority to enforce the deed restriction. She stated it wouldn't be a part of the SUP; it would be a condition of the SUP that they grant the right. Mr. Petras stated QuikTrip considers themselves as partners with the City in this type of situation and in no way, shape or form do they want to tarnish that relationship. Mayor Falconer noted that from a staff perspective, there is no difference in zoning between a gas station and a truck stop and asked if the applicant could decide later to remodel their facility to offer showers and such other amenities. Shapiro replied that it could be possible if it was an accessory use.

Mayor Pro Tem Sung asked if the City could mandate signage to prohibit trucks from exiting to Sandy Lake Road and Shapiro replied affirmatively. Mayor Pro Tem Sung voiced various traffic safety concerns and asked for staff's recommendation. Shapiro replied that staff recommended approval. Mayor Pro Tem Sung asked the applicant if there was anything other than signage that could be used to discourage truck traffic exiting the site on Sandy Lake Road. Mr. Petras described how truck traffic would flow from the fueling bay and stressed that they would provide very deliberate signage that would direct trucker drivers to exit only at the I-35 frontage road driveway. He added that the layout of the facility makes it very inconvenient and difficult for a semi-truck to attempt to exit on the Sandy Lake Road driveway. He explained that because of fire lanes, emergency vehicle responses and internal circulation, they could not construct a true physical barrier and stressed that he felt the vast majority, if not all trucks will exit at the I-35 driveway although he could not promise it. He explained where he expected the signage would be located and added that Council could direct it as part of the motion. Mayor Pro Tem Sung asked if there was potential to add more diesel pumps. Mr. Petras replied that they could possibly expand in the future by one more if the demand supported it, but current demand doesn't require more than six.

Deputy Mayor Pro Tem Cruz asked for clarification; with egress they have to exit to the frontage road, but ingress can access through both. Mr. Petras replied affirmatively. Deputy Mayor Pro Tem Cruz asked staff what use is allowed by right around the property. Shapiro replied that on the west and north sides, the property is zoned Freeway and on the other side of I-35, the east side, is also zoned Freeway; and to the south, it is zoned PD for Western Extrusions. He explained that the Freeway District allows uses such as retail, office, and restaurants. Deputy Mayor Pro Tem Cruz stated she was struggling with whether the proposed use was appropriate for the site. Mr. Petras stated that the land outside of their boundaries is in the floodplain.

Councilmember Blanscet noted that the far north part of the parking lot included eight parking spaces; he asked if those spaces were required by Code and asked what the spaces would be used for if not for

long term or overnight parking. Shapiro replied that there are no parking requirements for the semi-trucks; the parking requirements are based on automobile traffic for the convenience store and gas station. Mr. Petras replied that not every truck needs fuel; the driver may need to stop for a quick rest so they want to have a spot for them, so they don't park in an inappropriate location. He stressed that their staff is really good at monitoring that situation because Carrollton is not the first city to be concerned and they are aware that managing and policing that area is a key element to having good long term relationships with municipalities. He added that QT is focused on providing fuel and snacks to get the drivers back on the road.

Councilmember Cochran stressed the congestion at the intersection and asked questions concerning ingress, egress, landscaping, the presentation of the facility and whether or not there would be a deceleration lane. Shapiro replied that drivers going north bound would have to take the Sandy Lake exit to enter the property. Councilmember Cochran stated her concern that a semi going under the bridge into the merge would be a tight fit. Shapiro replied that he did not know when the improvements would be made to Sandy Lake Road. With regard to a deceleration lane, the applicant would have to get a TxDOT permit and stated it was an engineering question. Mr. Petras replied that they have met with City engineering staff and have agreed to build a deceleration lane on the Sandy Lake driveway; however, they have not formalized the TxDOT permit but he felt they would be required to construct one on the I-35 frontage road although there are variables to the timing. He felt that there would be deceleration lanes on both. Councilmember Cochran underscored a concern with the visibility of the facility and what drivers would see.

Councilmember Babick noted previous interest by a Global 3 company in the general vicinity of the site and reiterated that while a gas station might be appropriate, he questioned the truck stop as an appropriate land use. Mayor Falconer acknowledged such interest nearby and agreed that from a land use perspective, the gas station on the corner makes sense and the adjacent nursery is a nice buffer.

Councilmember Sutter asked if the proposed SUP is not approved, would the use revert to the SUP that was approved previously with the layout that was previously presented and Shapiro responded affirmatively.

Deputy Mayor Pro Tem Cruz asked if there were any material changes to the gas station/convenience store portion in the requested SUP that would be different from the previous SUP. Shapiro referred to the Applicant's Exhibit of the requested SUP. He explained that the proposed elevation is similar, but the proposed building would be much larger; the orientation of the store would be different and the fuel stations of the current SUP would be located between the freeway and the retail.

Mayor Falconer opened the public hearing.

_____, DHI Sandy Lake, landowner, 3819 Maple Avenue, Dallas, referred to surrounding uses. He stated that to the north of the site, there is a floodplain being created to mitigate the development of this site; north of that floodplain is a massive DWU water line easement that bisects the entire area from east to west; a water treatment plant is to the east on the east side of I-35; Western Extrusions is to the south east; to the south is the newly enlarged DWU flood mitigation storage area and west of that is the Sandy Lake RV park; and directly to the west of the site is the Southwest Wholesale Nursery. He stated that none of those properties are going to be something different from the current use way into the future. He felt that the property was on an island all by itself.

There being no other speakers, Mayor Falconer closed the public hearing.

Councilmember Babick moved denial of Item 18; he reminded the Council about the time spent focusing on zoning on the City's entryways and asked the Council to also keep the long term vision in mind. The motion died for lack of a second.

Councilmember Hennefer moved approval of Item 18; second by Councilmember Sutter.

Councilmember Hennefer noted that if the requested amendment was not approved, the use would remain a gas station. He stated that while he values all of the points made by the Council members, he felt that having six diesel fuel pumps would not mean there would be a large number of trucks there.

Councilmember Cochran stated she was concerned with safety which may be resolved with the widening of I-35 and she was concerned the presentation of the site. She agreed with comments made by Councilmember Hennefer and stated she would vote in favor because she trusts that QuikTrip will do it right and that staff will insure it is done right.

Councilmember Babick echoed his previous concerns of safety, Freeway appeal, and felt a truck stop was not the right use for the corner. He felt that the citizens of Carrollton would not want a truck stop approved particularly at that corner.

Mayor Falconer noted that McInnish Park was nearby and felt the gas station would get a lot of use from sports teams. He asked if a stipulation should be included regarding the offered deed restriction.

Mayor Pro Tem Sung asked when the deceleration lane on Sandy Lake would be constructed. Mr. Petras stated the deceleration lane into the Sandy Lake drive approach was required and was included as part of their drawing. Shapiro confirmed it was included on the proposed site plan.

Councilmember Hennefer stated he would welcome a deed restriction as discussed. City Attorney Ladd stated she was working on language to be included such that it would not be transferrable, and the applicant would take all action necessary so that it is not transferrable. Councilmember Hennefer also suggested prohibiting uses such as showers or lounges and Ladd suggested language such as non-convenience store uses would be prohibited. Councilmember Sutter stated he would support both suggested amendments.

Deputy Mayor Pro Tem Cruz stated she wanted to support the QT relationship, but because of all of the things mentioned by Councilmember Babick, she was inclined to vote against the request. She felt that adding the diesel fuel pumps detracts from the Council's vision for the area.

Councilmember Babick asked the Council to understand that by denying the request, they are saying yes to QTs gas station and saying no to a truck stop.

Councilmember Cochran explained that she may change her vote because she is still having trouble with the safety of the proposed site and the Council's vision; and would probably vote against the site becoming a truck stop.

Councilmember Blanscet agreed that it was a difficult decision; stated he likes the new configuration of the store and the automobile gas pumps but was not excited about the addition of the semis because of the vision the Council is trying to accomplish along I-35. He did not feel it would create safety issues.

Mayor Pro Tem Sung stated he was still struggling with the safety and asked if the applicant could angle the diesel fuel station parallel to the I-35 entrance. Mr. Petras felt turning the bays would cause

a more convenient turn movement for trucks to exit on Sandy Lake Road which they are trying to prevent. He stressed that the traffic safety aspect was exhausted when they submitted the proposal stating they worked tirelessly with their traffic engineers, internal and external civil engineers, City traffic and engineering as well as the Planning & Zoning Commission. He stated they were very confident that ingress, egress and circulation within the site is probably on par with any other convenience store or travel center. Mayor Pro Tem Sung stated he was very comfortable with their experience and with the applicant stating there are no issues, and he intends to vote in favor.

Shapiro reminded Council that the current SUP would remain in place should the Council decide to deny the request; that the proposed design would accommodate the circulation and truck traffic should Council decide to approve the request; and asked the Council to keep in mind that it's hard for staff to enforce whether a truck is staying overnight or not.

Ladd stated she was struggling to find a way to truly limit transference. She suggested limitations that it cannot have accessories that would be like a truck stop and cannot have a truck stop; and also that the SUP must remain in conformance with the conceptual plan that was submitted. She stated that any change would be required to get approval from Council which most likely would include transfer of ownership that would change anything on the property. Mayor Falconer asked if the sign changed from QT to Joe's truck stop, they could do that and Ladd replied yes. Mayor Falconer asked if she was stating that it would be difficult for the Council to have any sort of requirement that forces the deed structure the Council was discussing and Ladd replied affirmatively adding that they could do it voluntarily but Council could not require them to do it.

Mayor Falconer restated the motion to approve with stipulations and with additional stipulation that no non-convenience store uses or amenities are allowed on the property. Councilmember Hennefer and Councilmember Sutter stated agreement with the restated motion. Mayor Falconer called for the vote. The motion failed with a 1-6 vote; Babick, Sutter, Cochran, Blanscet, Cruz and Sung opposed.

Mayor Falconer clarified that the request to amend the SUP was not approved and the original SUP is still in place.

OTHER BUSINESS

19. Consider An Ordinance Ordering Cancellation Of The Joint Election On May 2, 2020 For The Election Of Councilmembers Place 4 And 6 And Declaring The Election Of Those Unopposed Candidates For Councilmembers Places 4 And 6.

Mayor Falconer referred to the discussion in the Worksession stating that the May election is moved to November 3 due to the Stay at Home order. He stated that approval of the item officially cancels the election and declares unopposed candidates for Places 4 and 6 elected.

Councilmember Babick moved approval of Item 19 congratulating Councilmember Young Sung and acknowledging Councilmember Cruz; second by Councilmember Cochran and the motion was approved with a unanimous 7-0 vote.

20. Consider A Resolution Rescinding Resolution No. 4373 Regarding Approval And Consent To The Continuation Of A Declaration Of Local State Of Disaster In Response To Concerns Related To The Coronavirus Disease 2019 (COVID-19).

Mayor Falconer stated the item is pulled – no action taken.

PUBLIC FORUM

21. 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 wanting to speak may join this meeting through Zoom by visiting <https://zoom.us/j/125484317?pwd=R3gyVG8zMjFvRkJoaklHUHN3YVovUT09>, by calling 1 346 248 7799 using the following information: Meeting ID 125 484 317, Password: 025054. Speakers must address their comments to the presiding officer rather than to individual Council members or staff; Speak clearly into their device and state your name and address prior to beginning your remarks; Speakers will be allowed between 2 and 4 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations will not be permitted; No placards, banners or signs will be permitted in the Chambers or in any other room in which the Council is meeting. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

There were no comments.

Mayor Falconer adjourned the Telephonic meeting at 9:48 pm. and stated Council would reconvene in Worksession after a short break.

WORKSESSION

Mayor Falconer reconvened the Worksession at 10:01 pm.

4. Receive Recycling Market Updates And Discuss Solid Waste Contract.

Administrative Services Director/City Secretary Laurie Wilson advised that the current Solid Waste contract would expire September 30, 2020 and noted that the contract includes recycling services. She provided the following information regard recycling.

China Sword Drives Costs and Changes

- China was largest importer of the world's recycled commodity; US 40% of inbound stream
- 2017: China changed acceptance criteria of imported materials
 - Reduced contamination levels (from -3% to 0.5%) in recovered paper & plastic
 - Banned all mixed paper, regardless of contamination levels (20% stream)

Impacts

- Excessive material oversupplies market
- Oversupplied markets further drives down commodity prices
- Cardboard, mixed paper and aluminum at all-time lows
- 76% of material sold declined in value 78-105%

Wilson stated that in response, cities across the nation began making drastic changes to their recycling programs with many cities cancelling their programs. She reviewed the evaluated service and pricing changes for cities whose solid waste contracts expired since the recycling market shifted noting the average rate of increase being \$0.89 per household per month. She reviewed the City services offered under the current contract with Republic and addressed Republic's recycling program which includes a recycling processing center and recycling education facility. Wilson advised that Republic has

expressed interest in renewing the contract and has made a competitive offer to the City that rivals what has been seen across the Metroplex. She stated that one of the biggest benefits to the offer is that there would be no reduction in service meaning no limitations or decrease in services of the current recycling program; no limitation on bulk or brush collection; continuation of the household hazardous waste collection program; continued access to the landfill at the current rate; and keep commercial services in the open market. She added that Republic would replace the fleet in phases within the next 24-30 months. She stated that Republic has offered a minimal annual increase lower than what has been seen throughout the Metroplex without reducing services and the annual increase would be a fixed rate rather than a market rate which typically is a higher rate. She asked for direction from Council with regard to renewal or going through the RFP process.

Mayor Falconer advised that he has heard conversations at various conferences about the increased costs for sanitation services. He felt there was a real benefit to maintaining and renewing the current contract. To be transparent, he stated that Carrollton is on the higher end when considering costs compared to other cities and stated it is largely because Carrollton offers one of the most generous contracts for the residents; especially considering bulk waste.

Deputy Mayor Pro Tem Cruz asked about replacement of bins due to damage. Wilson replied that if a resident contacts the City about a damaged bin, they will schedule repair or delivery of a replacement before the next collection at no cost to the resident. She added that Republic also has a proactive review of bins by neighborhood. Deputy Mayor Pro Tem Cruz asked Wilson to elaborate about the DFW and Camelot landfills. Wilson stated that the DFW landfill is nearing the end of its use (2-3 years) and Camelot has about 25 years of use remaining. Mayor Falconer explained that the DFW Landfill went through a change in height limitation with TCEQ about 5 years ago and although it was approved, they decided not to pursue the increase and is why they will reach their limitation in 2-3 years. Camelot also filed for the same expansion, received approval and is why its lifespan is around 25 years. Mayor Falconer stated that the DFW landfill is the one most visible from Hebron Road and felt that in about 10 years, Camelot would also be more visible. He stated that he felt it would not be in Carrollton's best interest to boycott Camelot. Wilson advised that the two landfills are about 4 miles apart.

Councilmember Blanscet asked if the recycling issues mentioned impacts the contract by causing the rates to increase. Wilson replied that it is getting more and more expensive to process recyclables and there are fewer countries willing to take it. She also noted the contamination rate changes have also made it more costly to the point that recycling companies are resorting to paying people to take it. Mayor Falconer stated that a few years ago, there was a cost benefit to recycling and now it is a net cost to the City. He suggested that recycling is still the right thing to do but it is one of the pressures on contracts; why the costs are escalating. Councilmember Blanscet asked how Republic is able to handle the pressures. Wilson responded that it is a fairly new contract for Republic and it is a large contract so they are doing what they can to keep the contract and she stated there would be an increase but minimal in comparison to what other cities are experiencing. Councilmember Blanscet mentioned that the City takes the customer calls rather than the contractor and asked if that is considered in the contract. Wilson explained that when the contract was reviewed in 2015, the City was not satisfied with the level of customer service and taking on the calls in-house allowed the City to meet that expectation. She stated it allows the City to actively monitor any issues that the residents are having with the vendor and allows the City to appropriately penalize the vendor if necessary. Because there were other changes as well, Wilson stated it was not clear if there was a savings or cost due to the City handling the customer calls.

Councilmember Sutter confirmed that the citizens like the bulk waste collection services. He asked if the penalties mentioned by Wilson would continue in the contract. Wilson replied that there has been

conversation with Republic and there would be some penalty adjustments as well as clarity of language. She stated there is also an opportunity to add some penalties for hot button issues. Councilmember Sutter spoke in favor of renewing the contract.

Councilmember Babick felt the last RFP process provided good perspective. He stated that the feedback he gets from Dallas residents is that Carrollton's service is far better. He added that the one recurring theme is about the age of the garbage trucks and he felt the approach that Republic is making allows them a runway to capitalize investment over a long period of time. He felt renewal gives the City price protection and known quantity of unique requirements for a minimal increase in price.

Councilmember Cochran asked if the City gets a benefit for taking care of the billing. Wilson replied that it was more of a benefit for the residents because it allows them to get one bill rather than multiple bills.

A consensus was reached to move forward with renewal of the contract.

5. Receive COVID-19 Response Updates.

Mayor Falconer expressed appreciation to the Council for adopting the proposed ordinance and underscored that it was decisions they didn't want to make but must make. He felt that the overall compliance in Carrollton has been tremendous and the residents understand the gravity of the situation. He felt that the curve was beginning to flatten and understood the impact especially to the businesses. He felt that there would be some loosening of restrictions probably followed by retightening of restrictions in the future and it probably would not be over by April 30.

Emergency Management Coordinator Elliott Reep stated there are three things they have been learning from all of the numbers in news reports: 1) the total number of cases is likely too low; 2) the number of people lost due to the virus is also probably low; and 3) there are probably far more people who have recovered from the virus than are reported in the numbers. He provided a report about the number of cases in Texas and as of today, Carrollton reported 54 total cases. He stated that the initial expected peak for hospital use was this week and it is now expected to be late April which means the policies are working. With regard to City operations, he stated that they are currently in Stage 4 of the six stage original COVID-19 plan which means critical employees are working from home when possible and for those employees that can't work from home, the Strategic Services Director is matching needs with people to make the workforce as efficient as possible and adding value to the City. With regard to PPE, he advised that they have a sufficient supply for the immediate needs for the first responders and continually work on obtaining more. For the nonpublic safety City staff, a document was developed that provides guidance about what type of equipment each person needs based on their interaction with the public. He advised that testing is available in the City in partnership with CareATC for first responders and other critical staff can get tested as needed and per guidance from physicians. He stated that they are tracking costs related to COVID-19 to be submitted for reimbursement. Reep stated that the Marketing staff has done a phenomenal job of getting information out to the public. He added that the City Manager has asked staff to begin assessing what a long-term closure would look like and to prepare for it even though the hope is that it will not be long term. City Manager Erin Rinehart stated that they are focused on providing the key services that citizens pay for, rely on and expect.

Mayor Pro Tem Sung stated that knowing the shortages of PPEs, he asked what staff was doing to go about obtaining more. Reep replied they are following the State process and stated they have had some success with engaging with direct vendors such as Buzz Balls that were able to retool to make hand sanitizer and FastSigns that was able to make face shields. Donated homemade masks also help and are accepted.

Deputy Mayor Pro Tem Cruz asked about the best way to make homemade masks. Reep replied that staff is and will be reviewing preferred methods and would get that information out to the public. He stated he did not think that wearing of a mask would become mandatory unless the pandemic threat level takes a turn, but he would be watching that closely. Mayor Falconer stated that in communities in California, they are requiring cloth face coverings rather than masks. He added that in the orders, they are generally talking about not utilizing medical grade masks in order to protect that supply for the first responders and medical community. He felt it was possible to see something like that in the future noting that the CDC has now recommended that people who are out wear one because one may be an unknowing carrier. Reep stated he was first thinking about the M95 masks when he replied and stated he agreed with Mayor Falconer. Deputy Mayor Pro Tem Cruz stated that one of her concerns was the mental health component of first responders and citizens. Reep replied there are avenues set up for first responders and felt there is more focus on the issue such as free hot lines for the average person.

Councilmember Babick asked the City put information together to point people and businesses in the right direction. Rinehart stated the Economic Development Director is dedicating his time right now to compiling that type of information and providing it to the businesses. She stated there are also links on the City's webpage to assist people and businesses.

In response to mental health resources, Reep stated that the Marketing team has already posted information on the City's webpage. Director of Human Resources Samantha Dean added that CareATC has an on-sight behavioral health counselor that is available for anyone on the City's health plan and the City also offers the Employer Assistance Program through Deer Oak.

Councilmember Cochran voiced concern about seniors who are now isolated and asked what the City is doing for them. Reep stated they are working with Metrocrest Social Services to reach out to them from that aspect but would do more review for opportunities. Deputy Mayor Pro Tem Cruz noted she was also concerned about more risks for children.

Councilmember Blanscet reminded everyone that the Metrocrest Chamber has also done a lot of work to help businesses and are available by phone. He suggested churches could help to connect to seniors.

Councilmember Hennefer asked where the information is located on the website and Marketing Director Kelli Lewis stated the information is located at cityofcarrollton.com/coronavirus. She added that there are several links on the top of the page that can take you to business resources and pretty much everything that has been covered during the meeting. She further advised that the City is partnering with the School District in getting information disseminated.

Councilmember Babick stated that there are people who are alone that aren't necessarily seniors and encouraged people to contact their neighbors.

6. Mayor and Council reports and information sharing.

ADJOURNMENT - Mayor Falconer adjourned the meeting at 11:13 pm.

ATTEST:

Laurie Wilson, City Secretary

Kevin W. Falconer, Mayor



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 4739

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *9.

CC MEETING: April 21, 2020

DATE: April 16, 2020

TO: Erin Rinehart, City Manager

FROM: Bob Scott, Chief Financial Officer and Assistant City Manager

Consider Approval Of RFP # 20-006 For Sand And Gravel For Various Departments From Various Vendors In An Amount Not To Exceed \$124,450.00.

BACKGROUND:

The material to be purchased from this price agreement will be used by various departments/divisions for miscellaneous construction and repair projects. This bid includes two, one-year renewal options if mutually agreeable by the city and the vendors. For a total three- year contract in an amount not to exceed \$373,350.00.

Bids were advertised and received from four vendors of which one was rejected for not submitting all the required forms.

FINANCIAL IMPLICATIONS:

The materials on **RFP # 20-006** will be purchased from budgeted funds for the cost centers and amounts as listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Park	60350 - Base Materials	\$ 38,100.00
Public Works	60350 - Base Materials	\$ 86,350.00
	Total	\$ 124,450.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the low bids meeting all specifications be approved as listed below for an amount not to exceed \$124,450.00 annually.

<u>VENDOR</u>	<u>CATEGORY</u>
CJA Enterprise	Primary Vendor Items 1, 2, 3, 4, 5, 6, & 7

Martin Marietta	Secondary Vendor Items	1 & 6
Martin Marietta	Tertiary Vendor Items	2, 7 & 7B
Green Dream	Primary Vendor Items	7B
Green Dream	Secondary Vendor Items	2, 4, 7
Green Dream	Tertiary Vendor Items	1& 6



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 4742

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *10.

CC MEETING: April 21, 2020

DATE: April 16, 2020

TO: Erin Rinehart, City Manager

FROM: Bob Scott, Chief Financial Officer & Assistant City Manager

Consider **Approval Of RFP # 20-009 Plant Protection From Various Vendors For The Parks Department** In An Amount Not to Exceed \$71,775.00.

BACKGROUND:

The chemicals to be purchased from this price agreement will take care of all plant protection requirements for the Parks department. This RFP is for one year with the option to renew for two additional one-year renewal periods, for a total three year contracted valued at \$215,325.00.

Bids were advertised and received from five vendors in which one was rejected as the vendor failed to provide the required documents as stated in the proposal.

FINANCIAL IMPLICATIONS:

The chemicals on RFP# 20-009 will be purchased from budgeted funds for the cost centers and amounts as listed below:

<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
PARKS	60220 - Chemicals	\$71,775.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the bid meeting all specifications and considered the “best value” for the City be awarded as listed below for an amount not to exceed \$71, 775.00 annually.

<u>COMPANY</u>	<u>ITEMS</u>	<u>ITEMS</u>
Harrell’s	Primary Vendor Items 1, 13	Secondary Items 4, 6, 7, 10, 11, 12
Winfield	Primary Vendor Items 3, 7, 10, 11, 14	Secondary Items 2, 5, 8, 9, 13, 15
BWI	Primary Vendor Items 2, 4, 5, 6, 8, 9, 12, 15	Secondary Items 1, 3

NOTE: Staff recommends not using Helena Chemical for any Plant Protection materials based on past poor vendor performance related to not meeting delivery deadlines.

Item 5 - BWI's bided product is a generic and is deemed acceptable

Item 9- Product is an Agency set price

Item 10 - Winfield's bided product is deemed acceptable

Item 11- Product is an agency set price; Winfield product is not a comparable product

Item 15 - BWI's product is deemed acceptable

RFP # 20-009 PLANT PROTECTION PRICING PROPOSAL SHEET

					Harrell's	Winfield	BWI	Helena	
Item	Quantity	Request Product Size	Description	Request Packaging	Expectation/Equivalent	Extended	Extended	Extended	Extended
<u>INSECTICIDES</u>									
1	128 oz.	4 x 1.6 oz. packets	Merit 75 (or equivalent) WG, WP	4 cases	32 oz. per case	\$ 370.20	\$ 391.68	\$383.80	\$ 1,279.00
2	100 LBS	1 LB cans	Acephate 75 wg	8 cases + 4 cans	12 cans per case	\$ 959.00	\$ 940.00	\$826.72	\$ 1,355.00
3	150 LBS	2 lb. canisters	Advion fire ant bait	9 cases + 3 bottles)	8 bottles per case	\$ 2,600.25	\$ 2,306.25	\$2,454.75	\$ 2,400.00
4	20 gals	2.5g bottle	PRIMO MAXX (or equivalent)	4 cases	2 bottles per case	\$ 2,814.20	\$ 3,125.00	\$2,659.00	\$ 3,500.00
<u>HERBICIDES</u>									
5	150 gal.	2.5 gal.	Round Up/Pro	30 cases	2 bottles per case	-	\$ 2,925.00	\$1,956.60	\$ 2,032.50
6	80 bottles	1.3 oz.	Sedge-Hammer	8 cases	10 bottles per case	\$ 4,529.60	\$ 4,860.00	\$3,955.20	\$ 4,800.00
7	150 gals.	2.5 gal.	3-Way (24D)	30 cases	2 bottles per case	\$ 3,480.00	\$ 3,375.00	\$3,916.80	\$ 5,250.00
8	500 gal.	2.5 gal	Round-Up Custom	100 cases	2 bottles per case	-	\$ 9,900.00	\$9,612.00	\$ 10,400.00
9	200 grams	5 x 5-gram packets	Monument	8 boxes	25 grams per bottle	\$ 2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00
10	100 lbs.	5 lbs. bottle	Sure-Guard	5 cases	4 bottles per case	\$ 12,751.20	\$ 8,125.00	-	\$ 8,400.00
11	800 ounces	6 oz. bottles (8-12 per case)	Tribute Total	40 cases	20 bottles per case	\$ 48,000.00	\$ 47,880.00	\$48,240.00	\$ 84,660.00
12	180 gal.	1.125 gal bottles	Specticle	40 cases	4 bottles per case	\$ 279,000.00	\$ 9,880.00	\$279,000.00	\$ 279,000.00
<u>Additives & Aquatics</u>									
13	500 gal.	2.5 gal.	Spi-Max Blue Dye Indicator	100 cases	2 bottles per case	\$ 13,060.00	\$ 13,750.00	\$15,120.00	\$ 22,975.00
14	500 gal.	1 gal	Aquatic Surfactant - Red River	125 cases	4 bottles per case	-	\$ 6,625.00	-	\$ 12,000.00
15	750 gal.	2.5 GAL	Surfactant - Surf-AC 820	187 case + 2 bottles	4 bottles per case	\$ 14,679.00	\$ 9,975.00	\$6,211.50	\$ 13,500.00



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 4743

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *11.

CC MEETING: April 21, 2020

DATE: April 16, 2020

TO: Erin Rinehart, City Manager

FROM: Bob Scott, Chief Financial Officer and Assistant City Manager

Consider Approval Of RFP # 20-011 For Fertilizer For The Parks Maintenance Department From Various Vendors In An Amount Not To Exceed \$102,300.00.

BACKGROUND:

The material to be purchased from this price agreement will take care of all fertilizer requirements for Parks. Bids were advertised and received from eight vendors of which one was rejected as a result on not submitting all of the required forms. Bid notifications were posted online, previous and interested vendors were contacted, as well as advertisements placed in the Dallas Morning News.

FINANCIAL IMPLICATIONS:

The materials on RFP #20-011 were approved for purchase from budgeted funds for the cost center and amount as listed below:

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
PARKS - 353001	60220 - Chemicals	\$ 102,300.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the low bids meeting all specifications be awarded as listed below for an amount not to exceed \$102,300 for the first year with two additional one-year renewal periods resulting in a total three-year contract in an amount not to exceed \$306,900.00.

<u>COMPANY</u>	<u>ITEM(S)</u>	
BWI	Primary Vendor Items	1, 3, 5, 6, 7, 8, & 9
BWI	Secondary Vendor Items	2 & 4
Justin Seed Company	Secondary Vendor Item	3 & 5
SiteOne	Primary Vendor Items	2

SiteOne	Secondary Vendor	6
Harrell's	Secondary Vendor Item	8
Winfield	Primary Vendor	4
Winfield	Secondary Vendor Items	1 & 7

NOTES: Staff recommends not using Helena Chemical for any fertilizer/pre-emergent based on past poor vendor performance related to not meeting delivery deadlines.

The price for item #7 is established by the manufacturer and the primary award was selected based on the number of low bid items under the award recommendation.

Product bid from SiteOne & Harrell's for item #9 would need to be tested to ensure the product is deemed an "equivalent". Therefore, staff would like to recommend BWI as the primary vendor for this previously awarded specialty product. If testing proves the other item(s) are in fact an equivalent product BWI would become the secondary vendor.

20-011 Fertilizer								
			Seed	BWI	SiteOne	Harrell's	Winfield	Helena
Item Number	ITEM DESCRIPTION	Qty	Unit Price PER 50 lb bag (highly preferred)					
1	28-3-10 Granular Turf Fertilizers (50lb bags)	1000 bags	\$ 17.27	\$ 15.77	\$ 16.94	\$ 18.54	\$ 16.40	\$ 14.88
2	18-24-12 Starter (50lb bags)	10 bags	-	\$ 16.45	\$ 13.85	\$ 17.64	\$ -	\$ 12.80
3	28-0-0 (50lb bags)	1600 bags	\$ 14.13	\$ 13.39	\$ 14.97	\$ 15.14	\$ -	\$ 14.13
4	Ronstar G (50lb bags)	80 bags	-	\$ 83.53	\$ 117.31	\$ 34.74	\$ 82.75	\$ 50.00
5	28-0-3 : Total Nitrogen 28% (26.7% Urea Nitrogen, 1.3% water insoluble Nitrogen) 3 (50 lb bags) 8000lbs	160 bags	\$ 13.19	\$ 13.18	\$ 13.25	\$ 15.04	\$ -	-
6	Pendimethalin Pre-emergent (spring time application) (50lb bags) 0-0-7	800 bags	-	\$ 11.40	\$ 12.69	\$ 13.33	\$ 12.90	\$ 10.25
7	Top Choice ant killer 6000lbs.	120 bags	-	\$126.50	\$ 139.00	\$ 126.50	\$ 126.50	\$ 126.50
8	Fall Pre-Emergent 22-0-0.86% Pendimethalin	880 bags	-	\$ 13.57	\$ 17.59	\$ 15.78	\$ 16.65	\$ 14.95
9	26-2-9 180 day Fertilizer: polymer coated	1100 bags	-	\$ 48.47	\$ 28.51	\$ 25.40	\$ -	no bid
					Item 7 - 20 bags or more to the same address will receive a price break \$126.50 per 50lb bag	Item 4 *not available at this item. Harrells bid 0-0-7 w/Ronstar as an alternative		alternative items for items 1,2,3,6 &8



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 4749

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *12.

CC MEETING: April 21, 2020

DATE: April 15, 2020

TO: Erin Rinehart, City Manager

FROM: Bob Scott, Chief Finance Officer and Assistant City Manager

Consider Approval For RFP# 20-005 For Multiple Departments For Irrigation System Installation And Repairs In An Amount Not To Exceed \$290,000.00.

BACKGROUND:

The city is continually working to improve the landscape and aesthetics of medians, rights-of-way and parks. The addition of new plantings and aging irrigation throughout our system requires regular maintenance, repair and improvements. A Request for Proposal (RFP) was issued for new installation and repair and maintenance of existing irrigation.

Bid notifications were posted online, previous and interested vendors were contacted, as well as advertisements placed in the Dallas Morning News.

A total of four (4) responses were received. This bid award is for one year with two one-year renewal options available if mutually agreeable for a total three-year contract valued at \$870,000.00.

FINANCIAL IMPLICATIONS:

The product and services on Bid # 20-005 will be purchased from budgeted funds for the cost centers and amounts as listed below over a one-year period.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Park Maintenance	R/M Structures - 63010	\$75,000.00
Fire	Other Professional Services - 61190	\$15,000.00
Neighborhood Matching Grant	Other Professional Services - 61190	<u>\$ 60,000.00</u>
Various Cap Accounts	Other Professional Services - 61190	<u>\$140,000.00</u>

TOTAL

\$ 290,000.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the bid be awarded to Andy's Sprinkler & Drainage.

20-005 IRRIGATION INSTALL AND REPAIR

	Andy's	Green Scaping	Tenly	American Landscape System
ITEM/DESCRIPTION SUMMARY				
Irrigation Repair and Replacement	\$ 13,870.50	\$ 23,563.75	\$ 14,698.35	\$ 19,722.60
New Irrigation System Install	\$ 5,539.25	\$ 16,940.25	\$ 8,333.02	\$ 8,200.30
TOTAL ALL CATEGORIES	\$ 19,409.75	\$ 40,504.00	\$ 23,031.37	\$ 27,922.90
HOURLY RATES				
Minimum Service Call		\$ 115.00	\$ 97.00	\$ 125.00
2 man service truck	\$ 125.00	\$ 102.00	\$ 132.00	\$ 120.00
3 man service truck	\$ 163.00	\$ 136.00	\$ 167.00	\$ 155.00
4 man service truck	\$ 200.00	\$ 170.00	\$ 200.00	\$ 190.00
	\$ 488.00	\$ 523.00	\$ 596.00	\$ 590.00
TOTAL BID	\$ 19,897.75	\$ 41,027.00	\$ 23,627.37	\$ 28,512.90
	Vendor All Service			



Agenda Memo
File Number: 4751

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *13.

CC MEETING: April 21, 2020

DATE: April 15, 2020

TO: Erin Rinehart, City Manager

FROM: Bob Scott, Assistant City Manager and Chief Financial Officer

Consider Approval Of Bid #20-008 For Asphalt For Public Works From Various Vendors In An Amount Not To Exceed \$98,526.00.

BACKGROUND:

The materials to be purchased from this price agreement will be used by the Streets and Water Divisions of Public Works for miscellaneous paving and repair work throughout the City. This bid is for one- year and contains the option to renew for two additional one-year renewal periods if mutually agreed upon.

Bid notifications were posted online, previous and interested vendors were contacted, as well as advertisements placed in the Dallas Morning News.

FINANCIAL IMPLICATIONS:

The materials on Bid # 20-008 will be purchased from budgeted funds for the cost centers and amounts as listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
STREETS - 402001	ASPHALT	\$ 85,626.00
WATER - 405002	ASPHALT	\$ 2,900.00
WATER - 405003	ASPHALT	\$ 1,000.00
WATER - 405005	ASPHALT	\$ 9,000.00
	TOTAL	\$ 98,526.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the low bid meeting all specifications be awarded as listed below for an amount not to exceed the budget allocation of \$98,526.00 for the first year and two additional one- year

renewal periods; for a total three-year contract valued at \$295,578.00.

<u>COMPANY NAME</u>	<u>ITEM</u>	
Austin Asphalt Inc.	Primary Items 2, 2, 3 & 3B	Secondary Items 1 & 1B
Reynolds Asphalt	Primary Items 1 & 1B	Secondary Items 2, 2B, 3 & 3B

NOTE:

Public Works requested that this bid be awarded in a primary and secondary status due to occasional product shortages, plant closings, and the urgency of having this product on the job site at a specific time.

20-008 ASPHALT

ATTACHMENT A - PROPOSAL PRICING SHEET

ITEM	ANNUAL QUANTITY	DESCRIPTION	Reynolds Asphalt	Austin Bridge & Road	Texas Bit	
			PER TON	PER TON	PER TON	
Type "B" Fine graded base course 340.4						
1	400	PICK UP ONLY	\$ 56.00	\$ 56.75	\$ 68.00	\$ 63.00 <i>Alternate Bid - Type "B" Fine graded base course 340.4 with RAP</i>
1B		DELIVERED ONLY	\$ 63.63	\$ 63.75	\$ 74.00	\$ 69.00 <i>Alternate Bid - Type "B" Fine graded base course 340.4 with RAP</i>
Type "D" Fine graded surface course 340.4 with an exception to bin #3 -no rocks larger than 3/8"						
2	1500	PICK UP ONLY	\$ 61.00	\$ 59.75	\$ 71.00	\$ 67.00 <i>Alternate Bid -Type "D" Fine graded surface course 340.4 with RAP with an exception to</i>
2B		DELIVERED ONLY	\$ 68.63	\$ 66.75	\$ 77.00	\$ 75.00 <i>Alternate Bid -Type "D" Fine graded surface course 340.4 with RAP with an exception to</i>
Type "D" Fine graded surface course 340.4 with an exception to bin #3 -no rocks larger than 3/8"						
3	100	PICK UP ONLY	\$ 61.00	\$ 59.75	\$ 75.00	
3B		DELIVERED ONLY	\$ 68.63	\$ 66.75	\$ 81.00	
Miles from plant to intersection of PGBT			9.5	10.2	9	
State policy for ordering binder			24 hour notice	N/A		
Capacity of trucks			12 Tons	13 tons	22 tons	

Secondary Vendor All Items

Primary Vendor All Items



Agenda Memo
File Number: 4736

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: April 21, 2020

DATE: April 9, 2020

TO: Erin Rinehart, City Manager

FROM: Tom Hammons, P.E., Interim Director of Engineering
Marc Guy, Assistant City Manager

Consider Authorizing The City Manager To Approve A Contract With 3D Paving And Contracting, LLC For The Woodlake No. 3 Alley Replacements Project In An Amount Not To Exceed \$1,175,100.00.

BACKGROUND:

This contract will provide for the reconstruction of ten (10) alleys in the Woodlake No. 3 Subdivision. The project will include replacing approximately 9,100 linear feet of existing alley pavement.

The project involves the removal and replacement of existing pavement. Therefore, environmental impacts should be minimal. No trees should be removed, and no wildlife will be affected by the construction.

The duration of construction is 240 calendar days. Construction will be performed such that all of the alleys will not be under construction at one time. Project signs will be placed at the entrances to the subdivision while it is under construction. The project has been placed on the monthly Construction Update and is included on the City’s website. All residents will be notified in writing prior to the start of construction. Additional handouts will be distributed as required during the course of the project.

FINANCIAL IMPLICATIONS:

Eleven (11) bids were received on April 1, 2020. The low bid, in the amount of \$1,175,100.00, was submitted by 3D Paving and Contracting, LLC. The engineer’s estimate for the project was \$1,200,000.00. 3D has performed numerous projects in Carrollton, most recently the Hebron-Josey Intersection Improvements and Belaire Heights NOTICE Street Replacements. Funding is available in the Streets Consolidation Fund.

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:

Sustaining quality of life - Improvements in the subdivision should improve the appearance of the neighborhood and encourage residents to provide better upkeep of their properties;

Sustaining day-to-day operations - The replacement of substandard alley pavement should reduce the need for non-scheduled or emergency repairs.

STAFF RECOMMENDATION/ACTION DESIRED:

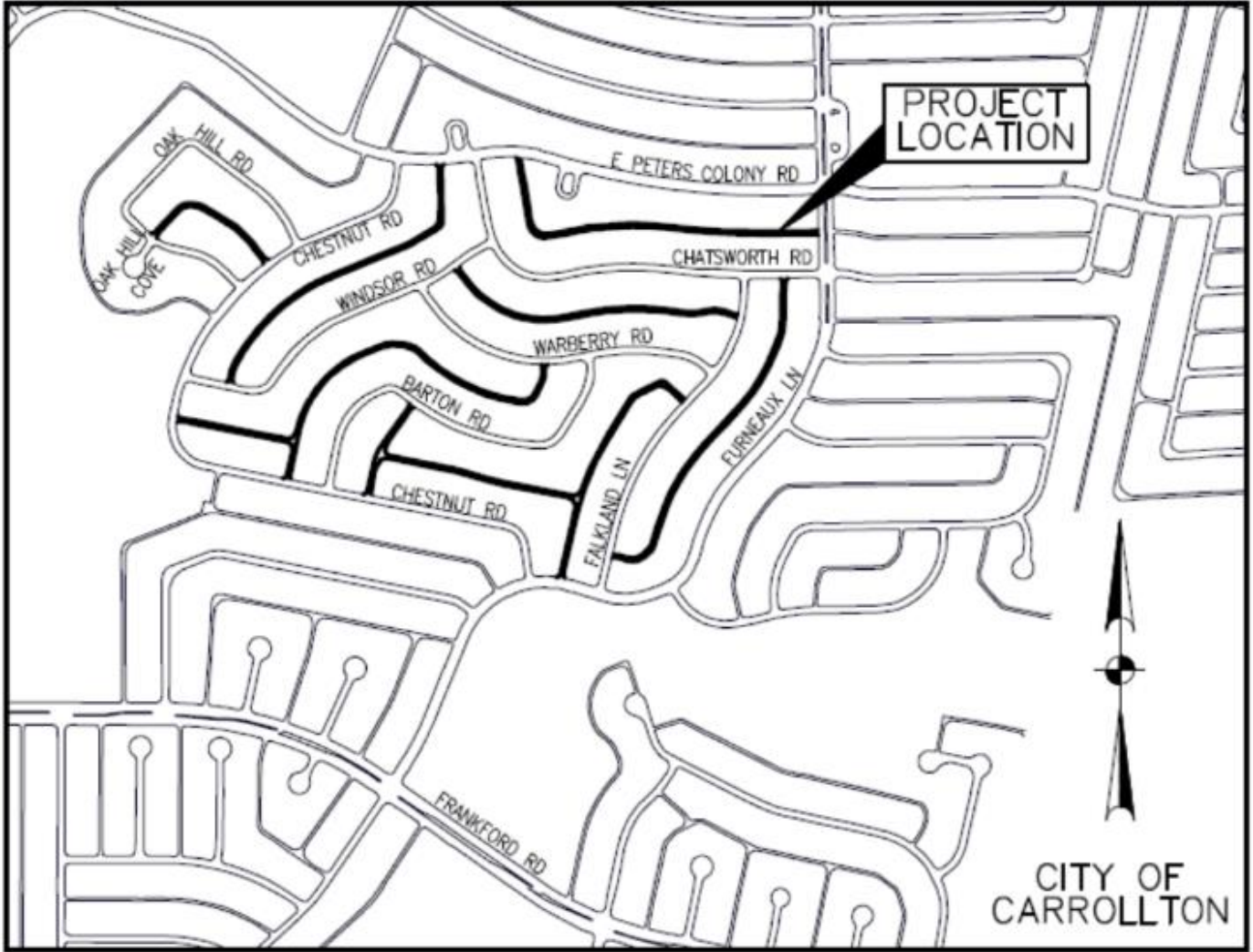
Staff recommends City Council authorize the City Manager to enter into a construction contract with 3D Paving and Contracting, LLC for the Woodlake No. 3 Alley Replacements Project, in an amount not to exceed \$1,175,100.00.

BIDDERS LIST

PROJECT: Woodlake #3 Alley Replacements DATE: April 1, 2020
DAYS/COMPLETE: 240 ESTIMATED COST: \$1,200,000.00

CONTRACTOR	BID AMOUNT
3D Paving & Contracting, LLC	\$1,175,100.00
KIK Construction	\$1,309,150.00
New World Contracting, LLC	\$1,444,112.00
Estrada Concrete Company, LLC	\$1,460,100.00
HQS Construction	\$1,504,492.50
Crossland Heavy Contractors	\$1,599,490.00
2L Construction	\$1,601,600.00
AXIS Contracting, Inc.	\$1,719,190.00
AMX Construction	\$1,728,850.00
Joe Funk Construction, Inc.	\$2,086,747.00
FNH Construction, LLC	\$2,101,000.00

LOCATION MAP



**WOODLAKE NO. 3 ALLEY REPLACEMENTS
ENGINEERING DEPARTMENT**



Agenda Memo File Number: 4738

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *15.

CC MEETING: April 21, 2020

DATE: April 13, 2020

TO: Erin Rinehart, City Manager

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

Consider Authorizing City Manager To Execute An Amendment To A Contract With Orion Management Solutions For Management Of Indian Creek Golf Course In An Amount Not To Exceed \$316,644.00 For A Total Contract Amount Not To Exceed \$476,644.00.

BACKGROUND:

Indian Creek Golf Club (ICGC) is a 36-hole municipal golf course that has been operated by a golf management company, Orion Management Solutions since January 2017. The contract is a shared revenue model, in which the contractor manages all operations of golf and both the City and contractor receive a percentage of total revenue. This allows for both the City and contractor to share in the risk and reward.

As part of the 2018 bond election, funds were approved to enhance the Lakes Course at ICGC. This construction project entailed closing one 18-hole course for an extended period of time. Due to the planned closure staff proposed we enter into a new contract with Orion Management Solutions. The new contract, that was approved on the December 5, 2018 Council meeting and took into consideration the loss of revenue from the planned closure of the Lakes Course. The city moved to a management fee structure until March 2020. This contract would have returned to a revenue share model beginning in April 2020. By making these adjustments the city would pay all the expenses and collect all the revenue of the golf operations. This decision was made due to reduced revenue from green fees, tournaments, merchandise and food and beverage sales.

Since ICGC is closed, due to the Coronavirus, staff is proposing to extend the management fee structure agreement for two additional months. This would put in place the original revenue share agreement effective June 1, 2020.

The City has made a great investment into ICGC and the community has been very excited about the

upgrades to the Lakes Course as well as the playability of the Creek Course. Even in a very slow month of February, having both courses open exceeded revenue projections by over \$15,000.00. Orion has continued to be a good contractor and has made noticeable reductions in expenses while the facility is not collecting any revenue. The golf maintenance staff is still working to maintain the property, similar to what we are doing in the Parks Department.

There is an expense to maintaining the property and moving all the tournaments that were scheduled to later this summer and in the fall.

FINANCIAL IMPLICATIONS:

City staff budgeted a loss for 2019 and 2020 due to the planned closure of the Lakes Course. Clearly no one anticipated this additional closure and a need for two more months of city funding. This amendment would transition back to a revenue share model in June 2020. The goal of the revenue share model is for the operator/contractor to generate sufficient funds to sustain the golf operations, overhead and bond payment in the future with little to no subsidy from the general fund. A large number of tournaments have rebooked for play later this year, so we are hopeful additional budget amendments are coming to an end.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the City Council authorize the City Manager to negotiate and amend the contract with Orion Management Solutions for all golf operations at ICGC in an amount not to exceed \$316,644.00 for a total contract amount not to exceed \$476,644.00. There is a 10% contingency built into this proposal.



Agenda Memo
File Number: 4752

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *16.

CC MEETING: April 21, 2020

DATE: April 15, 2020

TO: Erin Rinehart, City Manager

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

Consider Authorizing The City Manager To Approve A Contract With Pro Track And Tennis, Inc, Through BuyBoard For Oak Creek Tennis Center Resurfacing In An Amount Not To Exceed \$72,006.00.

BACKGROUND:

Council approved funding for a post tension slab overlay at the Oak Creek Tennis Center during the FY20 budget meetings. The contractor is currently framing and pouring the slabs. The next step is to resurface and paint those 4 courts as well as the other 8 courts. This includes new surface paint and line striping and a new addition of Jr court lines. This is the last step in completing the project approved by Council for the Oak Creek Tennis Center during the FY20 budget.

FINANCIAL IMPLICATIONS:

Project proposals were obtained from three companies. Pro Track and Tennis, Inc is listed on the BuyBoard cooperative vendor list and satisfies purchasing regulations. The total amount requested includes a 10% contingency.

<u>ACCTG UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
854360	Oak Creek Tennis Center Overlay	\$72,006.00

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will align with Council goals and objectives by operating the city government as a customer service business and promoting and reflecting a positive image of our community.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the approval of funds in an amount not to exceed \$72,006.00 to Pro Track and Tennis, Inc for work on the Oak Creek Tennis Center post tension slab overlay project.



Agenda Memo
File Number: 4745

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: *17.

CC MEETING: April 21, 2020

DATE: April 14,2020

TO: Erin Rinehart, City Manager

FROM: Robert B. Scott, Assistant City Manager and Chief Financial Officer

Consider All Matters Incident And Related To The Issuance Of “City Of Carrollton, Texas, General Obligation Bonds, Series 2020”; Levying a Continuing Direct Annual Ad Valorem Tax For The Payment Of Said Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Said Bonds; Establishing Procedures For The Sale And Delivery Of The Bonds; And Delegating Matters Relating To The Bonds; And Delegating Matters Relating To The Sale And Issuance Of The Bonds To Authorized City Representatives.

BACKGROUND:

The City plans to price via negotiated sale approximately \$24,253,440, including premium, of the Series 2020 General Obligation Bonds during the week of May 11 through May 15, 2020. The new improvement bonds are being issued to provide funds for street and traffic improvements in the amount of \$21,200,00; park improvements in the amount of \$2,450,00; and public safety facilities in the amount of \$350,000 and to pay estimated costs of issuance and underwriter’s discount of \$253,440.

FINANCIAL IMPLICATIONS:

The Bonds are tax-supported debt. All costs of issuance will be paid from the proceeds from the issuance of the bonds. Bonds will be subject to arbitrage law. Issuance of the Series 2020 G.O. bonds will assist the City in the continuation of the capital improvement program.

STAFF RECOMMENDATION/ACTION DESIRED:

Consider all matters incident and related to the issuance and sale of “City of Carrollton, Texas, General Obligation Bonds, Series 2020”, including the adoption of an ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized representative of the City.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE ISSUANCE OF “CITY OF CARROLLTON, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2020”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF THE BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AUTHORIZED CITY REPRESENTATIVES.

WHEREAS, the City Council of the City of Carrollton, Texas (the “City”), hereby finds and determines that general obligation bonds approved and authorized to be issued at an election held on May 5, 2018 should be authorized to be issued at this time; a summary of the general obligation bonds authorized at said election, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this ordinance and amounts remaining to be issued subsequent hereto shall be as follows (or as provided in the Pricing Certificate hereinafter referenced):

<u>Election Date</u>	<u>Purpose</u>	<u>Amount Authorized (\$)</u>	<u>Amounts Previously Applied (\$)</u>	<u>Amount Being Applied (\$)</u>	<u>Unissued Balance (\$)</u>
5-5-2018	Street Improvements/Traffic Flow	78,010,000	12,980,000	*	*
5-5-2018	Public Safety Facilities	6,250,000	0	*	*
5-5-2018	Parks & Recreation Facilities	22,420,000	9,020,000	*	*

* amounts to be provided in the Pricing Certificate

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to authorize the issuance of the Bonds in one or more series and the terms of such bonds to be included in one or more pricing certificates (each a “Pricing Certificate”) to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Texas Government Code, Chapter 1371, as amended;

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

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation bonds of the City shall be and are hereby authorized to be issued in one or more series in the aggregate principal amount set forth in the Pricing Certificate to be designated and bear the title “CITY OF CARROLLTON, TEXAS GENERAL OBLIGATION BONDS, SERIES 2020”, or such other designation as specified in the Pricing Certificate (herein referred to as the “Bonds”), for the purposes of providing funds (1) for permanent public improvements and public purposes, to wit: (a) designing, acquiring, constructing, maintaining, renovating, improving,

repairing, extending, expanding, and enhancing streets, including thoroughfares, alleys, sidewalks, bridges, intersections, screening walls, and other public ways, participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, necessary or incidental utility relocation, and drainage improvements in connection with the foregoing and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor, (b) acquiring, constructing, improving, expanding, and equipping public safety facilities, including any needed land and rights-of-way therefor and (c) renovating, constructing, developing, improving, expanding, furnishing, equipping park and recreational facilities and acquiring any needed land and rights-of-way for park improvements (or as otherwise provided in the Pricing Certificate) and (2) to pay the costs and expenses of issuance, all as provided in the Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1331 and 1371, as amended.

SECTION 2: Bond Date - Fully Registered Obligations - Terms. The Bonds shall be dated (the “Bond Date”) as provided in the Pricing Certificate. The Bonds shall be issued as fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Texas Government Code, Chapter 1371, as amended, the Chief Financial Officer or City Treasurer (either, a “Pricing Officer”) is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining whether the Bonds shall be issued in one or more series, determining the aggregate principal amount of each series of Bonds, the aggregate principal amount to be issued from each proposition, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of a paying agent/registrar, the terms of any bond insurance applicable to the Bonds, the designation of one or more funds for the payment of the Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the continuing disclosure undertaking contained in Section 29 hereof as may be

required by the purchasers of the Bonds in connection with any amendments to the Rule (as hereinafter defined), all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$25,000,000;
- (ii) the true interest cost rate for the Bonds shall not exceed 4.75%; and
- (iii) the maximum maturity date for the Bonds shall not exceed August 15, 2040.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

(b) The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period. Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices provided in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest due on the Bonds shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to

be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under the City's seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount of the Bonds with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and

delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bonds.

REGISTERED
NO. R- _____

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CARROLLTON
GENERAL OBLIGATION BOND,
SERIES 2020

Bond Date:

Interest Rate:
_____ %

Stated Maturity:

CUSIP No.:

Registered Owner:

Principal Amount:

DOLLARS

The City of Carrollton (hereinafter referred to as the “City”), a body corporate and political subdivision in the Counties of Dallas, Denton and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the “Registration Date” of this Bond appearing below (unless this Bond bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ in each year, commencing _____, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date”, which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the “Bonds”) for the purposes of providing funds (1) for permanent public improvements and public purposes, to wit: (a) designing, acquiring, constructing, maintaining, renovating, improving, repairing, extending, expanding, and enhancing streets, including thoroughfares, alleys, sidewalks, bridges, intersections, screening walls, and other public ways, participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, necessary or incidental utility relocation, and drainage improvements in connection with the foregoing and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor, (b) acquiring, constructing, improving, expanding, and equipping public safety facilities, including any needed land and rights-of-way therefor and (c) renovating, constructing, developing, improving, expanding, furnishing, equipping park and

recreational facilities and acquiring any needed land and rights-of-way for park improvements, and (2) to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1331 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).

[The Bonds maturing on the dates hereinafter identified (the “Term Bonds”) are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due <u>Redemption Date</u>	<u>Principal Amount</u>	Term Bonds due <u>Redemption Date</u>	<u>Principal Amount</u>
--	-------------------------	--	-------------------------

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the

Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record

date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF CARROLLTON, TEXAS

COUNTERSIGNED:

Kevin W. Falconer, Mayor

Laurie Wilson, City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(
(
(REGISTER NO. _____
(

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____)
_____) the within Bond and all rights thereunder, and hereby
irrevocably constitutes and appoints _____

attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Bond in every particular.

(f) The Initial Bonds shall be in the form set forth therefor in Subsection (b) of this
Section, except a single Initial Bond shall be modified as follows:

Heading and paragraph one shall be amended to read as follows:

NO. T-1 \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CARROLLTON
GENERAL OBLIGATION BOND,
SERIES 2020

Bond Date: _____

Registered Owner:

Principal Amount:

The City of Carrollton (hereinafter referred to as the "City"), a body corporate and political
subdivision in the Counties of Dallas, Denton and Collin, State of Texas, for value received,
acknowledges itself indebted to and hereby promises to pay to the registered owner named above,
or the registered assigns thereof, the Principal Amount hereinabove stated on
_____ in the years and in principal installments in accordance with the following
schedule:

Stated Maturity	Principal Installment (\$)	Interest Rate (%)
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(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, sufficient to pay the Debt Service Requirements of the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited to the credit of a "Special 2020 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to the payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer and City Secretary of the City, individually or jointly, are hereby authorized and directed

to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest, if any, received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated – Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust

by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified in the Pricing Certificate, the term “Government Securities”, as used herein, means (a) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which

have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 29 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or

improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the

City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States from an appropriate fund, or if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Chief Financial Officer, City Treasurer, and City Secretary of the City, individually or jointly, to make elections permitted or required pursuant to the provisions

of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

SECTION 15: Sale of Bonds – Official Statement. The Bonds authorized by this Ordinance may be sold by the City to the purchaser(s) (herein referred to as the “Purchasers”) in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this City Council and to make a determination as to whether the terms are in the City’s best interests, which determination shall be final.

With regard to such terms and provisions of said Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City’s Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers’ obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer shall be deemed to be approved by the City Council of the City and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bond(s), pending the investigation and approval of the Initial Bond(s) by the Attorney General of the State of Texas, and the registration of the Initial Bond(s) to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer, and City Secretary of the City, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchasers and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 17: Proceeds of Sale. The proceeds of sale of the Bonds, excluding the accrued interest, if any, received from the purchasers and amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a City depository, as provided in the Pricing Certificate. Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Pricing Officer. Any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 18: Notices to Holders-Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and

such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 20: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds.

SECTION 21: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 22: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 23: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Pricing Certificate, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance and the Pricing Certificate shall be and remain controlling as to the matters contained herein and therein.

SECTION 24: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 25: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 26: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number

shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 27: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 28: Incorporation of Findings and Determinations. The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29: Continuing Disclosure Undertaking. The Pricing Officer is hereby authorized to determine whether a continuing disclosure undertaking is required in connection with the issuance of the Bonds. To the extent it is determined that an undertaking under the Rule (defined below) is required, this Section 29 shall apply.

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) **Annual Reports.** The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve-month period and audited financial

statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not

make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof, an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 30: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 31: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Chief Financial Officer, City Treasurer and City Secretary, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Chief Financial Officer, City Treasurer, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Government Code, as amended.

SECTION 33: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028.

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PASSED AND ADOPTED, this April 21, 2020.

CITY OF CARROLLTON, TEXAS

Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, City Secretary

(City Seal)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Meredith A. Ladd, City Attorney

Robert Scott, Assistant City Manager

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2020 (this “Agreement”), by and between _____, a banking association duly organized and existing under the laws of the United States of America, or its successors (the “Bank”) and the City of Carrollton, Texas (the “Issuer”),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Carrollton, Texas General Obligation Bonds, Series 2020” (the “Securities”), dated May 15, 2020, such Securities scheduled to be delivered to the initial purchasers thereof on or about June 4, 2020; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the “Authorizing Document” (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in **Annex A** to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or

Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank’s general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security

Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

**ARTICLE SIX
MISCELLANEOUS PROVISIONS**

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early

termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____

Title: _____

Address: _____

Attest:

Title: _____

CITY OF CARROLLTON, TEXAS

By: _____
Pricing Officer

Address: 1945 E. Jackson Road
Carrollton, Texas 75006

ANNEX A



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 4754

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: *18.

CC MEETING: April 21, 2020

DATE: April 15, 2020

TO: Erin Rinehart, City Manager

FROM: Diana Vaughn, Finance Director; Bob Scott Assistant City Manager

Consider **An Ordinance Authorizing The City Manager To Amend The Operating And Capital Budget For The Fiscal Year October 1, 2019 Through September 30, 2020.**

BACKGROUND:

The City Council approved the Operating and Capital Budget for Fiscal Year 2020 on September 17, 2019 which includes funds and related budget supporting Indian Creek Golf Course (ICGC). In 2018 staff proposed that the City consider entering a new contract, however after consideration by council, in December 2018 the city moved to a management fee structure which continued through March 2020. The contract was scheduled to return to the revenue share model beginning in April 2020. Since ICGC is closed, due to the Coronavirus, staff is proposing to extend the management fee structure agreement for two additional months.

Since the budget adoption, the City has experienced a national health emergency as a result of the spread of the Coronavirus, which has including shutting down city facilities, including ICGC. In order to maintain the City's capital investment in the golf course and fund the management contract, the City would need to amend the current Operating and Capital Budget for Fiscal Year 2020 by \$316,644.00

FINANCIAL IMPLICATIONS:

Amend the Fiscal Year 2020 Operating and Capital Budget as follows:

In the General Fund, decrease the budgeted contingency funds by \$316,644.00 with a non-recurring transfer to the Golf Course Operating Fund.

In the Golf Course Operating Fund, increase non-recurring "one-time" sources of funds by \$316,644 to account for the transfer from the General Fund contingencies.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff desires the City Council to pass the attached ordinance authorizing an amendment to the Fiscal Year 2020 Operating and Capital Budget.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AMENDING ORDINANCE NUMBER 3925, BEING THE OPERATING AND CAPITAL BUDGET FOR THE CITY OF CARROLLTON, TEXAS FOR THE FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020, FOR THE PURPOSE OF TRANSFERRING APPROPRIATIONS TO THE GOLF OPERATING FUND

WHEREAS, the City Council passed and approved Ordinance Number 3925 dated September 17, 2019, adopting and approving an operating and capital budget for the City of Carrollton, Texas, authorizing appropriations for the fiscal year October 1, 2019 through September 30, 2020

WHEREAS, unforeseen conditions occurred that could not be predicted and included in the original budget

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

SECTION 1

The City Council hereby adopts and approves an amendment to Ordinance No. 3925, being the Operating and Capital Budget for the City of Carrollton, Texas for the fiscal year beginning October 1, 2019 through September 30, 2020, making the following changes.

1. Decrease the General Fund contingencies by \$316,644.00 with a non-recurring transfer to the Golf Course Operating Fund.
2. Increase the Golf Course Operating Fund with a non-recurring, one-time transfer of \$316,644 from the General Fund contingencies.

SECTION 2

This Ordinance shall become effective on and after its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas, this 21st day of April 2020.

CITY OF CARROLLTON, TEXAS

Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney

APPROVED AS TO CONTENT:

Bob Scott, Assistant City Manager



Agenda Memo File Number: 4737

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *19.

CC MEETING: April 21, 2020

DATE: April 13, 2020

TO: Erin Rinehart, City Manager

FROM: Tom Hammons, P.E., Interim Director of Engineering

Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Contract With Birkhoff, Hendricks, & Carter, LLP For Engineering Services To Update The City's Water And Wastewater Master Plans In An Amount Not To Exceed \$368,520.00.

BACKGROUND:

In 2001 a water distribution master plan was created to model and identify deficiencies and areas of improvement for the City's water distribution system. The plan had a community build-out time horizon of 2010. The elements and recommendations of the plan have been implemented to ensure that the City's water infrastructure has sufficiently kept up with the community's new development, redevelopment and water demand over the last twenty years.

The proposed water master plan update includes the water distribution system through the year 2030 and an update to the wastewater master plan. The project scope will also update the water and wastewater impact fee calculations to anticipate funding needs for the next 10-year capital improvement plan cycle and includes an update to the water utility emergency response plan. The duration of this effort is anticipated to be 8 months, with project completion in early 2021.

FINANCIAL IMPLICATIONS:

Birkhoff, Hendricks, & Carter has completed master planning studies throughout the DFW region and has extensive experience with the Carrollton water and wastewater systems. Engineering services for this project will be completed within the project budget of \$368,520.00. Funding for this project is available in the Utility Consolidated Fund.

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:

Projecting and anticipating community water and wastewater infrastructure needs through 2030;

Identifying areas where system efficiencies and capacities can be improved to ensure sufficient future water and wastewater service to the community and align those improvements with the City's capital improvements planning process;

Revising impact fee calculations to ensure that funding needs are met for the anticipated system updates and improvements; and

Update the citywide water emergency response plan to protect the City's water utility infrastructure from threats and natural hazards.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approve a resolution authorizing the City Manager to negotiate and execute a contract for professional engineering services with Birkhoff, Hendricks, & Carter, LLP, to update the City's water and wastewater master plans in an amount not to exceed \$368,520.00.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SERVICES CONTRACT WITH BIRKHOFF, HENDRICKS, & CARTER, L.L.P. CONSULTING ENGINEERS, FOR ENGINEERING SERVICES; 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 services contracts with Birkhoff, Hendricks, & Carter, L.L.P. for engineering services in an amount not to exceed \$368,520.00.

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 21st day of April, 2020.

CITY OF CARROLLTON, TEXAS

By: _____
Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, City Secretary

Approved as to form:

Approved as to content:

Meredith A. Ladd, City Attorney

Tom Hammons, P.E.,
Interim Director of Engineering



Agenda Memo
File Number: 4744

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *20.

CC MEETING: April 21, 2020

DATE: April 13, 2020

TO: Erin Rinehart, City Manager

FROM: Rex Redden, Executive Director of Public Safety

Consider A **Resolution Authorizing The City Manager To Execute An Addendum To The Consolidated Public Safety Communications And Dispatch Operations Agreement Transferring Ownership And Operation Of The Joint P25 Public Safety Communications System to NTECC.**

BACKGROUND:

In 2013, the cities of Carrollton, Farmers Branch, Coppell and the Town of Addison entered into the Metrocrest Quad Cities Radio System Interlocal Agreement. This agreement required all cities to jointly approve and share in the costs associated with the digital trunked radio system.

In 2014, the four cities entered into the Metrocrest Quad Cities Local Government Corporation, which established the North Texas Emergency Communications Center, Inc. (NTECC). The purpose of NTECC was to assist on behalf of the cities with the operation of a Public Safety and Communications Center.

The four cities entered into a Consolidated Public Safety Communications and Dispatch Operations Agreement, which allowed all cities to share in the costs related to operations.

NTECC is the primary user and manages the system and its shared components. The current operations agreement limits NTECC’s ability to make immediate decisions on future upgrades and requests under the current Harris Agreements.

This proposed resolution authorizes the City Manager to execute an addendum to the Consolidated Public Safety Communications and Dispatch Operations Agreement and transfers ownership and operation of the Joint P25 Public Safety Communications System to NTECC.

FINANCIAL IMPLICATIONS:

There are no financial impacts to the City of Carrollton other than transferring payments to NTECC

instead of the City of Farmers Branch.

IMPACT ON COMMUNITY SUSTAINABILITY:

This transfer of ownership will allow NTECC to make immediate decisions and upgrades to the radio system, resulting in system efficiencies.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to execute an addendum to the Consolidated Public Safety Communications and Dispatch Operations Agreement, transferring ownership and operation of the joint P25 Public Safety Communications System to NTECC.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING AN ADDENDUM TO THE CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT WITH THE TOWN OF ADDISON, CITY OF COPPELL, CITY OF FARMERS BRANCH, AND NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. (“NTECC”) TRANSFERRING OWNERSHIP AND OPERATION OF THE JOINT P25 PUBLIC SAFETY COMMUNICATIONS SYSTEM TO NTECC; AUTHORIZING EXECUTION OF THE ADDENDUM BY THE CITY MANAGER; AUTHORIZING ADDITIONAL ACTS TO CARRY OUT THE CITY’S OBLIGATIONS UNDER THE ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, effective June 26, 2013, the City of Carrollton (“Carrollton”), Town of Addison (“Addison”), City of Coppel (“Coppel”) and the City of Farmers Branch (“Farmers Branch”)(collectively, “the Cities”) entered into that certain *Metrocrest Quad Cities Radio System Interlocal Agreement* (“the Radio System Agreement”) for the purpose of establishing the terms and conditions by which the Cities would jointly establish specifications, seek proposals, and contract for the purchase, installation and maintenance a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards (defined as “the System” in the Radio System Agreement); and

WHEREAS, the Radio System Agreement sets forth the Cities’ agreement regarding the on-going operation, maintenance, and management of the System as well as the manner in which costs for operating, maintaining, and managing the System are to be shared among the Cities; and

WHEREAS, pursuant to the Radio System Agreement, effective June 27, 2013, Farmers Branch, as representative of the Cities, entered into the following agreements with Harris Corporation (“Harris”) for the purchase, installation, and maintenance of the System: (a) *System Purchase Agreement* (the “SPA”); (b) *Software License Agreement* (the “SLA”); (c) *Software FX Agreement* (“the SFxA”); and (d) *System Maintenance Agreement* (“the SMA”) (collectively, the SPA, SLA, SFxA, and the SMA, along with the various change orders and amendments to the SPA being referred to herein as the “Harris Agreements”); and

WHEREAS, pursuant to Article VI of Radio System Agreement and that certain *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* effective January 27, 2014 (“the LGC Creation Agreement”), the Cities established the North Texas Emergency Communications Center, Inc. (“NTECC”) for the purpose of assisting and acting on behalf of the Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of a public safety dispatch and communications center (the “Communications Center”) on behalf and for the Cities and their respective Police, Fire/EMS, and public works departments; and

WHEREAS, pursuant to Article III of the LGC Creation Agreement, the Cities and NTECC entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* (“the Operations Agreement”) effective December 19, 2014, setting forth the agreement of the Cities and NTECC relating to the operation of the Communications Center by NTECC for and on behalf of the Cities, the agreement of the Cities to pay the cost relating to operation of the Communications Center, and agreement among the Cities on how such costs shall be shared; and

WHEREAS, Section 4.03 of the Operations Agreement contemplates the possibility of the Harris Agreements being assigned by Farmers Branch to NTECC, along with ownership of the Shared Components (as defined in the Radio System Agreement) of the System, being conveyed to NTECC by the Cities; and

WHEREAS, NTECC, as the primary user of the Shared Components of the System, is effectively managing the System for the Cities as part of NTECC’s obligations under the Operations Agreement, but is hampered in its ability to make immediate decisions and requests under the Harris Agreements because NTECC is not a party to the Harris Agreements as well as make decisions and enter agreements regarding future upgrades to the System; and

WHEREAS, to provide for efficient operation of the System and the Communications Center by NTECC, the City Council of the City of Carrollton, Texas, finds it to be in the public interest that (i) the Harris Agreements be assigned to NTECC, (ii) the Cities’ ownership interest in the Shared Components of the System be conveyed to NTECC.

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 a part hereof for all purposes.

SECTION 2.

The City Manager is hereby authorized to sign on behalf of the City the *Addendum to Consolidated Public Safety Communications and Dispatch Operations Agreement (Radio System Transfer)* with Addison, Carrollton, Coppel, and NTECC, containing substantially the terms and provisions attached hereto as Exhibit “A” and incorporated herein by reference and to take such steps that are reasonable and necessary to comply with the intent of this Resolution and said addendum.

SECTION 3.

This Resolution shall become effective immediately upon approval.

DULY PASSED and approved by the City Council of the City of Carrollton, Texas, on this the 21 day of April 2020.

CITY OF CARROLLTON, TEXAS

Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney

APPROVED AS TO CONTENT

Rex Redden,
Executive Director of Public Safety

**ADDENDUM TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND
DISPATCH OPERATIONS AGREEMENT
(RADIO SYSTEM TRANSFER)**

This **ADDENDUM TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT (RADIO SYSTEM TRANSFER)** ("Addendum") is entered as of the Effective Date by and among the **TOWN OF ADDISON, TEXAS**, ("Addison"), the **CITY OF CARROLLTON, TEXAS** ("Carrollton"), the **CITY OF COPPELL, TEXAS** ("Coppell") and the **CITY OF FARMERS BRANCH, TEXAS**, ("Farmers Branch"), all of whom are Texas home rule municipalities operating under the authority of their respective governing bodies (Addison, Carrollton, Coppell, and Farmers Branch, are hereinafter sometimes referred to collectively as "the Cities" or individually as a "City") and the **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** ("NTECC"), a Texas non-profit local government corporation established by the Cities pursuant to Chapter 431 of the Texas Transportation Code (the Cities and NTECC collectively hereafter referred to as "the Parties" and individually as "Party").

RECITALS

WHEREAS, effective June 26, 2013, the Cities entered into that certain *Metrocrest Quad Cities Radio System Interlocal Agreement* ("the Radio System Agreement") for the purpose of establishing the terms and conditions by which the Cities would jointly establish specifications, seek proposals, and contract for the purchase, installation and maintenance a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards (defined as "the System" in the Radio System Agreement); and

WHEREAS, the Radio System Agreement sets forth the Cities' agreement regarding the on-going operation, maintenance, and management of the System as well as the manner in which costs for operating, maintaining, and managing the System are to be shared among the Cities; and

WHEREAS, pursuant to the Radio System Agreement, effective June 27, 2013, Farmers Branch, as representative of the Cities, entered into the following agreements with Harris Corporation (now known as "L3Harris Technologies, Inc.") ("Harris") for the purchase, installation, and maintenance of the System: (a) *System Purchase Agreement* (the "SPA"); (b) *Software License Agreement* (the "SLA"); (c) *Software FX Agreement* ("the SFxA"); and (d) *System Maintenance Agreement* ("the SMA") (collectively, the SPA, SLA, SFxA, and the SMA, along with the change orders and amendments to the SPA listed in Exhibit "A", hereto, being referred to herein as the "Harris Agreements"); and

WHEREAS, pursuant to Article VI of Radio System Agreement and that certain *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* effective January 27, 2014 ("the LGC Creation Agreement"), the Cities authorized the establishment of NTECC for the purpose of assisting and acting on behalf of the Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of a public safety dispatch

and communications center (the “Communications Center”) on behalf and for the Cities and their respective Police, Fire/EMS, and public works departments; and

WHEREAS, pursuant to Article III of the LGC Creation Agreement, the Cities and NTECC entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* (“the Operations Agreement”) effective December 19, 2014, setting forth the agreement of the Parties relating to the operation of the Communications Center by NTECC for and on behalf of the Cities, the agreement of the Cities to pay the cost relating to operation of the Communications Center, and agreement among the Cities on how such costs shall be shared; and

WHEREAS, Section 4.03 of the Operations Agreement contemplates the possibility of the Harris Agreements being assigned by Farmers Branch to NTECC, along with ownership of the Shared Components (as defined in the Radio System Agreement) of the System, being conveyed to NTECC by the Cities; and

WHEREAS, NTECC, as the primary user of the Shared Components of the System, is effectively managing the System for the Cities as part of NTECC’s obligations under the Operations Agreement, but is hampered in its ability to make immediate decisions and requests under the Harris Agreements or decisions relating to future upgrades to the System because NTECC is not a party to the Harris Agreements; and

WHEREAS, the Parties desire that (i) the Harris Agreements be assigned to NTECC, (ii) ownership of the Cities’ ownership interest in the Shared Components of the System be conveyed to NTECC and continue to be used by NTECC for the benefit of the Cities pursuant to the Operations Agreement, and (iii) the Parties should enter into this Addendum setting forth the terms and conditions regarding such assignment and conveyance:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

Article I

Conveyance of System Shared Components to NTECC

1.1 Assignment of Harris Agreements: Farmers Branch hereby conveys and assigns all of its right, title, and interest in the Harris Agreements to NTECC. NTECC hereby accepts such conveyance and assignment and agrees to accept all benefits and assume all duties and obligations of Farmers Branch as set forth in the Harris Agreements. Addison, Carrollton, and Coppell hereby consent to the conveyance and assignment of the Harris Agreements to NTECC.

1.2 Conveyance of Title to Shared Components: The Cities hereby convey to NTECC all of their respective rights, title, and interests (i) in the Shared Components of the System described in Exhibit “B” hereto and (ii) to such other personal property as may constitute a Shared Component as defined in the Radio System Agreement which are not specifically identified on Exhibit “B”. NTECC agrees that the System shall continue to be used by NTECC

for the provision of Public Safety Communications Services (as defined in the Operations Agreement) on behalf of the Cities as set forth in the Operations Agreement. Conveyance of the Shared Components by the Cities to NTECC is on an "As-Is" basis with no warranty by the Cities; provided, however, the Cities hereby convey to NTECC any remaining interest in any manufacturers warranties that may remain in effect as of the Effective Date, to the extent such warranties are not set forth in the Harris Agreements assigned to NTECC pursuant to Section 1, above.

1.3 Disposition of Shared Components: From time to time as determined by the NTECC Board of Directors, NTECC may dispose of the Shared Components conveyed to NTECC by this Addendum during the normal course of maintaining, repairing, upgrading and/or replacing the System. In the event the disposition of any Shared Component involves the sale of the Shared Component as surplus property resulting in the receipt of sales proceeds by NTECC for such sale, after deducting any out-of-pocket costs incurred by NTECC in relation to the sale, any remaining sales proceeds shall be credited against any payment due from the Cities to NTECC pursuant to the Operations Agreement in the same ratio as each City's obligation for payment under Section 4.03 under the Operations Agreement.

1.4 Assignment of License Agreement for Addison Microwave Site: Addison hereby assigns to NTECC all of Addison's right, title, and interest in that certain *Rooftop Telecommunications License Agreement* effective October 1, 2003, by and between Addison and COP Spectrum Center, L.L.C. (formerly known as GPI Spectrum, L.L.C. and successor in interest to Spectrum Center Partners, L.P.), as amended by that certain *First Amendment to Rooftop Telecommunications License Agreement* effective October 1, 2008, that certain *Second Amendment to Rooftop Telecommunications License Agreement* effective November 13, 2013, and that certain *Third Amendment to Rooftop Telecommunications License Agreement* effective October 31, 2018 (collectively, the "Spectrum License Agreement"); provided, however, such assignment shall not be effective unless and until COP Spectrum Center, LLC consents to such assignment. NTECC agrees to assume all of Addison's rights, duties, and obligations pursuant to the Spectrum License Agreement as of the latter of the Effective Date of this Addendum or the date COP Spectrum Center, LLC consents to the assignment of the Spectrum License Agreement to NTECC. The license fee and other charges paid by NTECC to COP Spectrum Center, LLC, its successors and assigns pursuant to the Spectrum License Agreement, as amended from time to time, shall be reimbursed to NTECC by Addison as an additional costs added to Addison's share of NTECC's annual budget and paid pursuant to the Operations Agreement. Fees and other charges paid by NTECC relating to the Spectrum License Agreement shall not be allocated to Carrollton, Coppell and/or Farmers Branch as a Shared Cost pursuant to Section 4.03 of the Operations Agreement or Section 3.09 of the Radio System Agreement.

1.5 Payments for SMA: The Parties acknowledge that all payments required to be made prior to the Effective Date pursuant to Section 3.05 of the Radio System Agreement with respect to the SMA, including (i) the payments by Farmers Branch to Harris and (ii) the payments due from Addison, Carrollton and Coppell to Farmers Branch, have been made such that no additional payment will be due prior to October 1, 2020. In accordance with Section 4.03 of the Operations Agreement, the Parties reaffirm their agreement that amounts due from the Cities to Harris relating to the SMA after the Effective Date will be (i) paid by NTECC, (ii) included in

NTECC's Annual Expense Budget for the fiscal year beginning October 1, 2020, and for each fiscal year thereafter until the System Maintenance Agreement is terminated, and (ii) paid by the Cities as part of their respective shares of NTECC's Annual Expense Budget.

Article II
Radio System Operations

2.1 Cooperation Regarding Installation, etc.; Mutual Right of Entry. Each Party agrees to reasonably cooperate with NTECC, its employees, officers, agents, and contractors (including Harris) with respect to the installation, operation, and maintenance of the System and to take such actions that are reasonable and necessary to ensure that Harris is able to timely perform its obligations under the SPA and SMA. Each City hereby grants to NTECC, its employees, agents, and contractors (including Harris) the right to enter those portions of each City's property on which is located any component of the System for the purpose of securing the installation, repair, operation, and/or maintenance of the System. Each City further agrees to grant NTECC and Harris and their respective employees, agents, and/or subcontractors entry onto the City's property for the purpose of installing and, as long as the SMA is in effect, operating, repairing, and maintaining the System. Notwithstanding the foregoing, each City may enforce reasonable and necessary security measures with respect to access to the City's facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect the City's property or facilities, the health and safety of the City's employees, residents, citizens, and/or businesses, or to comply with applicable state and/or federal laws and/or regulations. In the event access to a City's particular facility or property requires an escort, the City on whose property the System component is located shall provide, at said City's sole cost, an employee or other authorized person for such escort within a reasonable time after the request for an escort is received. Nothing herein shall be construed as granting a City or NTECC any interest in real property owned by a City merely because a Shared Component of the System is located on or attached to the real property of one of the Cities.

2.2 Contractor Insurance. The Parties acknowledge that Section 12 of the SPA and Section 6.6 of the SMA set forth certain agreements with respect to the requirement of Harris to procure, and require its subcontractors to procure, insurance when performing work on a City's property which remain in full force and effect as of the Effective Date. With respect to any contractors engaged by NTECC to perform work with respect to the System on a City's property, prior to entry onto the City's property, NTECC shall require such contractor to comply with the following:

- A. NTECC's contractor shall obtain and at all times during the period in which the contractor is performing work on the City's property, keep in full force and effect:
- (1) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate for bodily injury and property damage, which coverage shall include, without limitation, contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Addendum) and products/completed operations (\$1,000,000 products/ completed operations aggregate). Coverage for

Exhibit "A" to Resolution No. _____

products/completed operations must be maintained for at least two (2) years after the work has been completed;

- (2) If not covered under the Commercial General Liability policy described in paragraph (1), above, auto liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage;
 - (3) Worker's Compensation at Statutory Limits, including Employer's Liability coverage at minimum limits of \$1,000,000 each occurrence/accident; \$1,000,000 by disease each occurrence, and \$1,000,000 by disease aggregate;
- B. All policies shall be issued by a company or companies authorized to do business in the State of Texas and with a Best rating of no less than A:VII. Coverage afforded shall apply as primary;
 - C. All policies shall provide not less than thirty (30) days advance notice of cancellation, nonrenewal, or a change in coverage limits below the required minimum amounts; provided, however, notice of cancellation based on non-payment shall be given within the maximum time allowed by law;
 - D. Except for the Workers Compensation and Employers' Liability Insurance, all policies shall be endorsed to name the NTECC and the City or Cities on whose property the work will be performed, as additional insureds;
 - E. All policies shall be endorsed to waive subrogation against NTECC and the City or Cities on whose property the work will be performed; and
 - F. Prior to entering onto the property where the work is to be performed, NTECC's contractor shall furnish the City or Cities on whose property the work will be performed with a Certificate of Insurance showing the required insurance coverage and endorsements have been purchased and are in effect. Such insurance shall be on a Per Occurrence and not a Claims-Made basis. NTECC's contractor shall maintain coverage for the duration of the work and for two years following the completion of this work. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

The Parties agree that each City, acting at its sole option and through its City Manager or designee, may modify or waive any and all requirements contained in this Section 2.2, such modification or waiver to be in writing only and signed by the City Manager or the City Manager's designee. Such modification or waiver may include or be limited to a reduction in the amount of coverage required above.

2.3 Indemnification: Unless different language is approved by NTECC's Executive Director and General Counsel and the City Manager(s) and City Attorney(s) of the City or Cities on

whose property the work will be conducted, NTECC shall require the contractor performing work on a City's property to agree with the following indemnification clause:

[Contractor] shall be responsible for and agrees to indemnify, hold harmless and defend the NTECC and [insert name(s) of the City or Cities where the work will be performed] and their respective governing bodies, boards, commissions, agencies, officers and employees (collectively "the Indemnified Parties") from and against all liability, losses, damages, harm, judgments, proceedings, suits, liens, penalties, fines, fees (including reasonable attorneys' fees), costs or expenses which the Indemnified Parties (or any of them) may sustain, incur or be required to pay by reason of third party claims, demands and/or causes of action for damages resulting from personal injuries, loss of life or damage to or destruction of tangible property, (collectively "Claims") resulting from, caused by, or relating to the willful misconduct or negligent acts or omissions, of [Contractor] or of any of [Contractor's] officers, agents, employees, or subcontractors, in performance of or otherwise in connection with this Agreement. However, [Contractor's] liability under this [clause/section/paragraph] shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnified Parties' proportionate share of the gross negligence, or conduct that would give rise to strict liability of any kind, that caused the Claim. Likewise, [Contractor's] liability for the Indemnified Parties' defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Indemnified Parties' proportionate share of the gross negligence or conduct that would give rise to strict liability of any kind, that caused the loss.

2.4 FCC Licenses; Frequency Assignment. Carrollton and Coppell agree that during the Term of this Addendum, the Parties shall be jointly authorized to use the FCC Licenses (as defined in the Radio System Agreement) for the purpose of communicating through the System without compensation to Carrollton or Coppell. The NTECC Executive Director, subject to the approval of the System Operations Committee (as described in Section 4.03.B. of the Radio System Agreement), which approval shall not be unreasonably withheld or delayed, shall allocate and assign to each City the frequency or frequencies that the City will use for transmitting and receiving radio communications with the respective City's police, fire, and such other departments of the respective Cities as may be determined by the System Operations Committee and the frequency to be used for inter-agency communications among the departments of the respective Cities using the System.

2.5 System Maintenance Administration. Upon the Effective Date, notwithstanding Section 4.02 of the Radio System Agreement, NTECC shall assume all duties and obligations for the management and administration of the maintenance and repair of the Shared Components of the System. At no time after the Effective Date shall any of the Cities, its officers, employees, agents, or contractors seek to access, repair, maintain, move, relocate, or remove any Shared Component of the System without the prior written consent of NTECC's Executive Director or designee. NTECC's Executive Director or designee shall provide reasonable and timely notice

to the Fire Chief and Police Chief of each City (or their respective designee) of any scheduled System maintenance or repair work that will result in an interruption of use of the System for Public Safety Communications. In the event of any unscheduled maintenance and/or repair of the System which NTECC finds must be performed in order to (i) avoid any interruption in use of or (ii) restore operation of, the System for Public Safety Communications, NTECC shall provide of such work to the Cities' Fire and Police Chiefs (or their respective designees) as soon as practicable after NTECC becomes aware of the need to conduct such maintenance or repair.

2.6 Governance Committees. The Parties agree as follows with respect to the System Executive Committee and System Operations Committee established pursuant to Section 4.03 of the Radio System Agreement:

- A. The System Executive Committee is hereby dissolved, and the authority, duties, and obligations of the System Executive Committee shall be assumed by the NTECC Board of Directors.
- B. Section 4.03.B. of the Radio System Agreement relating to the System Operations Committee shall be read as if "System Executive Committee" reads as "NTECC Board of Directors."

**Article III
Miscellaneous Provisions**

3.1 Relation to Operations Agreement. This Addendum shall constitute additional terms and conditions to the Operations Agreement. Except to the extent modified by this Addendum, the Operations Agreement remains in full force and effect, and the terms of the Operations Agreement shall be applicable and govern this Addendum as if fully set forth herein.

3.2 Effective Date. This Addendum shall become effective on May 1, 2020.

Signatures on Following Page

Town of Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

TOWN OF ADDISON

By: _____
Wesley Pierson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda McDonald, City Attorney

Exhibit “A” to Resolution No. _____

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

CITY OF CARROLLTON

By: _____
Erin Rinehart, City Manager

ATTEST:

Laurie Wilson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

Exhibit "A" to Resolution No. _____

City of Coppell Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

CITY OF COPPELL

By: _____
Michael Land, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" to Resolution No. _____

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

CITY OF FARMERS BRANCH

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

Exhibit "A" to Resolution No. _____

NTECC Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

**NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.**

By: _____
Terry Goswick, Executive Director

APPROVED AS TO FORM:

Kevin B. Laughlin, General Counsel

Exhibit "A" to Resolution No. _____

Consent to Assignment by L3Harris Technologies, Inc.

On the date indicated below, L3Harris Technologies, Inc. (successor by merger to Harris Corporation), does hereby consent to the assignment of the Harris Agreements, as defined in this Agreement, by Farmers Branch to NTECC in accordance with Section 1.1 of the Agreement.

SIGNED AND APPROVED this ____ day of _____, 2020.

L3HARRIS TECHNOLOGIES, INC.

By: _____

Christopher W. Chaffee, Director/Contracts
L3Harris Technologies, Inc.,
Communication Systems Segment

EXHIBIT A
LIST OF CHANGE ORDERS AND AMENDMENTS TO HARRIS AGREEMENTS

The following constitute the Amendments and Change Orders to the *System Purchase Agreement* dated June 27, 2013, between Harris Corporation and the City of Farmers Branch, Texas:

A. Amendments:

1. *First Amendment to the System Purchase Agreement* dated April 8, 2014
2. *Second Amendment to the System Purchase Agreement* dated March 16, 2015
3. *Third Amendment to the System Purchase Agreement* dated May 11, 2015
4. *Fourth Amendment to the System Purchase Agreement* dated March 14, 2018

B. Change Orders to System Purchase Agreement:

1. Change Order 1 dated October 23, 2013.
2. Change Order 2 dated February 18, 2014
3. Change Order 3 dated March 20, 2014
4. Change Order 4 dated March 20, 2014
5. Change Order 5 dated April 24, 2014
6. Change Order 6 dated May 8, 2014
7. Change Order 7 dated May 30, 2014
8. Change Order 8 dated June 11, 2014
9. Change Order 9 dated June 27, 2014
10. Change Order 10 dated April 21, 2015
11. Change Order 11 dated September 16, 2015

EXHIBIT B INVENTORY OF SHARED COMPONENTS

serial number	name	asset tag	manufacturer	model	location	description
16022781-38-A	HOFFMAN PENTAIR V203626g100	522	Hoffman	PENTAIR V203626g100	Wagon Wheel	OUTSIDE CAB7
523	CD Technologies UPS Battery TEL 12-125-BST	523	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
524	CD Technologies UPS Battery TEL 12-125-BST	524	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
525	CD Technologies UPS Battery TEL 12-125-BST	525	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
526	CD Technologies UPS Battery TEL 12-125-BST	526	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
0C1347A0063	ALCATEL 9500 MPT	527	ALCATEL	9500 MPT	Wagon Wheel	CAB7
0C1347A0064	ALCATEL 9500 MPT	528	ALCATEL	9500 MPT	Wagon Wheel	CAB7
10511640614	ALCATEL 9500 MPR CHASSIS	529	ALCATEL	9500 MPR CHASSIS	Wagon Wheel	CAB7
43604	VOIP ORDERWIRE-PK-216-DW	530	VOIP	ORDERWIRE D-PK-216DW	Wagon Wheel	CAB7
138485256273	WESTELL N250120 N L9	531	Westell	N250120 N L9	Wagon Wheel	CAB7
532	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	532	CD Technologies	SAGEON POWER PLANT CHASSIS	Wagon Wheel	CAB7
533	RFS AIR VALVE P/N 920204	533	RFS	AFU	Wagon Wheel	CAB7
534	RFS AIR VALVE P/N 920204	534	RFS	AIR VALVE P/N 920204	Wagon Wheel	CAB7
f0a1737x5uq	CISCO 2960 CATALYST SWITCH	535	Cisco	2960 CATALYST SWITCH	Wagon Wheel	CAB2
f0a1737x5u	CISCO 2960 CATALYST SWITCH	536	Cisco	2960 CATALYST SWITCH	Wagon Wheel	CAB2
CMMHF10A0A	CISCO 1921 ROUTER	537	Cisco	1921 ROUTER	Wagon Wheel	CAB2
538	SEP NS2-0000-08 AIR UNIT	538	SEP	NS2-0000-08 AIR UNIT	Wagon Wheel	CAB8
h418010011	EATON UPS 9170- CHASSIS	539	Eaton	UPS 9170- CHASSIS	Wagon Wheel	CAB5
542	HARRIS GPS BACK MOUNT BOARD	542	Harris	GPS BACK MOUNT BOARD	Wagon Wheel	CAB4
543	EATON UPS BYPASS SWITCH	543	Eaton	UPS BYPASS SWITCH	Wagon Wheel	CAB5
n134356078	ALCATEL 7705 SAR-8	544	ALCATEL	7705 SAR-8	Wagon Wheel	CAB4
f6a182kq3m	CISCO 3650 CATALYST SWITCH	545	Cisco	3650 CATALYST SWITCH	Wagon Wheel	CAB4
547	HARRIS MASTER V CHASSIS W/ 34 SLOTS	547	Harris	MASTER V CHASSIS W/ 34 SLOTS	Wagon Wheel	CAB4
f0a1737x5uq	CISCO 2960 CATALYST SWITCH	548	Cisco	2960 CATALYST SWITCH	Wagon Wheel	CAB4
550	HARRIS MASTER V FAN UNIT	550	Harris	MASTER V FAN UNIT	Wagon Wheel	CAB4
551	HARRIS POWER SUPPLY CHASSIS	551	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB4
552	HARRIS ANTENNA UNIT	552	Harris	ANTENNA	Wagon Wheel	CAB9
553	SEP NS2-0000-08 AIR UNIT	553	SEP	NS2-0000-08 AIR UNIT	Wagon Wheel	CAB3
554	dspectra Repair W Chassis DSCCRS-100 WITH 30 FREQUENCY UNITS	554	DS Spectra	DSCCRS-100	Wagon Wheel	CAB9
300070015	HARRIS NETWORKS CENTRY	555	Harris	NETWORKS CENTRY	Wagon Wheel	CAB2
556	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	556	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Wagon Wheel	CAB2
557	HARRIS MASTER V CHASSIS W/ 34 SLOTS	557	Harris	MASTER V CHASSIS W/ 34 SLOTS	Wagon Wheel	CAB2
558	HARRIS MASTER V CHASSIS W/ 34 SLOTS	558	Harris	MASTER V CHASSIS W/ 34 SLOTS	Wagon Wheel	CAB2
559	HARRIS POWER SUPPLY CHASSIS	559	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
560	HARRIS SECURE SYNC NETCLOCK	560	Harris	SECURE SYNC NETCLOCK	Wagon Wheel	CAB2
3888	HARRIS SECURE SYNC NETCLOCK	561	Harris	SECURE SYNC NETCLOCK	Wagon Wheel	CAB2
562	HARRIS POWER SUPPLY CHASSIS	562	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB4
563	HARRIS CROSSCONNECT PANEL CR22693	563	Harris	CROSSCONNECT PANEL CR22693	Wagon Wheel	CAB2
564	NS STANDARD CROSSCONNECT PANEL CM21874-0330	564	NS Standard	CROSSCONNECT PANEL CM21874-03	Wagon Wheel	CAB2
565	HARRIS POWER SUPPLY CHASSIS	565	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
566	HARRIS POWER SUPPLY CHASSIS	566	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
567	HARRIS POWER SUPPLY CHASSIS	567	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
568	HARRIS POWER SUPPLY CHASSIS	568	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
569	HARRIS POWER SUPPLY CHASSIS	569	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
570	HARRIS POWER SUPPLY CHASSIS	570	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
571	HARRIS POWER SUPPLY CHASSIS	571	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
16022697-37-A	HOFFMAN PENTAIR V203626g100	572	Hoffman	PENTAIR V203626g100	Wagon Wheel	OUTSIDE CAB8
8470282	GENERAC GENERATOR UNIT MODEL S0005G163	573	Generac	S0005G163	Wagon Wheel	OUTSIDE THE WATER TOWER
16022699-37-A	HOFFMAN PENTAIR V203626g100	574	Hoffman	PENTAIR V203626g100	Farmers Branch ch 1	OUTSIDE CAB7
16022688-37-a	HOFFMAN PENTAIR V203626g100	575	Hoffman	PENTAIR V203626g100	Farmers Branch 1	OUTSIDE CAB7
16121800082137	CD Technologies UPS Battery TEL 12-180F-BST	576	CD Technologies	TEL 12-180F-BST	Farmers Branch 1	CAB7
16121800082250	CD Technologies UPS Battery TEL 12-180F-BST	577	CD Technologies	TEL 12-180F-BST	Farmers Branch 1	CAB7
16121800082254	CD Technologies UPS Battery TEL 12-180F-BST	578	CD Technologies	TEL 12-180F-BST	Farmers Branch 1	CAB7
16121800082256	CD Technologies UPS Battery TEL 12-180F-BST	579	CD Technologies	TEL 12-180F-BST	Farmers Branch 1	CAB7
138406256848	WESTELL N250120 N L9	580	Westell	N250120 N L9	Farmers Branch 1	CAB6
581	RFS AIR VALVE P/N 920204	581	RFS	AIR VALVE P/N 920204	Farmers Branch 1	CAB6
582	ALCATEL 9500 MPR CHASSIS	582	ALCATEL	9500 MPR CHASSIS	Farmers Branch 1	CAB6
583	ALCATEL 9500 MPR CHASSIS	583	ALCATEL	9500 MPR CHASSIS	Farmers Branch 1	CAB6
43599	VOIP ORDERWIRE-PK-216-DW	584	VOIP	ORDERWIRE D-PK-216DW	Farmers Branch 1	CAB6
585	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	585	CD Technologies	SAGEON POWER PLANT CHASSIS	Farmers Branch 1	CAB6
586	RFS AIR PRESSURE UNIT	586	RFS	AFU	Farmers Branch 1	CAB6
587	ALCATEL 9500 MPT	587	ALCATEL	9500 MPT	Farmers Branch 1	CAB6
588	ALCATEL 9500 MPT	588	ALCATEL	9500 MPT	Farmers Branch 1	CAB6
589	HARRIS INTEROPERABILITY GATEWAY	589	Harris	INTEROPERABILITY GATEWAY	Farmers Branch 1	CAB5
8G12170003	EATON UPS 9170- CHASSIS ASY-0612	590	Eaton	UPS 9170- CHASSIS ASY-0612	Farmers Branch 1	CAB5
591	SEP NS2-0000-08 AIR UNIT	591	SEP	NS2-0000-08 AIR UNIT	Farmers Branch 1	CAB5
1560760145	MOTOROLA DC SITE AC RADIO UNIT 1515SUM7000B	592	Motorola	DC SITE AC RADIO UNIT 1515SUM7000	Farmers Branch 1	CAB5
593	dspectra AMPLIFIER H02031-003	593	DS Spectra	H02031-003	Farmers Branch 1	CAB5
594	dspectra AMPLIFIER H02031-003	594	DS Spectra	H02031-003	Farmers Branch 1	CAB5
595	dspectra AMPLIFIER H02031-003	595	DS Spectra	H02031-003	Farmers Branch 1	CAB5
h81810008	EATON UPS 9170- CHASSIS	596	Eaton	UPS 9170- CHASSIS	Farmers Branch 1	CAB4
f0a1737x5uq	CISCO 2960 CATALYST SWITCH	597	Cisco	2960 CATALYST SWITCH	Farmers Branch 1	CAB4
f0a1737x5u	CISCO 2960 CATALYST SWITCH	598	Cisco	2960 CATALYST SWITCH	Farmers Branch 1	CAB4
af0a17408428	CISCO 1921 ROUTER	599	Cisco	1921 ROUTER	Farmers Branch 1	CAB3
600	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	600	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Farmers Branch 1	CAB1
601	HARRIS SECURE SYNC NETCLOCK	601	Harris	SECURE SYNC NETCLOCK	Farmers Branch 1	CAB1
602	HARRIS SECURE SYNC NETCLOCK	602	Harris	SECURE SYNC NETCLOCK	Farmers Branch 1	CAB1
603	RECEIVE FILTER PANEL	603	unihawk	RECEIVE FILTER PANEL	Farmers Branch 1	CAB1
604	HARRIS NETWORKS CENTRY	604	Harris	NETWORKS CENTRY	Farmers Branch 1	CAB1
605	HARRIS MASTER V CHASSIS W/ 34 SLOTS	605	Harris	MASTER V CHASSIS W/ 34 SLOTS	Farmers Branch 1	CAB1
606	HARRIS MASTER V CHASSIS W/ 34 SLOTS	606	Harris	MASTER V CHASSIS W/ 34 SLOTS	Farmers Branch 1	CAB1
607	HARRIS POWER SUPPLY CHASSIS	607	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
608	HARRIS POWER SUPPLY CHASSIS	608	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
609	HARRIS POWER SUPPLY CHASSIS	609	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
610	HARRIS POWER SUPPLY CHASSIS	610	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
611	HARRIS POWER SUPPLY CHASSIS	611	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
612	HARRIS POWER SUPPLY CHASSIS	612	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
613	HARRIS POWER SUPPLY CHASSIS	613	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
614	HARRIS POWER SUPPLY CHASSIS	614	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
615	dspectra Repair W Chassis DSCCRS-100 WITH 30 FREQUENCY UNITS	615	DS Spectra	DSCCRS-100	Farmers Branch 1	CAB2
f0a1737x516	CISCO 2960 CATALYST SWITCH	616	Cisco	2960 CATALYST SWITCH	Farmers Branch 1	CAB3
617	HARRIS MASTER V FAN UNIT	617	Harris	MASTER V FAN UNIT	Farmers Branch 1	CAB3
618	HARRIS MASTER V CHASSIS W/ 34 SLOTS	618	Harris	MASTER V CHASSIS W/ 34 SLOTS	Farmers Branch 1	CAB3
619	HARRIS POWER SUPPLY CHASSIS	619	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB3
620	HARRIS POWER SUPPLY CHASSIS	620	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB3
n134861606	ALCATEL 7705 SAR-8 CHASSIS WITH 8 SLOTS	621	ALCATEL	7705 SAR-8 CHASSIS WITH 8 SLOTS	Farmers Branch 1	CAB3
622	NS STANDARD CROSSCONNECT PANEL CM21874-0330	622	NS Standard	CROSSCONNECT PANEL CM21874-03	Farmers Branch 1	CAB1
623	HARRIS CROSSCONNECT PANEL CR22693	623	Harris	CROSSCONNECT PANEL CR22693	Farmers Branch 1	CAB1
624	SEP NS2-0000-08 AIR UNIT	624	SEP	NS2-0000-08 AIR UNIT	Farmers Branch 1	CAB2
625	MOTOROLA DC SITE AC RADIO UNIT	625	Motorola	DC SITE AC RADIO UNIT	Farmers Branch 1	CAB2
626	HYTERA MD782 RADIO UNIT	626	Hytera	MD782 RADIO UNIT	Farmers Branch 1	CAB2
628	MOTOROLA MTR2000 STORM SIREN UNIT	628	Motorola	MTR2000 STORM SIREN UNIT	Farmers Branch 1	CAB2
629	HARRIS RADIO UNIT	629	Harris	RADIO UNIT	Farmers Branch 1	CAB2
630	HARRIS RADIO UNIT	630	Harris	RADIO UNIT	Farmers Branch 1	CAB2
8470262-631	GENERAC GENERATOR UNIT MODEL S0005G163	631	Generac	S0005G163	Farmers Branch 1	CAB2
632	CD Technologies UPS Battery TEL 12-125-BST	632	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
633	CD Technologies UPS Battery TEL 12-125-BST	633	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
634	CD Technologies UPS Battery TEL 12-125-BST	634	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
635	CD Technologies UPS Battery TEL 12-125-BST	635	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
16021252-38-a	HOFFMAN PENTAIR V203626g100	636	Hoffman	PENTAIR V203626g100	Farmers Branch 2	OUTSIDE CAB8
138406258841	WESTELL N250120 N L9	637	Westell	N250120 N L9	Farmers Branch 2	CAB8
0C1347A0063	ALCATEL 9500 MPT	638	ALCATEL	9500 MPT	Farmers Branch 2	CAB8
0C1347A0064	ALCATEL 9500 MPT	639	ALCATEL	9500 MPT	Farmers Branch 2	CAB8
10511640614	ALCATEL 9500 MPR CHASSIS	640	ALCATEL	9500 MPR CHASSIS	Farmers Branch 2	CAB8
641	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	641	CD Technologies	SAGEON POWER PLANT CHASSIS	Farmers Branch 2	CAB8
642	RFS AIR PRESSURE UNIT	642	RFS	AFU	Farmers Branch 2	CAB8
643	SPECTRACOM SECURE SYNC NETCLOCK	643	SpectraCom	NETCLOCK	Farmers Branch 2	CAB7
1jms2174102e	CISCO ASA 5505 FIREWALL	645	Cisco	ASA 5505 FIREWALL	Farmers Branch 2	CAB7

Exhibit "A" to Resolution No.

647	CISCO 2911 ROUTER	647	Cisco	2911 ROUTER	Farmers Branch 2	CAB7
fcb1744a8a	CS6629217/19-V08	648	Cisco	2921 ROUTER	Farmers Branch 2	CAB7
fcb17349ignk	CISCO 2300 POWER SYSTEM C3K-PWR-750WAC	649	Cisco	2300 POWER SYSTEM C3K-PWR-750W	Farmers Branch 2	CAB7
fcb2151v1tg	CISCO UCS C220 M4	650	Cisco	UCS C220 M4	Farmers Branch 2	CAB7
2323batacb89000217	TRIPPULITE KVM 8020-008-17	651	TrippLite	KVM 8020-008-17	Farmers Branch 2	CAB7
652	UNITRENDS RECOVERY-712	652	Un trends	RECOVERY-712	Farmers Branch 2	CAB7
3gb336e300056	NETGEAR READYNAS EXACOM	653	Netgear	READYNAS	Farmers Branch 2	CAB7
shfms4000770265	NETAPP	654	NETAPP	NETAPP	Farmers Branch 2	CAB7
5G99B821	EXACOM CHASSIS	655	Exacom	CHASSIS	Farmers Branch 2	CAB7
NS134867642	ALCATEL 7705 SAR-8	656	ALCATEL	7705 SAR-8	Farmers Branch 2	CAB7
657	HARRIS CROSSCONNECT PANEL CM21874	657	Harris	CROSSCONNECT PANEL CM21874	Farmers Branch 2	CAB1
658	HARRIS GPS RACK MOUNT BOARD	658	Harris	GPS RACK MOUNT BOARD	Farmers Branch 2	CAB1
fcb1740826e	CISCO 1921 ROUTER	659	Cisco	1921 ROUTER	Farmers Branch 2	CAB1
660	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	660	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Farmers Branch 2	CAB1
fcb1737e5s1	CISCO 2960 CATALYST SWITCH	661	Cisco	2960 CATALYST SWITCH	Farmers Branch 2	CAB1
fcb1732z4v	CISCO 2960 CATALYST SWITCH	662	Cisco	2960 CATALYST SWITCH	Farmers Branch 2	CAB1
663	HARRIS MASTR V CHASSIS W/ 14 SLOTS	663	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB1
664	HARRIS MASTR V CHASSIS W/ 14 SLOTS	664	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB1
665	HARRIS POWER CHASSIS	665	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
666	HARRIS POWER CHASSIS	666	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
667	HARRIS POWER CHASSIS	667	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
668	HARRIS POWER CHASSIS	668	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
669	HARRIS POWER CHASSIS	669	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
670	HARRIS POWER CHASSIS	670	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
671	HARRIS POWER CHASSIS	671	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
672	HARRIS POWER CHASSIS	672	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
H41545001-2	DbSpectra Repair W Chassis DSCC85-10D WITH 10 FREQUENCY UNITS	673	DB Spectra	DSCC85-10D	Farmers Branch 2	CAB2
fcb1737e5s8	CISCO 2960	674	Cisco	2960 CATALYST SWITCH	Farmers Branch 2	CAB3
675	HARRIS MASTR V FAN UNIT	675	Harris	MASTR V FAN UNIT	Farmers Branch 2	CAB3
676	HARRIS MASTR V CHASSIS W/ 14 SLOTS	676	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB3
677	HARRIS POWER CHASSIS	677	Harris	POWER CHASSIS	Farmers Branch 2	CAB3
678	HARRIS POWER CHASSIS	678	Harris	POWER CHASSIS	Farmers Branch 2	CAB3
bg81810010	EATON 9170-CHASSIS	679	Eaton	9170- CHASSIS	Farmers Branch 2	CAB4
BG365T0004	EATON UPS 9170- CHASSIS	680	Eaton	9170- CHASSIS	Farmers Branch 2	CAB5
681	AIR PRESSURE REGULATOR UNIT	681	Harris	AIR PRESSURE REGULATOR UNIT	Farmers Branch 2	CAB5
682	HARRIS NETWORK SENTRY	682	Harris	NETWORK SENTRY	Farmers Branch 2	CAB6
683	STEREO CONTROLLER UNIT MME P25	683	Stereo P25	MME P25	Farmers Branch 2	CAB6
684	HARRIS SECURE SYNC NETCLOCK	684	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB6
685	HARRIS SECURE SYNC NETCLOCK	685	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB6
686	HARRIS MASTR V FAN UNIT	686	Harris	MASTR V FAN UNIT	Farmers Branch 2	CAB6
687	HARRIS MASTR V CHASSIS W/ 14 SLOTS	687	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB6
fcb1741akpg	CISCO 2921	688	Cisco	2921 ROUTER	Farmers Branch 2	CAB6
689	HARRIS CROSSCONNECT PANEL CB22693	689	Harris	CROSSCONNECT PANEL CB22693	Farmers Branch 2	CAB6
690	HARRIS GPS RACK MOUNT BOARD	690	Harris	GPS RACK MOUNT BOARD	Farmers Branch 2	CAB6
691	HARRIS AC POWER SUPPLY CHASSIS	691	Harris	AC POWER SUPPLY CHASSIS	Farmers Branch 2	CAB6
ORW43592	VOIP ORDERWIRE-DK-216-OW	692	VOIP	ORDERWIRE D-PK-216OW	Farmers Branch 2	CAB8
693	UNITRENDS RECOVERY ARCHIVE	693	Un trends	RECOVERY ARCHIVE	Farmers Branch 2	CAB7
9NB8921	DELL SERVER	694	Dell	DELL SERVER	Farmers Branch 2	CAB7
695	HARRIS SECURE SYNC NETCLOCK	695	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB1
696	HARRIS SECURE SYNC NETCLOCK	696	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB1
697	HARRIS GPS RACK MOUNT BOARD	697	Harris	GPS RACK MOUNT BOARD	Farmers Branch 2	CAB9
698	AIR PRESSURE REGULATOR UNIT	698	Harris	AIR PRESSURE REGULATOR UNIT	Farmers Branch 2	CAB2
p02488101000113366443230294	HARRIS TRANSMISSION FILTER WITH DPM	699	Harris	TRANSMISSION FILTER WITH DPM	Farmers Branch 2	CAB2
700	HARRIS NETWORK SENTRY	700	Harris	NETWORK SENTRY	Farmers Branch 2	CAB1
16023251-18-a	HOFFMAN PENTAIR L703626g100	701	Hoffman	PENTAIR L703626g100	Farmers Branch 2	CAB1
8555231	GENERAC GENERATOR SDO050AG1E3	702	Generac	SDO050AG1E3	Farmers Branch 2	OUTSIDE
h1160210341	ROHS GPS RACK MOUNT BOARD	705	ROHS	GPS RACK MOUNT BOARD	Josey Water Tower	
fcb1732z4v4j	CISCO 2960 ROUTER	706	Cisco	2960 CATALYST SWITCH	Josey Water Tower	
FTX17408281	CISCO 1921 ROUTER	707	Cisco	1921 ROUTER	Josey Water Tower	
fcb1732z4v	CISCO 2960 ROUTER	708	Cisco	2960 CATALYST SWITCH	Josey Water Tower	
fcb1735y3ku	CISCO 2960 ROUTER	709	Cisco	2960 CATALYST SWITCH	Josey Water Tower	
450-83h-01-M	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	710	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Josey Water Tower	
711	HARRIS SECURE SYNC NETCLOCK 919U2CLK	711	Harris	SECURE SYNC NETCLOCK 919U2CLK	Josey Water Tower	
712	HARRIS SECURE SYNC NETCLOCK 919U1CLK	712	Harris	SECURE SYNC NETCLOCK 919U1CLK	Josey Water Tower	
1000071029	HARRIS NETWORK SENTRY ECN2069	713	Harris	NETWORK SENTRY	Josey Water Tower	
714	HARRIS MASTR V CHASSIS W/14 SLOTS	714	Harris	MASTR V CHASSIS W/ 14 SLOTS	Josey Water Tower	
715	HARRIS MASTR V CHASSIS W/14 SLOTS	715	Harris	MASTR V CHASSIS W/ 14 SLOTS	Josey Water Tower	
716	HARRIS POWER SUPPLY CHASSIS	716	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
717	HARRIS POWER SUPPLY CHASSIS	717	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
718	HARRIS POWER SUPPLY CHASSIS	718	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
719	HARRIS POWER SUPPLY CHASSIS	719	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
720	HARRIS POWER SUPPLY CHASSIS	720	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
721	HARRIS POWER SUPPLY CHASSIS	721	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
722	HARRIS POWER SUPPLY CHASSIS	722	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
723	HARRIS POWER SUPPLY CHASSIS	723	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
724	HARRIS POWER SUPPLY CHASSIS	724	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
725	HARRIS POWER SUPPLY CHASSIS	725	Harris	POWER SUPPLY CHASSIS	Josey Water Tower	
V6134540110	ALCATEL LUCENT 9500 MPT	726	ALCATEL	9500 MPT	Josey Water Tower	
qcl1347a0239	ALCATEL LUCENT 9500 MPT	727	ALCATEL	9500 MPT	Josey Water Tower	
qcl1347a02a1	ALCATEL LUCENT 9500 MPT	728	ALCATEL	9500 MPT	Josey Water Tower	
43597	VOIP ORDERWIRE D-PK-216OW	729	VOIP	ORDERWIRE D-PK-216OW	Josey Water Tower	
tel12180F0082251	C&D BATTERY PACK TEL 12-180F	730	C&D Technologies	TEL 12-180F	Josey Water Tower	
tel12180F0082248	C&D BATTERY PACK TEL 12-180F	731	C&D Technologies	TEL 12-180F	Josey Water Tower	
tel12180F0082252	C&D BATTERY PACK TEL 12-180F	732	C&D Technologies	TEL 12-180F	Josey Water Tower	
tel12180F0082249	C&D BATTERY PACK TEL 12-180F	733	C&D Technologies	TEL 12-180F	Josey Water Tower	
gahw0200917	CYBER POWER UPS DR500CDRM1U	734	Cyber Power	DR500CDRM1U	Josey Water Tower	
B636470005	Eaton 9170- 660C 12 Slot UPS	735	Eaton	9170-660C 12 Slot UPS	Josey Water Tower	
977442683	HARRIS SYMPHONY UNIT	736	Harris	SYMPHONY UNIT	Josey Water Tower	
2u-a35121y7	HP Z220 WORKSTATION	737	HP	Z220	Josey Water Tower	
2u-a4010r4j	HP Z220 WORKSTATION	738	HP	Z220	Josey Water Tower	
cnk3310cmh	HP PRODISPLAY P19A	739	HP	PRODISPLAY P19A	Josey Water Tower	
cnm39mdf7444525g93fi	DELL 15 INCH MONITOR	740	Dell	15 INCH MONITOR	Josey Water Tower	
cnk3310cm7	HP PRODISPLAY P19A	741	HP	PRODISPLAY P19A	Josey Water Tower	
742	HARRIS FAN UNIT	742	Harris	E SWITCH	Josey Water Tower	
743	HARRIS MASTR V CHASSIS W/14 SLOTS	743	Harris	MASTR V CHASSIS W/ 14 SLOTS	Josey Water Tower	
5hp3r1	DELL DURALABEL PRO 300 LAPTOP F1E1LSDVCS	744	Dell	DURALABEL PRO 300 LAPTOP	Josey Water Tower	
H41530001-1	DBSPECTRA DSCC85-10 CERAMIC COMBINER 10 CH	745	DB Spectra	DSCC85-10	Josey Water Tower	
ns134867601	ALCATEL LUCENT 7705 SAR-8	746	ALCATEL	7705 SAR-8	Josey Water Tower	
747	RFS AIR PRESSURE UNIT	747	RFS	AIR PRESSURE UNIT	Josey Water Tower	
LP51359916	C&D TECHNOLOGIES POWER CHASSIS	748	C&D Technologies	POWER CHASSIS	Josey Water Tower	
eb8a228625	MEAN WELL MICROWAVE UNIT SDR-120-48	749	Mean Well	SDR-120-48	Josey Water Tower	
750	CORNING LANSCAPE 24 STRAND FIBER BOX	750	Corning	FIBER BOX	Josey Water Tower	
p02488101000113366443330294	HARRIS RANTERNA TX FILTER WITH DPM	751	Harris	RANTERNA TX FILTER WITH DPM	Josey Water Tower	
LC-F134764-Q-75	MARVAIR COMPAC1 AC UNIT MODEL AVPA43ACA050N-A2-100	752	MARVAIR	AVPA43ACA050N	Josey Water Tower	
LC-F134764-Q-62	MARVAIR COMPAC1 AC UNIT MODEL AVPA43ACA050N-A2-100	753	MARVAIR	AVPA43ACA050N	Josey Water Tower	
8596715	GENERAC GENERATOR UNIT 1636809	754	Generac	1636809	Josey Water Tower	
bg81810009	EATON UPS 9170- CHASSIS	755	Eaton	9170- CHASSIS	Spectrum	CAB9
B415450001-1	DbSpectra Repair W Chassis DSCC85-10D WITH 10 FREQUENCY UNITS	756	DB Spectra	DSCC85-10D	Spectrum	CAB2
758	ALCATEL 7705 SAR-8	758	ALCATEL	7705 SAR-8	Spectrum	CAB2
759	HARRIS TRANSMISSION FILTER WITH DPM	759	Harris	TRANSMISSION FILTER WITH DPM	Spectrum	CAB2
761	HARRIS MASTR V FAN UNIT	761	Harris	MASTR V FAN UNIT	Spectrum	CAB9
762	HARRIS MASTR V CHASSIS W/ 14 SLOTS	762	Harris	MASTR V CHASSIS W/ 14 SLOTS	Spectrum	CAB9
763	HARRIS POWER CHASSIS	763	Harris	POWER CHASSIS	Spectrum	CAB2
764	HARRIS POWER CHASSIS	764	Harris	POWER CHASSIS	Spectrum	CAB2
765	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	765	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Spectrum	CAB1
766	HARRIS SECURE SYNC NETCLOCK	766	Harris	SECURE SYNC NETCLOCK	Spectrum	CAB1
767	HARRIS SECURE SYNC NETCLOCK	767	Harris	SECURE SYNC NETCLOCK	Spectrum	CAB1
768	HARRIS NETWORK SENTRY	768	Harris	NETWORK SENTRY	Spectrum	CAB1
fcb1737e5s8	CISCO 2960 CATALYST SWITCH	769	Cisco	2960 CATALYST SWITCH	Spectrum	CAB1
fcb1737e5s9	CISCO 2960 CATALYST SWITCH	770	Cisco	2960 CATALYST SWITCH	Spectrum	CAB1
stb1740827g	CISCO 1921 ROUTER	771	Cisco	1921 ROUTER	Spectrum	CAB1

Exhibit "A" to Resolution No.

772	HARRIS MASTR V CHASSIS W/ 14 SLOTS	772	Harris	MASTR V CHASSIS W/ 14 SLOTS	Spectrum	CAB1
773	HARRIS MASTR V CHASSIS W/ 14 SLOTS	773	Harris	MASTR V CHASSIS W/ 14 SLOTS	Spectrum	CAB1
774	HARRIS POWER SUPPLY CHASSIS	774	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
775	HARRIS POWER SUPPLY CHASSIS	775	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
776	HARRIS POWER SUPPLY CHASSIS	776	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
777	HARRIS POWER SUPPLY CHASSIS	777	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
778	HARRIS POWER SUPPLY CHASSIS	778	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
779	HARRIS POWER SUPPLY CHASSIS	779	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
780	HARRIS POWER SUPPLY CHASSIS	780	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
781	HARRIS POWER SUPPLY CHASSIS	781	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
782	ALCATEL 9500 MPT	782	ALCATEL	9500 MPT	Spectrum	CAB4
783	ALCATEL 9500 MPT	783	ALCATEL	9500 MPT	Spectrum	CAB4
784	ALCATEL 9500 MPR CHASSIS	784	ALCATEL	9500 MPR CHASSIS	Spectrum	CAB4
785	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	785	C&D Technologies	SAGEON POWER PLANT CHASSIS	Spectrum	CAB4
786	RFS AIR PRESSURE UNIT	786	RFS	AIR VALVE P/N 920204	Spectrum	CAB4
tel12180082247	CD Technologies UPS Battery TEL 12-180F-BST	787	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
tel121800822258	CD Technologies UPS Battery TEL 12-180F-BST	788	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
tel121800822255	CD Technologies UPS Battery TEL 12-180F-BST	789	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
13b406258843	WESTELL N250120-N-L9	790	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
792	RFS AIR VALVE P/N 920204	791	Westell	N250120-N-L9	Spectrum	CAB4
793	HARRIS GPS RACK MOUNT BOARD	792	RFS	AIR VALVE P/N 920204	Spectrum	CAB4
794	HARRIS CROSSCONNECT PANEL	793	Harris	GPS RACK MOUNT BOARD	Spectrum	CAB2
795	HARRIS GPS RACK MOUNT BOARD	794	Harris	CROSSCONNECT PANEL	Spectrum	CAB1
43601	VOIP ORDERWIRED-PK-216-DW	795	Harris	GPS RACK MOUNT BOARD	Spectrum	CAB1
fcq1732v4hk	CISCO 2911 ROUTER	796	VOIP	ORDERWIRED-PK-216-DW	Spectrum	CAB4
798	CD Technologies UPS Battery TEL 12-90-BST	797	Cisco	2911 ROUTER	Spectrum	CAB2
799	CD Technologies UPS Battery TEL 12-90-BST	798	C&D Technologies	TEL 12-90-BST	Addition EOC	
800	CD Technologies UPS Battery TEL 12-90-BST	799	C&D Technologies	TEL 12-90-BST	Addition EOC	
801	CD Technologies UPS Battery TEL 12-90-BST	800	C&D Technologies	TEL 12-90-BST	Addition EOC	
sfrx1744a80	CISCO 2921 ROUTER	801	C&D Technologies	TEL 12-90-BST	Addition EOC	
43602	VOIP ORDERWIRED-PK-216-DW	802	Cisco	2921 ROUTER	Addition EOC	
805	ALCATEL 9500 MPR CHASSIS	804	VOIP	ORDERWIRED-PK-216-DW	Addition EOC	
806	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	805	ALCATEL	9500 MPR CHASSIS	Addition EOC	
203040498	ASTRON 55-18 POWER SUPPLY	806	C&D Technologies	SAGEON POWER PLANT CHASSIS	Addition EOC	
808	HARRIS INTEROPERABILITY GATEWAY	807	Astron	55-18 POWER SUPPLY	Addition EOC	
3001-0013-0388	ALCATEL LICENT POWER DISTRIBUTION UNIT	808	Harris	INTEROPERABILITY GATEWAY	Addition EOC	
810	HARRIS RADIO UNIT	809	ALCATEL	POU	Addition EOC	
811	HARRIS RADIO UNIT	810	Harris	RADIO UNIT	Addition EOC	
sfrx1853805	CISCO 1911 ROUTER	811	Harris	RADIO UNIT	Addition EOC	
813	HARRIS INTEROPERABILITY GATEWAY	812	Cisco	1911 ROUTER	Coppell EOC	
16022700-37-a	HOFFMAN PENTAIR L703626g100	813	Harris	INTEROPERABILITY GATEWAY	Coppell EOC	
815	HARRIS NETWORK SENTRY	814	Hoffman	PENTAIR L703626g100	Hebron Water Tower	OUTSIDE CAB1
816	HARRIS SECURE SYNC NETCLOCK	815	Harris	NETWORK SENTRY	Hebron Water Tower	CAB1
817	HARRIS SECURE SYNC NETCLOCK	816	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB1
818	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	817	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB1
819	HARRIS TRANSMISSION FILTER	818	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Hebron Water Tower	CAB1
fcq1732v4hc	CISCO 2960 CATALYST SWITCH	819	Harris	TRANSMISSION FILTER	Hebron Water Tower	CAB1
fcq1732v4vk	CISCO 2960 CATALYST SWITCH	820	Cisco	2960 CATALYST SWITCH	Hebron Water Tower	CAB1
sfrx1740827p	CISCO 1921 ROUTER	821	Cisco	2960 CATALYST SWITCH	Hebron Water Tower	CAB1
823	HARRIS MASTR V CHASSIS W/ 14 SLOTS	822	Cisco	1921 ROUTER	Hebron Water Tower	CAB1
824	HARRIS MASTR V CHASSIS W/ 14 SLOTS	823	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB1
825	HARRIS POWER CHASSIS	824	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB1
826	HARRIS POWER CHASSIS	825	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
827	HARRIS POWER CHASSIS	826	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
828	HARRIS POWER CHASSIS	827	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
829	HARRIS POWER CHASSIS	828	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
830	HARRIS POWER CHASSIS	829	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
831	HARRIS POWER CHASSIS	830	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
832	HARRIS POWER CHASSIS	831	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
833	HARRIS TRANSMISSION FILTER WITH DPM	832	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
834	dB Spectra Repair W/ Chassis DSCC85-10D WITH 10 FREQUENCY UNITS	833	Harris	TRANSMISSION FILTER WITH DPM	Hebron Water Tower	CAB2
835	HARRIS CROSSCONNECT PANEL CM21874	834	dB Spectra	DSCC85-10D	Hebron Water Tower	CAB2
836	HARRIS GPS RACK MOUNT BOARD	835	Harris	CROSSCONNECT PANEL CM21874	Hebron Water Tower	CAB1
837	AIR PRESSURE REGULATOR UNIT	836	Harris	GPS RACK MOUNT BOARD	Hebron Water Tower	CAB1
838	HARRIS GPS RACK MOUNT BOARD	837	Harris	AIR PRESSURE REGULATOR UNIT	Hebron Water Tower	CAB2
839	AIR PRESSURE REGULATOR UNIT	838	Harris	GPS RACK MOUNT BOARD	Hebron Water Tower	CAB3
840	HARRIS GPS RACK MOUNT BOARD	839	Harris	AIR PRESSURE REGULATOR UNIT	Hebron Water Tower	CAB7
841	HARRIS CROSSCONNECT PANEL CB22693	840	Harris	GPS RACK MOUNT BOARD	Hebron Water Tower	CAB8
13b405256266	WESTELL N250120-N-L9	841	Harris	CROSSCONNECT PANEL CB22693	Hebron Water Tower	CAB8
843	RFS AIR VALVE P/N 920204	842	Westell	N250120-N-L9	Hebron Water Tower	CAB10
16022780-38-a	HOFFMAN PENTAIR L703626g100	843	RFS	AIR VALVE P/N 920204	Hebron Water Tower	CAB10
181001309-845	CD Technologies UPS Battery TEL 12-125-BST	844	Hoffman	PENTAIR L703626g100	Hebron Water Tower	OUTSIDE CAB10
181001311	CD Technologies UPS Battery TEL 12-125-BST	845	C&D Technologies	TEL 12-125-BST	Hebron Water Tower	CAB10
181001309-847	CD Technologies UPS Battery TEL 12-125-BST	846	C&D Technologies	TEL 12-125-BST	Hebron Water Tower	CAB10
181001309-848	CD Technologies UPS Battery TEL 12-125-BST	847	C&D Technologies	TEL 12-125-BST	Hebron Water Tower	CAB10
849	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	848	C&D Technologies	SAGEON POWER PLANT CHASSIS	Hebron Water Tower	CAB10
850	ALCATEL 9500 MPT	849	C&D Technologies	SAGEON POWER PLANT CHASSIS	Hebron Water Tower	CAB10
851	ALCATEL 9500 MPT	850	ALCATEL	9500 MPT	Hebron Water Tower	CAB10
852	ALCATEL 9500 MPR CHASSIS	851	ALCATEL	9500 MPT	Hebron Water Tower	CAB10
43603	VOIP ORDERWIRED-PK-216-DW	852	ALCATEL	9500 MPR CHASSIS	Hebron Water Tower	CAB10
854	RFS AIR PRESSURE UNIT	853	VOIP	ORDERWIRED-PK-216-DW	Hebron Water Tower	CAB10
855	SPECTRACOM SECURE SYNC NETCLOCK	854	RFS	AIR PRESSURE UNIT	Hebron Water Tower	CAB9
simx1744c0qb	CISCO ASA 5505 FIREWALL	855	SpectraCom	NETCLOCK	Hebron Water Tower	CAB10
FTX1731ALBL	CISCO 2911 ROUTER	856	Cisco	ASA 5505 FIREWALL	Hebron Water Tower	CAB9
FTX1744L7N	cisco2921/19 v08	857	Cisco	2911 ROUTER	Hebron Water Tower	CAB9
859	CISCO 2300 POWER SYSTEM C3K-PWR-750WAC	858	Cisco	2921 ROUTER	Hebron Water Tower	CAB9
feh2115v212	CISCO UCS C220 M4	859	Cisco	2300 POWER SYSTEM C3K-PWR-750V	Hebron Water Tower	CAB9
861	TRIPPLITE KVM 8020-008-17	860	Cisco	UCS C220 M4	Hebron Water Tower	CAB9
862	UNITRENDS RECOVERY-712	861	TrippLite	KVM 8020-008-17	Hebron Water Tower	CAB9
3GB936E20002B	NETGEAR READYNAS EXACOM	862	Unitrends	RECOVERY-712	Hebron Water Tower	CAB9
864	NETAPP	863	Netgear	READYNAS	Hebron Water Tower	CAB9
5h9p9t1	DELL SERVER	864	Netapp	NETAPP	Hebron Water Tower	CAB9
9BDD921	EXACOM CHASSIS	865	Dell	DELL SERVER	Hebron Water Tower	CAB9
867	HARRIS NETWORK SENTRY	866	Exacom	CHASSIS	Hebron Water Tower	CAB9
868	SITEPRO CONTROLLER UNIT MME P25	867	Harris	NETWORK SENTRY	Hebron Water Tower	CAB8
869	HARRIS SECURE SYNC NETCLOCK	868	SitePro	MME P25	Hebron Water Tower	CAB8
870	HARRIS SECURE SYNC NETCLOCK	869	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB8
871	CISCO 2921	870	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB8
872	HARRIS MASTR V FAN UNIT	871	Cisco	2921 ROUTER	Hebron Water Tower	CAB8
873	HARRIS MASTR V CHASSIS W/ 14 SLOTS	872	Harris	MASTR V FAN UNIT	Hebron Water Tower	CAB8
874	HARRIS AC POWER SUPPLY CHASSIS	873	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB8
8G251T0007	EATON UPS 9170- CHASSIS	874	Harris	AC POWER SUPPLY CHASSIS	Hebron Water Tower	CAB8
bh34200014	EATON 9170- CHASSIS	875	Eaton	9170- CHASSIS	Hebron Water Tower	CAB7
fcq1732v4ym	CISCO 2960	876	Eaton	9170- CHASSIS	Hebron Water Tower	CAB6
878	HARRIS MASTR V FAN UNIT	877	Cisco	2960 CATALYST SWITCH	Hebron Water Tower	CAB3
879	HARRIS MASTR V CHASSIS W/ 14 SLOTS	878	Harris	MASTR V FAN UNIT	Hebron Water Tower	CAB3
880	HARRIS POWER CHASSIS	879	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB3
881	HARRIS POWER CHASSIS	880	Harris	POWER CHASSIS	Hebron Water Tower	CAB3
882	UNITRENDS RECOVERY ARCHIVE	881	Harris	POWER CHASSIS	Hebron Water Tower	CAB3
8466415	GENERIC GENERATOR 9G0050AG035-4N18HPYYA	882	Unitrends	RECOVERY ARCHIVE	Hebron Water Tower	CAB9
884	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	883	Generic	9G0050AG035-4N18HPYYA	Hebron Water Tower	OUTSIDE CAB1
885	RFS AIR PRESSURE UNIT	884	C&D Technologies	SAGEON POWER PLANT CHASSIS	Hutton Water Tower	CAB1
886	CD Technologies UPS Battery TEL 12-90-BST	885	RFS	AIR PRESSURE UNIT	Hutton Water Tower	CAB1
887	CD Technologies UPS Battery TEL 12-90-BST	886	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
888	CD Technologies UPS Battery TEL 12-90-BST	887	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
889	CD Technologies UPS Battery TEL 12-90-BST	888	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
43596	VOIP ORDERWIRED-PK-216-DW	889	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
891	ALCATEL 7705 SAR-8	890	VOIP	ORDERWIRED-PK-216-DW	Hutton Water Tower	CAB1
892	ALCATEL 9500 MPR CHASSIS	891	ALCATEL	7705 SAR-8	Hutton Water Tower	CAB1
893	ALCATEL 9500 MPT	892	ALCATEL	9500 MPR CHASSIS	Hutton Water Tower	CAB1
		893	ALCATEL	9500 MPT	Hutton Water Tower	CAB1

Exhibit "A" to Resolution No.

894	ALCATEL 9500 MPT	894	ALCATEL	9500 MPT	Hutton Water Tower	CAB1
13030448-38-a	MCLAN AIR UNIT MODEL # cr290216g036	895	Mclean	cr290216g036	Hutton Water Tower	CAB1
13030450-38-a	MCLAN AIR UNIT MODEL # cr290216g036	896	Mclean	cr290216g036	Hutton Water Tower	CAB1
14b-404290548	WESTELL N250120-N-L9	897	Westell	N250120-N-L9	Hutton Water Tower	CAB1
898	RFS AIR VALVE P/N 920204	898	RFS	AIR VALVE P/N 920204	Hutton Water Tower	CAB1
FTX1744AL93	CISCO 2921 ROUTER 992U1SAR	900	Cisco	2921 ROUTER	Carrollton City Hall	HARRIS RACK
43585	VOIP ORDERWIRE	901	VOIP	ORDERWIRE	Carrollton City Hall	HARRIS RACK
902	DLINK DSS-16- SWITCH	902	Dlnk	DSS-16-	Carrollton City Hall	HARRIS RACK
903	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	903	C&D Technologies	SAGEON POWER PLANT CHASSIS	Carrollton City Hall	HARRIS RACK
904	CD Technologies UPS Battery TEL 12-125-BST	904	C&D Technologies	TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
905	CD Technologies UPS Battery TEL 12-125-BST	905	C&D Technologies	TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
906	CD Technologies UPS Battery TEL 12-125-BST	906	C&D Technologies	TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
907	CD Technologies UPS Battery TEL 12-125-BST	907	C&D Technologies	TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
908	ALCATEL LUCENT 9500 MPR	908	ALCATEL	9500 MPR	Carrollton City Hall	HARRIS RACK
NS134867778	ALCATEL 7705 SAR-8	909	ALCATEL	7705 SAR-8	Carrollton City Hall	HARRIS RACK
910	ALCATEL LUCENT PDU	910	ALCATEL	PDU	Carrollton City Hall	HARRIS RACK
911	HARRIS INTEROPERABILITY UNIT	911	Harris	INTEROPERABILITY UNIT	Carrollton City Hall	HARRIS RACK
912	HARRIS INTEROPERABILITY UNIT	912	Harris	INTEROPERABILITY UNIT	Carrollton City Hall	HARRIS RACK
913	DBSPECTRA AMPLIFIER UNIT	913	DB Spectra	AMPLIFIER	Carrollton City Hall	HARRIS RACK
914	DBSPECTRA AMPLIFIER UNIT	914	DB Spectra	AMPLIFIER	Carrollton City Hall	HARRIS RACK
915	DBSPECTRA AMPLIFIER UNIT	915	DB Spectra	AMPLIFIER	Carrollton City Hall	HARRIS RACK
916	DBSPECTRA AMPLIFIER UNIT	916	DB Spectra	AMPLIFIER	Carrollton City Hall	HARRIS RACK
GYKQCZJ	DELL OPTIPLEX 3010 EKACOM DESKTOP PC	917	Dell	OPTIPLEX 3030	Carrollton City Hall	HARRIS RACK
en03hm9p6418039121u	DELL 15IN MONITOR	918	Dell	15 INCH MONITOR	Carrollton City Hall	HARRIS RACK
919	HARRIS RADIO RACKMOUNT CONSOLE	919	Harris	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
920	HARRIS RADIO RACKMOUNT CONSOLE	920	Harris	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
921	HARRIS RADIO RACKMOUNT CONSOLE	921	Harris	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
922	HARRIS RADIO RACKMOUNT CONSOLE	922	Harris	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
923	HARRIS RADIO RACKMOUNT CONSOLE	923	Harris	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
924	HARRIS RADIO RACKMOUNT CONSOLE	924	Harris	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
925	HARRIS RADIO RACKMOUNT CONSOLE	925	Harris	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
926	HARRIS NCA-922 DESKTOP RADIO UNIT	926	Harris	NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 08
927	HARRIS SYMPHONY UNIT	927	Harris	SYMPHONY UNIT	Carrollton City Hall	CONSOLE 08
928	NEC ACCUSYNC AS222WM MONITOR	928	NEC	ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 08
929	HARRIS NCA-922 DESKTOP RADIO UNIT	929	Harris	NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 08
930	HARRIS NCA-922 DESKTOP RADIO UNIT	930	Harris	NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 03
931	HARRIS SYMPHONY UNIT	931	Harris	SYMPHONY UNIT	Carrollton City Hall	CONSOLE 03
932	NEC ACCUSYNC AS222WM MONITOR	932	NEC	ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 03
933	NEC ACCUSYNC AS222WM MONITOR	933	NEC	ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 04
934	HARRIS NCA-922 DESKTOP RADIO UNIT	934	Harris	NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 04
935	HARRIS SYMPHONY UNIT	935	Harris	SYMPHONY UNIT	Carrollton City Hall	CONSOLE 04
936	HARRIS NCA-922 DESKTOP RADIO UNIT	936	Harris	NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 05
937	HARRIS SYMPHONY UNIT	937	Harris	SYMPHONY UNIT	Carrollton City Hall	CONSOLE 05
938	NEC ACCUSYNC AS222WM MONITOR	938	NEC	ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 05
939	HARRIS NCA-922 DESKTOP RADIO UNIT	939	Harris	NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 06
940	NEC ACCUSYNC AS222WM MONITOR	940	NEC	ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 06
941	HARRIS SYMPHONY UNIT	941	Harris	SYMPHONY UNIT	Carrollton City Hall	CONSOLE 06
942	HARRIS NCA-922 DESKTOP RADIO UNIT	942	Harris	NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 07
943	NEC ACCUSYNC AS222WM MONITOR	943	NEC	ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 07
944	HARRIS SYMPHONY UNIT	944	Harris	SYMPHONY UNIT	Carrollton City Hall	CONSOLE 07
945	KVM F47920	945	KVM	F47920	Carrollton City Hall	HARRIS RACK
79T124603415	ViewSonic 15in Monitor	946	Viewsonic	15in Monitor	Carrollton City Hall	HARRIS RACK
1447353	SuperMicro GNFL 704 1U TSM Server	947	SuperMicro	GNFL 704 1U TSM Server	Carrollton City Hall	HARRIS RACK
203312	HARRIS CS7000 RADIO UNIT	950	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203203	HARRIS CS7000 RADIO UNIT	951	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203198	HARRIS CS7000 RADIO UNIT	952	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203202	HARRIS CS7000 RADIO UNIT	953	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203227	HARRIS CS7000 RADIO UNIT	954	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203225	HARRIS CS7000 RADIO UNIT	955	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203225	HARRIS CS7000 RADIO UNIT	956	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203327	HARRIS CS7000 RADIO UNIT	957	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203228	HARRIS CS7000 RADIO UNIT	958	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203029	HARRIS CS7000 RADIO UNIT	959	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203185	HARRIS CS7000 RADIO UNIT	960	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203321	HARRIS CS7000 RADIO UNIT	961	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
962	HARRIS XG25M RADIO UNIT	962	Harris	XG25M RADIO UNIT	Server Room	HARRIS RACK
963	HARRIS XG25M RADIO UNIT	963	Harris	XG25M RADIO UNIT	Server Room	HARRIS RACK
203741	HARRIS CS7000 RADIO UNIT	964	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203778	HARRIS CS7000 RADIO UNIT	965	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203744	HARRIS CS7000 RADIO UNIT	966	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
967	HARRIS XG25M RADIO UNIT	967	Harris	XG25M RADIO UNIT	Server Room	HARRIS RACK
203229	HARRIS CS7000 RADIO UNIT	968	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
203204	HARRIS CS7000 RADIO UNIT	969	Harris	CS7000 RADIO UNIT	Server Room	HARRIS RACK
79T124603410	ViewSonic 15in Monitor	970	Viewsonic	15in Monitor	Server Room	HARRIS RACK
971	KVM F47920	971	KVM	F47920	Server Room	HARRIS RACK
1447352	SuperMicro GNFL 704 1U TSM Server	972	SuperMicro	GNFL 704 1U TSM Server	Server Room	HARRIS RACK
FTX1747AH22	CISCO 2921 ROUTER 992U1SAR	973	Cisco	2921 ROUTER	Server Room	HARRIS RACK
43600	VOIP ORDERWIRE	974	VOIP	ORDERWIRE	Server Room	HARRIS RACK
975	ALCATEL LUCENT 9500 MPR	975	ALCATEL	9500 MPR	Server Room	HARRIS RACK
976	ALCATEL LUCENT 9500 MPT	976	ALCATEL	9500 MPT	Server Room	HARRIS RACK
977	ALCATEL LUCENT 9500 MPT	977	ALCATEL	9500 MPT	Server Room	HARRIS RACK
978	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	978	C&D Technologies	SAGEON POWER PLANT CHASSIS	Server Room	HARRIS RACK
NS134867650	ALCATEL 7705 SAR-8	979	ALCATEL	7705 SAR-8	Server Room	HARRIS RACK
980	CD Technologies UPS Battery TEL 12-125-BST	980	C&D Technologies	TEL 12-125-BST	Server Room	HARRIS RACK
981	CD Technologies UPS Battery TEL 12-125-BST	981	C&D Technologies	TEL 12-125-BST	Server Room	HARRIS RACK
982	CD Technologies UPS Battery TEL 12-125-BST	982	C&D Technologies	TEL 12-125-BST	Server Room	HARRIS RACK
983	CD Technologies UPS Battery TEL 12-125-BST	983	C&D Technologies	TEL 12-125-BST	Server Room	HARRIS RACK
984	DBSPECTRA AMPLIFIER UNIT	984	DB Spectra	AMPLIFIER	Server Room	HARRIS RACK
985	DBSPECTRA AMPLIFIER UNIT	985	DB Spectra	AMPLIFIER	Server Room	HARRIS RACK
986	DBSPECTRA AMPLIFIER UNIT	986	DB Spectra	AMPLIFIER	Server Room	HARRIS RACK
987	HARRIS INTEROPERABILITY UNIT	987	Harris	INTEROPERABILITY UNIT	Server Room	HARRIS RACK
988	ALCATEL LUCENT PDU	988	ALCATEL	PDU	Server Room	HARRIS RACK
989	CISCO ASA 5505 FIREWALL	989	Cisco	ASA 5505 FIREWALL	Server Room	HARRIS RACK
8174	HARRIS NANO SPOT SPEAKER		Harris	SPEAKER	Josay Water Tower	
8522490	Generac GTS 0205-2A2LDNAN ATS M ODEL 006802		Generac	6802	Josay Water Tower	
p024810100011336644340294	HARRIS TX FILTER		Harris	TX CARD	Farmers Branch 1	CAB2
087814P01	ACData Surge Protector 110-0285		ACData	Surge Protector 110-0285	Josay Water Tower	
284143-02	ACData Surge Protector 110-0285		ACData	Surge Protector 110-0285	Josay Water Tower	
	AC DC POWER CONVERTER			AC DC POWER CONVERTER	Josay Water Tower	
	AC DC POWER CONVERTER			AC DC POWER CONVERTER	Josay Water Tower	
	AC DC POWER UNIT			AC DC POWER UNIT	Farmers Branch 1	CAB1
	AC DC POWER UNIT			AC DC POWER UNIT	Farmers Branch 2	CAB6
	AC DC POWER UNIT			AC DC POWER UNIT	Hebron Water Tower	CAB8
	AC DC POWER UNIT			AC DC POWER UNIT	Wagon Wheel	CAB2
	ALCATEL 7705 SAR-8		ALCATEL	7705 SAR-8	Hebron Water Tower	CAB9
	ALCATEL LUCENT POWER DISTRIBUTION UNIT		ALCATEL	PDU	Josay Water Tower	
	DAYTON THERMOMETER		Dayton	THERMOMETER	Farmers Branch 1	CAB2
	DAYTON THERMOMETER		Dayton	THERMOMETER	Wagon Wheel	CAB3
	DAYTON THERMOMETER		Dayton	THERMOMETER	Hutton Water Tower	CAB1
	DAYTON THERMOMETER		Dayton	THERMOMETER	Farmers Branch 2	CAB5
	DAYTON THERMOMETER		Dayton	THERMOMETER	Farmers Branch 2	CAB2
	DAYTON THERMOMETER		Dayton	THERMOMETER	Hebron Water Tower	CAB7
	DAYTON THERMOMETER		Dayton	THERMOMETER	Hebron Water Tower	CAB2
	DAYTON THERMOMETER		Dayton	THERMOMETER	Spectrum	CAB4
	DPS TELECOM SPEAKER		DPS	SPEAKER	Hutton Water Tower	CAB1
	DPS TELECOM SPEAKER		DPS	SPEAKER	Addison EOC	
	DPS TELECOM SPEAKER		DPS	SPEAKER	Server Room	HARRIS RACK
	DPS TELECOM SPEAKER UNIT		DPS	SPEAKER	Spectrum	CAB4
	DPS TELECOM SPEAKER UNIT FDD-1200-10A-00		DPS	SPEAKER	Josay Water Tower	
	DURACOMM POWER SWITCH		Duracomm	POWER SWITCH	Farmers Branch 1	CAB3
	DURACOMM POWER SWITCH		Duracomm	POWER SWITCH	Farmers Branch 1	CAB3

Exhibit "A" to Resolution No. _____

DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Farmers Branch 2	CAB7
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Farmers Branch 2	CAB7
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Hebron Water Tower	CAB9
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Hebron Water Tower	CAB9
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Wagon Wheel	CAB4
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Wagon Wheel	CAB4
DURACOMM POWER UNIT	Duracomm	POWER UNIT	Spectrum	CAB2
DURACOMM POWER UNIT	Duracomm	POWER UNIT	Spectrum	CAB2
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Farmers Branch 1	CAB4
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Farmers Branch 2	CAB4
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Hebron Water Tower	CAB6
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Spectrum	CAB3
GPS NETWORKING LDCBSIX4N PASSIVE 1X4 SPLITTER	Eaton	GPS NETWORKING LDCBSIX4N	Farmers Branch 2	CAB7
GPS NETWORKING LDCBSIX4N PASSIVE 1X4 SPLITTER	Eaton	GPS NETWORKING LDCBSIX4N	Hebron Water Tower	CAB9
HARRIS AC DC POWER SUPPLY	Harris	AC DC POWER SUPPLY	Farmers Branch 2	CAB1
HARRIS AC DC POWER SUPPLY	Harris	AC DC POWER SUPPLY	Hebron Water Tower	CAB1
HARRIS AC DC POWER UNIT	Harris	AC DC POWER UNIT	Farmers Branch 1	CAB3
HARRIS GPS RACK MOUNT BOARD	Harris	GPS RACK MOUNT BOARD	Farmers Branch 1	CAB3
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 01	CONSOLE 01
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 02	CONSOLE 02
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 03	CONSOLE 03
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 04	CONSOLE 04
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 05	CONSOLE 05
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 06	CONSOLE 06
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 07	CONSOLE 07
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 08	CONSOLE 08
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 09	CONSOLE 09
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 10	CONSOLE 10
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 11	CONSOLE 11
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 12	CONSOLE 12
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 13	CONSOLE 13
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 14	CONSOLE 14
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB5
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB6
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB3
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB3
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB3
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB1
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB8
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB8
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB3
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB1
HARRIS POWER AMPLIFIER	Harris	POWER AMPLIFIER	Farmers Branch 2	CAB3
HARRIS POWER AMPLIFIER	Harris	POWER AMPLIFIER	Farmers Branch 2	CAB3
HARRIS POWER UNIT	Harris	POWER UNIT	Farmers Branch 2	CAB3
HARRIS POWER UNIT	Harris	POWER UNIT	Hebron Water Tower	CAB3
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 01	CONSOLE 01
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 02	CONSOLE 02
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 03	CONSOLE 03
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 04	CONSOLE 04
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 05	CONSOLE 05
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 06	CONSOLE 06
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 07	CONSOLE 07
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 08	CONSOLE 08
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 09	CONSOLE 09
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 10	CONSOLE 10
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 11	CONSOLE 11
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 12	CONSOLE 12
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 13	CONSOLE 13
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 14	CONSOLE 14
HOFFMAN PENTAIR 1703626g100	Hoffman	PENTAIR 1703626g100	Spectrum	
MARWAIR THERMOSTAT UNIT SIMPLE COMFORT AS7805	MARWAIR	AS7805	Josey Water Tower	
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 1	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 1	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 2	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 2	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Hebron Water Tower	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Hebron Water Tower	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Spectrum	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Spectrum	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Wagon Wheel	CAB4
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Wagon Wheel	CAB4
MINI CIRCUITS POWER SPLITTER F562101329	Mini	POWER SPLITTER F562101329	Josey Water Tower	
MINI CIRCUITS POWER SPLITTER F562101329	Mini	POWER SPLITTER F562101329	Josey Water Tower	
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 01	CONSOLE 01
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 02	CONSOLE 02
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 03	CONSOLE 03
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 04	CONSOLE 04
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 05	CONSOLE 05
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 06	CONSOLE 06
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 07	CONSOLE 07
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 08	CONSOLE 08
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 09	CONSOLE 09
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 10	CONSOLE 10
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 11	CONSOLE 11
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 12	CONSOLE 12
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 13	CONSOLE 13
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 14	CONSOLE 14
PDU	PDU	PDU	Farmers Branch 1	CAB3
PDU	PDU	PDU	Farmers Branch 1	CAB2
PDU	PDU	PDU	Spectrum	CAB2
PDU	PDU	PDU	Wagon Wheel	CAB4
PDU	PDU	PDU	Wagon Wheel	CAB4
PUNCHDOWN PANEL	Panel	PUNCHDOWN PANEL	Farmers Branch 1	CAB2
PUNCHDOWN PANEL	Panel	PUNCHDOWN PANEL	Wagon Wheel	CAB3
PUNCHDOWN PATCH PANEL	Panel	PUNCHDOWN PANEL	Farmers Branch 2	CAB2
PUNCHDOWN PATCH PANEL	Panel	PUNCHDOWN PANEL	Hebron Water Tower	CAB2
RACKMOUNT PDU	PDU	PDU	Server Room	HARRIS RACK
RACKMOUNT TRAY WITH SMALL FILTER	PDU	PDU	Farmers Branch 1	CAB3
RECEIVE FILTER PANEL	unknown	RECEIVE FILTER PANEL	Wagon Wheel	CAB2
RF OUTPUT DISTRIBUTION BLOCK	unknown	RF OUTPUT DISTRIBUTION BLOCK	Farmers Branch 2	CAB3
RF OUTPUT DISTRIBUTION BLOCK	unknown	RF OUTPUT DISTRIBUTION BLOCK	Hebron Water Tower	CAB3
WIEMOLD PLUG IN OUTLET CENTER	Wiemold	OUTLET CENTER	Spectrum	CAB2



Agenda Memo
File Number: 4753

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *21.

CC MEETING: April 21, 2020

DATE: April 15, 2020

TO: Erin Rinehart, City Manager

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

Consider A **Resolution Authorizing The City Manager To Negotiate And Execute A Lease Agreement With 3-Nations Brewing, LLC For The Use Of City-Owned Property At 1003 Main Street.**

BACKGROUND:

The City of Carrollton owns the property at 1003 Main Street, which has about 1,000 square feet of interior floor space. The property was previously leased to TPM Outfitters, Inc., whose lease expired on September 1, 2019. The space is currently vacant and in disrepair.

In August 2019, 3-Nations Brewing LLC submitted a proposal with lease terms to relocate their administrative offices to this space. They indicated interest in leasing the space for 3-years at a rent rate of \$300 per month. On August 26, 2019, the TOD Sub-Committee directed staff to offer the space for a period of one (1) year with an option to renew for a second year at the same lease rate. 3-Nations rejected the offer as they felt the lease terms outweighed the cost required to remodel the building's interior lease space.

In February 2020, staff was approached again by 3-Nations about leasing the space. They requested a 3-year lease for \$300 per month and agreed to pay for all basic interior finish-out elements to make the space occupiable.

On March 19, 2020, the TOD Sub-Committee discussed the proposal and directed staff to offer 3-Nations Brewing a triple-net, 2-year lease agreement with a \$300 per month rent structure. The space will be used only for administrative offices and the tenant improvements and finish-out for the space will be the responsibility of the tenant. 3-Nations has agreed to the terms recommended by the TOD Sub-Committee.


STAFF RECOMMENDATION/ACTION DESIRED:

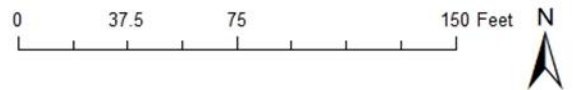
Staff recommends City Council approval of the attached resolution authorizing the City Manager to negotiate and execute a lease agreement with 3-Nations Brewing, LLC for the use of City-owned property at 1003 Main Street.

LOCATION MAP – 1003 W. Main Street

1003 W Main St



 Subject Property



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH 3-NATIONS BREWING, LLC. FOR THE USE OF CITY OWNED REAL PROPERTY AT 1003 WEST MAIN STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carrollton, Texas (“City Council”), has directed staff to pursue a tenant for 1003 West Main Street in the City of Carrollton, Texas (“City”); and

WHEREAS, the lease of the approximately 1,000 square feet suite for corporate administrative office use is beneficial to the City and the economic development of Downtown Carrollton; and

WHEREAS, the City has agreed to a 24-month, triple-net lease term with 3-Nations Brewing, LLC. (“Company”); and

WHEREAS, the Company has agreed to pay a lease rent rate for the two (2) years and to pay the lease rate of \$300.00 per month; and

WHEREAS, the Company has agreed to pay for all the interior remodeling and repairs to the lease space; and

WHEREAS, on March 19, 2020, the City Council’s Transit-Oriented Development Committee reviewed terms of the lease agreement between Company and the City and found them to be of benefit to the City; and

WHEREAS, upon full review and consideration of the terms of the lease, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager shall be authorized to execute an agreement with Company on behalf of the City of Carrollton;

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 hereby authorized to negotiate and execute a lease agreement and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in this Resolution.

Section 3

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON APRIL 21, 2020.

CITY OF CARROLLTON, TEXAS

Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT:

Ravi Shah
Director of Development Services



Agenda Memo
File Number: 4755

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *22.

CC MEETING: April 21, 2020

DATE: April 13, 2020

TO: Erin Rinehart, City Manager

FROM: Meredith A. Ladd, City Attorney

Consider **A Resolution Of The City Of Carrollton, Texas Finding That Oncor Electric Delivery Company LLC’s Application For Approval To Amend Its Distribution Cost Recovery Factor To Increase Distribution Rates Within The City Should Be Denied; Authorizing Participation With Oncor Cities Steering Committee; Authorizing The Hiring Of Legal Counsel And Consulting Services; Finding That The City’s Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel.**

BACKGROUND:

The City is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “Company”). The Oncor Cities Steering Committee (“OCSC”) is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area in matters before the Public Utility Commission (“PUC” or “Commission”) and the courts.

On April 3, 2020, Oncor filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) with each of the cities retaining original jurisdiction and with the Commission in Docket No. 50734. In the filing, the Company sought to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer’s bill).

The resolution authorizes the City to join with OCSC to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF amendment proposed by Oncor.

Explanation of “Be It Ordained” Sections:

1. This section authorizes the City to participate with OCSC as a party in the Company’s DCRF filing in PUC Docket No. 50734.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. It also authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the Commission.

3. This paragraph finds that the Company’s application is unreasonable and should be denied.

4. This section states that the Company’s current rates shall not be changed.

5. The Company will reimburse OCSC for its reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides Oncor and counsel for OCSC will be notified of the City’s action by sending a copy of the approved and signed resolution to counsel.

RECOMMENDED ACTION:

Staff recommends that City Council adopt the resolution denying Company’s requested application and approving all other actions set forth therein.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Carrollton, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 3, 2020, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 50734, seeking to increase distribution rates by \$75.9 million annually (an approximately \$0.88 increase to the average residential customer's bill); and

WHEREAS, the City of Carrollton will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

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

SECTION 1. The City is authorized to participate with OCSC in Commission Docket No. 50734.

SECTION 2. Subject to the right to terminate employment at any time, the City of Carrollton hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. The rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. The Company shall continue to charge its existing rates to customers within the City.

SECTION 5. The City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 6. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to Tab Urbantke, Attorney for Oncor, at Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED AND APPROVED this _____ day of _____, 2020.

CITY OF CARROLLTON, TEXAS

By: _____
Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney



Agenda Memo
File Number: 4756

Agenda Date: 4/21/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *23.

CC MEETING: April 21, 2020

DATE: April 15, 2020

TO: Erin Rinehart, City Manager

FROM: Laurie Wilson, City Secretary/Admin Services Director

Consider A **Resolution Authorizing The City Manager To Approve Emergency Funding For Metrocrest Services, Inc. In Response To The Covid-19 Pandemic** In An Amount Not To Exceed \$200,000.00.

BACKGROUND:

Metrocrest Services provides programs for individuals, families, and seniors that lead to self-sufficiency and foster independence in Carrollton, Farmers Branch, Addison, Coppell, and Dallas in Denton County. They offer a comprehensive bundle of programs to address gaps in finances, health, transportation, and nutrition to holistically end poverty. In response to the COVID-19 crisis, Metrocrest has moved to a disaster recovery model to assist children, families, and seniors. Based on current trends, their services will be needed for most of the 2020 year and as such, they have respectfully requested \$200,000 in One-Time Emergency Funding to assist with direct costs associated with Food and Housing Assistance.

COMMUNITY IMPACTS:

Since the middle of March 2020, Metrocrest has seen significant increases in demand for food and rent assistance. They have moved to a drive-thru model for the Food Pantry as they continue to provide a week's worth of food for each family along with fresh produce, some toiletry items, toilet paper, and detergent. The Food Pantry demand increased 102% over the past 4 weeks which equates to 3,645 meals being distributed every day. For the week of April 6-11, the organization saw an increase of 376% (5,170 meals per day) over the comparable week last year. They're facing challenges sourcing enough food to continue to meet the nutritional needs of the community. As their partners like the North Texas Food Bank are running low on food, Metrocrest has reached out to retail partners such as Kroger, Sprouts, Wal-Mart, and others which have very little on the shelf to donate. Metrocrest is partnering with other food distributors to ensure they have an adequate supply, however, these alternative sources are much more expensive.

The most significant issue beyond food is housing assistance. As the primary source for housing assistance in the community, the demand for their Housing Stability programs grew significantly as April rents became due. Metrocrest has projected they will continue assisting over 400 families with rent and lodging in April 2020; they served 73 families in April 2019. In addition to the increased number of requests, the average amount of assistance they contribute will continue rising as a family may have no income after widespread layoffs. The No Eviction rule has helped relieve some of the immediate stress, but tenants will ultimately need to catch up to avoid eviction. Additionally, there are no eviction restrictions for families living in motels.

Carrollton families visited the food pantry 797 times over the past four weeks, 56% over last year. Metrocrest is projecting to spend roughly \$250,000 on food for April through July specifically for Carrollton families. Concerning rent assistance, they served 60 Carrollton families (represents 176 individuals) through April 11, 82% over last year. They project serving 550 Carrollton families with rent assistance over the next four months at a cost of \$400,000.

The \$650,000 in direct costs to serve Carrollton families will partially be supported by this request. They will continue to raise funds from individuals and corporate partners to address the \$450,000 gap. Other grant funds will be utilized to cover the cost of staff and additional operational expenses to deliver services. Because of circumstances surrounding COVID-19, Metrocrest has increased infrastructure, including enhancing cleaning and disinfecting, and procuring required supplies to keep our staff, volunteers, and clients safe.

Metrocrest Service will continue to work with City Staff to provide any required information for Federal Funding reimbursement requests such as to FEMA as they did for the 2015 Flood.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff is requesting approval of the attached resolution authorizing the City Manager to provide \$200,000 in one-time emergency funding to Metrocrest Services.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE \$200,000 IN EMERGENCY FUNDING TO METROCREST SERVICES, INC. IN RESPONSE TO THE COVID-19 PANDEMIC; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO EXECUTE THE INTENT AND PURPOSES OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carrollton, Texas, desires to provide funding for services which benefit the public at large and help preserve the health, comfort, safety, peace and welfare of the citizens; and

WHEREAS, Metrocrest Services, Inc. (“Metrocrest”), provides services, such as employment resources, food pantry and emergency assistance, to the public; and

WHEREAS, the City of Carrollton has been under social distracting orders in both Dallas and Denton Counties, and now City-wide, since mid-March, resulting in the closure of all non-essential businesses which has led to a rapid increase in unemployment and income disruption for many residents of the City; and

WHEREAS, Metrocrest has seen a significant increase in need for their Food Pantry and Housing Stability Program since mid-March 2020; and

WHEREAS, the need for services provided by Metrocrest, are expected to continue to rapidly increase economic impacts are seen from COVID-19.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 a part hereof for all purposes.

SECTION 2

Metrocrest is projecting to spend approximately \$250,000 towards stocking the food pantry for April through July specifically for Carrollton families. Further, Metrocrest anticipates serving 550 Carrollton families with rent assistance over the next four months at a cost of approximately \$400,000.

SECTION 3

Metrocrest will continue to raise funds from individuals and corporate partners and seek grant funds to cover the cost of staff and additional operational expenses to deliver services.

SECTION 4

Metrocrest has increased infrastructure, including enhancing cleaning and disinfecting, and procuring required supplies to keep staff, volunteers, and clients safe.

SECTION 5

Metrocrest will work with City staff to provide any necessary documentation for applicable Federal Emergency Management Association reimbursement.

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas, this 21st day of April, 2020.

CITY OF CARROLLTON, TEXAS

By: _____
Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, 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: 4706

Agenda Date:

Version: 1

Status: Other Business

In Control: City Council

File Type: Resolution

Agenda Number: 24.

CC MEETING: April 21, 2020

DATE: March 19, 2020

TO: City Council

FROM: Meredith Ladd, City Attorney

Consider A Resolution Rescinding Resolution No. 4373 Regarding Approval And Consent To The Continuation Of A Declaration Of Local State Of Disaster In Response To Concerns Related To The Coronavirus Disease 2019 (COVID-19).

004373
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, RATIFYING AND EXTENDING THE DISASTER DECLARATION SIGNED BY MAYOR KEVIN FALCONER ON MARCH 13, 2020, UNTIL MAY 12, 2020 AT 11:59 P.M., OR UNTIL SUCH TIME AS IT IS TERMINATED BY ORDER OF THE CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 13, 2020, Mayor Kevin Falconer, acting in accordance with authority granted to him under the Charter and under Section 418.108(a) of the Texas Government Code, declared a local state of disaster for the City due to concerns related to the coronavirus disease 2019 (COVID-19) (the "Disaster Declaration"); and

WHEREAS, Section 418.108(b) of the Texas Government Code provides that such a declaration of disaster may not be continued for a period of more than seven (7) days except with the consent of the governing body of the political subdivision; and

WHEREAS, the conditions necessitating the Disaster Declaration have and will continue to exist for a period of more than seven (7) days; and

WHEREAS, the City Council ratifies and supports the disaster declaration signed by Mayor Kevin Falconer on March 13, 2020, and consents to its continuation for a period of more than seven (7) days, until May 12, 2020 at 11:59 p.m., or until such time as it is terminated by order of the City Council.

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 Council hereby ratifies the Disaster Declaration signed by Mayor Kevin Falconer on March 13, 2020, and consents to its continuation until May 12, 2020 at 11:59 p.m., and such disaster declaration is hereby continued until May 12, 2020 at 11:59 p.m or until such time as it is terminated by order of the Council.

SECTION 3

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 this 19th day of March, 2020.

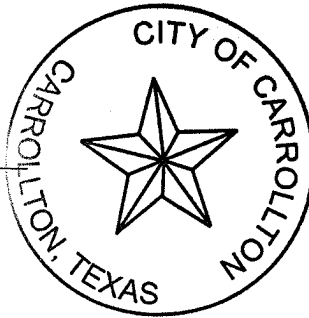
CITY OF CARROLLTON, TEXAS



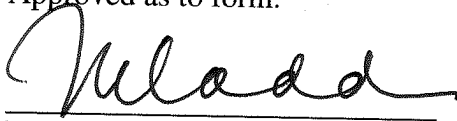
Kevin W. Falconer, Mayor

ATTEST:



Laurie Wilson, City Secretary

Approved as to form:



Meredith Ladd, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, RESCINDING RESOLUTION NO. 4373 RELATING TO THE CONSENT AND CONTINUATION OF THE DISASTER DECLARATION OF KEVIN FALCONER IN ITS ENTIRETY; 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 Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the City Council of the City of Carrollton, Texas (“City Council”) passed Resolution No. 4373 on March 19, 2020, consenting to and extending the March 13, 2020 Disaster Declaration issued by Mayor Kevin Falconer; and

WHEREAS, the City Council no longer believes that circumstances necessitating the Disaster Declaration are present and that the continuation of the Disaster Declaration is not in the interest of public health and safety; and

WHEREAS, the City Council believes that rescinding Resolution No. 4373 is in the best interest of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 a part hereof for all purposes.

SECTION 2.

Resolution No. 4373 relating to the consent and continuation of the March 13, 2020 Disaster Declaration by Mayor Kevin Falconer is hereby rescinded in its entirety.

SECTION 3.

This Ordinance shall take effect immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carrollton, Texas, on this the ____ day of _____, 2020.

CITY OF CARROLLTON, TEXAS

Kevin Falconer, Mayor

ATTEST:

Laurie Garber, 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: 4760

Agenda Date: 4/21/2020

Version: 1

Status: Other Business

In Control: City Council

File Type: Ordinance

Agenda Number: 25.

CC MEETING: April 21, 2020

DATE: April 7, 2020

TO: City Council

FROM: Meredith Ladd, City Attorney

Consider An **Ordinance Amending And Restating Ordinance No. 3953 By Requiring Nose And Mouth Coverings To Be Worn In Specific Circumstances Within The City Of Carrollton And Extending The Effective Date Of The Ordinance Until May 12, 2020.**

BACKGROUND:

On April 7, 2020, City Council adopted Ordinance No. 3953 authorizing rules and restrictions relative to the Local State of Disaster regarding the COVID-19 virus. On April 15, 2020, Judge Clay Jenkins ordered residents of Dallas county to wear nose and mouth coverings when conducting essential activities. On April 17, 2020, the Dallas County commissioner's court amended the Judge's order to remove any penalty for failure to wear nose and mouth covering, while opening craft stores to allow for citizens to purchase covering supplies. On April 17, 2020, Governor Greg Abbott modified some provisions of his March 31, 2020, order GA-14, to allow for elective medical procedures, in certain circumstances, and relaxation of some other restrictions.

Currently, Denton and Collin counties have not acted regarding nose and mouth coverings. In order to provide consistency within the entire city, as opposed to the current situation with separate county orders and a governor's proclamation, that vary, the proposed amended ordinance would establish set regulations that apply in all three counties.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the attached ordinance relating to restrictions to prevent the spread of COVID-19, with additional guidelines regarding allowable actions and restrictions necessary to ensure containment, and extension of the effective date.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AMENDING AND RESTATING ORDINANCE NO. 3953 RELATIVE TO RULES TO PROTECT THE HEALTH OF PERSONS IN THE CITY; ADOPTING AND APPROVING CERTAIN RULES REQUIRING THE COVERING OF NOSE AND MOUTH BY PERSONS WITHIN THE CITY IN SPECIFIED SITUATIONS; PROVIDING FOR A FINE FOR CERTAIN PROVISIONS OF UP TO \$500 FOR EACH OFFENSE IN VIOLATION OF THIS ORDINANCE; PROVIDING THIS ORDINANCE BE CUMULATIVE; PROVIDING FOR SEVERABILITY, GOVERNMENTAL IMMUNITY, INJUNCTIONS, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and

WHEREAS, symptoms of COVID-19 include fever, cough, and shortness of breath, and can range from mild to severe illness and in some cases death; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 5, 2020, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, the Centers for Disease Control and Prevention is closely monitoring the growing number of COVID-19 cases that have spread into the United States; and

WHEREAS, Dr. Anthony Fauci, the United States' top infectious disease expert, has recommended the institution of stay-at-home orders in order to save human life and prevent further transmission of COVID-19; and

WHEREAS, gatherings of unidentifiable individuals without necessary mitigation for the spread of infection may pose a risk of the spread of infectious disease; and

WHEREAS, unless the actions as hereby provided are immediately initiated, avoidable serious illness and deaths could occur; and

WHEREAS, COVID-19 spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, the continued worldwide spread of COVID -19 presents an imminent threat of widespread illness, which requires emergency action; and

WHEREAS, a declaration of local state of disaster includes the ability to take measures to reduce the possibility of exposure to disease, mitigate the risk, and promote the health and safety of the residents of the City of Carrollton; and

WHEREAS, the measures identified in the Declaration of Local Disaster are designed to prevent deaths in the City of Carrollton; and

WHEREAS, the identification of “community spread” cases of COVID-19 in the City of Carrollton and the region could potentially signal that transmission of the virus may no longer be limited to travel outbreak areas or contact with travelers who have visited outbreak areas; and

WHEREAS, the City of Carrollton is working collaboratively with Dallas, Denton, and Collin Counties to ensure that all appropriate and necessary measures are taken to limit the development, contraction, and spread of COVID-19; and

WHEREAS, Dallas County Judge Clay Jenkins issued a Declaration of Disaster Due to Public Health Emergency for Dallas County for COVID-19 on March 12, 2020, which was extended through May 20, 2020, by the Commissioner’s Court on April 3, 2020; and

WHEREAS, Denton County Judge Andy Eads issued a Declaration of Disaster Due to Public Health Emergency for Denton County for COVID-19 on March 13, 2020, which was extended through April 30, 2020, by the Commissioner’s Court on April 7, 2020; and

WHEREAS, Collin County Judge Chris Hill issued a Declaration of Disaster Due to Public Health Emergency for Collin County for COVID-19 on March 16, 2020; and

WHEREAS, Governor Greg Abbott issued a State of Disaster for all Texas counties for COVID-19 on March 13, 2020; and

WHEREAS, President Donald Trump declared a State of National Emergency for the United States of America on March 13, 2020; and

WHEREAS, on March 13, 2020, Mayor Kevin Falconer, acting in accordance with authority granted to him under the Charter and under Section 418.108(a) of the Texas Government Code, declared a local state of disaster for the City of Carrollton due to concerns related to COVID-19, and in Resolution No. 4373 the City Council continued such declaration and authorized additional measures for the protection of the public on March 19, 2020 (hereafter "Resolution"); and

WHEREAS, on March 18, 2020, the Mayor issued an Order that limited social and recreational gatherings and closed restaurants, except for drive-thru, pick-up, and to-go orders as additional measures to protect the health of persons in the City; and

WHEREAS, on March 19, 2020, John W. Hellerstedt, M.D., the Commissioner of the Texas Department of State Health Services, in accordance with Section 81.082(d) of the Texas Health and Safety Code, declared a state of public health disaster for the entire State of Texas for the first time since 1901; and

WHEREAS, on April 17, 2020, Texas State Governor Greg Abbott issued some revisions to Executive Order No. GA-14, through GA-15 and GA-16, to further reduce the spread of COVID-19 within the State of Texas, while allowing the easing of restrictions for specified businesses; and

WHEREAS, Sections 121.003 and 122.006 of the Texas Health and Safety Code provide that the City of Carrollton is authorized to adopt rules to protect the health of persons in the City of Carrollton; and

WHEREAS, the conditions necessitating the disaster declaration continue to exist and extraordinary and immediate measures must be taken to respond quickly to prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19; and

WHEREAS, as safer-at-home restrictions are eased state-wide, the City Council has determined, based on CDC recommendations, that adding nose and mouth covering requirements to social distancing restrictions can help prevent the spread of the COVID-19 virus; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional measures as described herein pursuant to the Texas Disaster Act of 1975, as amended, Vernon's Texas Government Code, and provide rules to protect the health of persons in the City pursuant to the Texas Health and Safety Code, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 a part hereof for all purposes.

SECTION 2.

Pursuant to Sections 121.003 and 122.006 of the Texas Health and Safety Code, this Ordinance adopts the following:

1. This Ordinance authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules, pursuant to Section 122.006 of the Health and Safety Code.

2. All individuals living in the City of Carrollton shall stay at their place of residence, except as allowed by this Ordinance. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six (6) feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Travel, Essential Activities, to provide or perform Essential Governmental Functions, or to operate Essential Businesses, all as herein after defined in this Ordinance.

3. All businesses operating within the City of Carrollton, except Essential Businesses as hereinafter defined, are required to close to the public. For clarity, businesses may continue operations consisting exclusively of the following, as long as social distancing of at least six feet (6') is maintained between all employees and contractors during the activities and all employees and contractors are wearing a Nose and Mouth Covering, as defined herein:

- A. Performing activities at their own residences (i.e. working from home);
- B. Operations necessary to process payroll and employee benefits, and maintain security, upkeep, and maintenance of premises, equipment or inventory, including but not limited to the care and maintenance of livestock or animals;
- C. IT or other operations that facilitate employees working from home;
- D. Facilitate online or call-in sales performed by employees in a store or facility closed to the public;
- E. In-store repair services performed by employees in a store or facility closed to the public.

To the greatest extent possible, all Essential Businesses shall maintain six foot (6') social distancing for both employees and the general public and both the employees and public are wearing a Nose and Mouth Covering.

4. That this Ordinance hereby orders that a restaurant with or without drive-in or drive-through services; drive-in restaurant; drive-through restaurant; liquor stores; or microbrewery, micro-distillery, or winery may only provide take out, delivery, or drive-in or drive-through services as allowed by law. In no event shall more than ten (10) non-employees be present inside of a business covered by this section at any one time. All employees and non-employees shall wear a Nose and Mouth Covering.

5. All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this ordinance prohibits the gathering of members of a household or living unit.

6. All elective medical, surgical, and dental procedures are prohibited anywhere in the City of Carrollton. Hospitals, ambulatory surgery centers, dental offices, and other medical facilities are directed to identify procedures that are deemed "elective" by assessing which procedures can

be postponed or cancelled based on patient risk considering the emergency need for redirection of resources to COVID-19 response.

7. If someone in a household has tested positive for COVID-19, the household is ordered to isolate at home. Members of the household cannot go to work, school, or any other community function until cleared by a medical professional but may seek medical services as needed from medical personnel and facilities.

8. Nursing homes, retirement, and long-term care facilities are to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.

9. Individuals experiencing homelessness are strongly urged to obtain shelter and maintain social distancing of six feet (6') when feasible. If a homeless person is sheltered and exhibits symptoms or is diagnosed, the shelter's isolation center shall be deemed the residence of the homeless person solely for the purpose of complying with the requirements of this Ordinance. Medical personnel shall make the decision whether any other shelter residents shall be required to isolate based on potential exposure. Available shelters, to the maximum extent practicable, must use COVID-19 risk mitigation practices in their operations.

10. During the term of this Ordinance, no person shall sell any of the following goods or services for more than the price the person was charged for the goods or services on April 7, 2020:

- A. Groceries, beverages, toilet articles, ice;
- B. Restaurant, cafeteria, and boarding-house meals; and
- C. Medicine, pharmaceutical, and medical equipment and supplies.

11. Definitions:

- A. For purposes of this ordinance, individuals may leave their residence only to perform any of the following "Essential Activities":
 - i. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for example, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies needed to work from home).
 - ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet and livestock supplies, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences). It is strongly recommended that households, to the greatest extent possible, send only one

person to businesses for the purpose of picking up food or other essential items.

- iii. To engage in outdoor activity, provided the individuals comply with social distancing requirements of six (6) feet (for example, walking, biking, hiking, golfing, or running).
- iv. To perform work providing essential products and services at an Essential Business, to otherwise carry out activities directly related to government or health care response to the COVID-19 pandemic, or to otherwise carry out activities specifically permitted in this ordinance.
- v. To care for a family member or pet in another household.

B. For purposes of this Ordinance, “Essential Businesses” means:

- i. **Essential Health Care Services.** Healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, substance abuse providers, blood banks, medical research, or any related and/or ancillary healthcare services, veterinary care provided to animals. Home-based care for seniors, adults, or children. Residential facilities and shelters for seniors, adults, and children. Healthcare operations do not include fitness and exercise gyms and similar facilities. Healthcare operations do not include elective medical, surgical, and dental procedures as established in accordance with this ordinance.
- ii. **Essential Government Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety, and welfare of the public. All Essential Government Functions shall be performed in compliance with social distancing requirements of six (6) feet, to the extent possible.
- iii. **Essential Critical Infrastructure.** Work necessary to the operations and maintenance of the sixteen (16) critical infrastructure sectors as identified by the National Cybersecurity and Infrastructure Agency (CISA) including public works construction, residential and commercial construction, water, sewer, gas, electrical, oil refining, roads and highways, public transportation and other private transportation providers such as Uber and Lyft that provide transportation services necessary for the performance of essential activities, essential businesses, essential infrastructure, and essential government function, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), financial

institutions, defense and national security related operations, and essential manufacturing operations.

- iv. **Essential Retail.** Food service providers, including grocery stores, warehouse stores, other retail stores, bodegas, gas stations, convenience stores, and farmers' markets that sell food products and household staples, and pet and feed stores. Businesses not open to the public that ship or deliver groceries, food, goods or services directly to residences. Liquor stores and restaurants and other facilities that prepare and serve food, but only for delivery, take out, drive-in, drive-through or carry out. Schools and other entities that typically provide free services to students or members of the public on a pick-up and take-away basis only. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospital and medical facilities. Laundromats, dry cleaners, and laundry service providers. Businesses that supply products needed for people to work from home, including businesses providing mail, shipping, and post office boxes. Businesses that supply products necessary for essential repairs and maintenance of a home or business. Hotel, motels, and shared rental units, except that all bars, cafes, or restaurants are closed except for pick-up and room service. Businesses that provide for the delivery of, or preparation of, vehicles.
- v. **Providers of Basic Necessities to Economically Disadvantaged Populations.** Social services and charitable organizations that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals; that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise vulnerable individuals.
- vi. **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** Trash and recycling collection, processing and disposal, mail and shipping services, building cleaning and maintenance, auto repair, warehouse/distribution and fulfillment, and storage for essential businesses. Plumbers, pool services, security services, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences, Essential Activities, and Essential Businesses. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities. Businesses that supply other essential businesses with support or supplies needed to operate.
- vii. **News Media.** Newspapers, television, radio, and other media services.

- viii. **Financial Institutions.** Banks and related financial institutions, consumer lenders, sales and finance lenders, credit unions, appraisers, and title companies.
- ix. **Real Estate Transactions.** Services related to current real estate transactions. As much business as possible shall be conducted with web-based technology to limit in-person contact.
- x. **Childcare Services.** Childcare facilities providing services that enable employees who perform Essential Activities or work for an Essential Business to work as permitted.
- xi. **Animal Shelters, Zoos, and Other Businesses that Maintain Live Animals.** Businesses that maintain and care for live animals are not permitted to allow any visitors or patrons but may continue to operate to the extent necessary to provide the necessary care for the animals. Nothing in this section shall prohibit a non-employee from entering the premises to perform a health care service or another Essential Business service.
- xii. **Construction.** Construction under a valid permit issued by a governmental entity.
- xiii. **Funeral Services.** Funeral homes, crematoriums, and cemeteries may operate but no more than ten (10) non-employees may be present at the same time.
- xiv. **Wedding Services.** Weddings may be held, but no more than ten (10) persons may be present at any one time. Social distancing is required. Weddings may not be held inside a City building.
- xv. **Worship Services.** No in-person worship services are permitted within a structure or worship building. Needed staff can attend to produce audio/video services for transmission. All houses of worship are encouraged to seek out “creative means”, such as drive-in services or curbside communion or confession, as set forth in the April 1, 2020, guidance issued by Governor Greg Abbott and Attorney General Ken Paxton at:

<https://www.texasattorneygeneral.gov/sites/default/files/images/admin/2020/Press/AG%20Guidance%20for%20Houses%20of%20Worship%20During%20the%20COVID-19%20Crisis.pdf>
- xvi. **Moving Supply Services.** Businesses that provide residential and/or commercial moving services and necessary moving supplies.

- C. **Essential Travel.** For the purposes of this Ordinance, “Essential Travel” includes travel for any of the following purposes. Individuals engaged in any Essential Travel must comply with all Social Distancing Requirements as defined in this Section.
- i. Any travel related to the provision of or access to Essential Activities, Essential Governmental Functions, and Essential Businesses;
 - ii. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons;
 - iii. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services;
 - iv. Travel to return to a place of residence from outside the jurisdiction;
 - v. Travel required by law enforcement or court order;
 - vi. Travel by church staff/clergy for the purpose of production of remote delivery of religious services and other ministries requiring travel;
 - vii. Travel related to attending a funeral service; or
 - viii. Travel required for non-residents to return to their place of residence outside the City. Individuals are strongly encouraged to verify that their transportation out of the City remains available and functional prior to commencing such travel.
- D. **Nose and Mouth Covering.** Because an infected person can transmit the COVID-19 virus to others before showing any symptoms, the covering of a person’s nose and mouth is necessary to help slow the spread of the virus. Effective at 11:59 p.m. on April 21, 2020, to the greatest extent possible, all persons over the age of two (2) shall wear some form of covering over their nose and mouth, such as a homemade mask, scarf, bandana, or handkerchief, when patronizing an Essential Business or using public transportation. Parents and Guardians of children under ten (10) shall be responsible for appropriately masking children pursuant to this Ordinance. To the greatest extent possible, all non-medical employees who work at an Essential Businesses or perform services that are exempt under this Ordinance must wear face coverings over their noses and mouths while performing their work. An owner or operator of an Essential Business may refuse admission or service to any individual who fails to wear nose and mouth covering. Wearing a nose and mouth covering is not a substitute for maintaining six feet (6’) social distancing and hand washing, as these remain important steps to slowing the spread of the virus.

12. This Ordinance hereby authorizes the use of all lawfully available enforcement tools.

13. This Ordinance incorporates the DCHHS Social Distancing Recommendations, as amended, as if set forth verbatim herein.

14. This Ordinance sets forth strong recommendations, attached hereto, for the purpose of mitigating the spread of COVID-19.

15. In accordance with Attorney General Opinion KP-0296, nothing in this Ordinance shall be construed to prohibit or regulate the transfer, possession, or ownership of firearms, or commerce in firearms.

SECTION 3.

The City Manager, or her designee shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to, or duties imposed upon the City Manager or her designee, may be delegated by her to a designated city official, the Carrollton Police Department, Carrollton Fire Rescue, code enforcement, and other city personnel or authorized representatives

SECTION 4.

Pursuant to the Texas Disaster Act of 1975, the Emergency Management Chapter of the Code of the City of Carrollton, and Chapter 81, Section 121.006 of the Texas Health and Safety Code, that nursing homes, assisted living facilities, and other residential facilities engaged in the health care of seniors, adults, or children, will comply with instructions and requests of the City's fire chief or emergency management coordinator, working in conjunction with the Local Health Authorities, that relate to the spread and response to COVID-19. All healthcare operations, including hospitals and the facilities named in this paragraph, will abide by any instructions given by the City's fire chief or emergency management coordinator relative to reporting of information related to the COVID-19 response, when requested.

SECTION 5.

This Ordinance shall take effect at 11:59 pm on April 7, 2020, unless otherwise provided by law, and shall be in effect until May 12, 2020 at 11:59 pm.

SECTION 6.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this Ordinance commits an offense that is considered a class C misdemeanor and each day the violation continues shall be a separate offense punishable by a fine of not more than \$500. A culpable mental state is not required for the commission of an offense under this ordinance and need not be proved. The penalty provided for in this Ordinance is in addition to any other remedies that the City may have under City ordinances and state law.

SECTION 7.

All of the regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of the Ordinance, acting for the City of Carrollton in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 8.

Any violation of this Ordinance can be enjoined by a suit filed in the name of the City of Carrollton in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Ordinance or in the Code of the City of Carrollton.

SECTION 9.

This Ordinance shall be cumulative of all other ordinances of the City, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 10.

The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11.

This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the City Charter.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carrollton, Texas, on this the 21 day of April, 2020.

CITY OF CARROLLTON, TEXAS

Kevin W. Falconer, Mayor

ATTEST:

Laurie Wilson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney



Agenda Memo

Agenda Date: 4/21/2020

Version: 1

Status: Public Forum

In Control: City Council

File Type: Public Forum

Agenda Number: 26.

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 wanting to speak should join through Zoom by visiting <https://zoom.us/j/91043381939?pwd=UIBRMFBYVzlZZm9hKzZ4OGorZ0kxZz09;> Password: 221981; Or by calling one-tap :1-346-248-7799, Webinar ID: 910 248 1939. Speakers must state their name and address, direct their comments to the presiding officer rather than to individual Council members or staff; speak clearly into their device; Speakers will be allowed 2 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks, 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.