## **City of Carrollton**

1945 E. Jackson Road Carrollton, TX 75006



### **REGULAR WORKSESSION & MEETING**

Tuesday, July 7, 2015 5:45 PM

**CITY HALL, 2nd Floor** 

## **City Council**

Mayor Matthew Marchant
Mayor Pro Tem Anthony Wilder
Deputy Mayor Pro Tem Doug Hrbacek
Councilmember James Lawrence
Councilmember Bob Garza
Councilmember Glen Blanscet
Councilmember Steve Babick
Councilmember John Sutter

#### \*\*\*PRE-MEETING / EXECUTIVE SESSION\*\*\*

#### 5:45 P.M. - COUNCIL BRIEFING ROOM

- 1. Receive information and discuss Consent Agenda.
- **2.** Council will convene in <u>Executive Session</u> 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.
- Council will <u>reconvene in open session</u> to consider action, if any, on matters discussed in the Executive Session.

#### \*\*\*WORKSESSION\*\*\*

4. Mayor and Council reports and information sharing.

#### \*\*\*REGULAR MEETING 7:00 PM\*\*\*

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### **PRESENTATIONS**

5. Present A Proclamation Declaring July As Park & Recreation Month.

#### **PUBLIC FORUM**

6.

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

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

#### **CONSENT AGENDA**

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

#### **MINUTES**

\*7. Consider Approval Of The June 23, 2015 Regular Meeting Minutes.

#### **BIDS & PURCHASES**

- \*8. Consider Approval Of The Purchase Of eBooks From Vendor 3M Cloud Library In An Amount Not To Exceed \$45,000.00.
- \*9. Consider Approval Of The Purchase Of A US Digital Fire Station Alerting

  System And Associated Equipment From SHI Government Solutions

  Through BuyBoard In An Amount No To Exceed \$278,408.00.

#### **CONTRACTS & AGREEMENTS**

\*10. Consider Authorizing The City Manager To Enter Into A Contract To

Purchase 1.58 Acres Of Land At 1410 Fannidella Drive, Being The

Fannidella Apartments, Block A, Lot 1, City Of Carrollton, Dallas County,

Texas For An Amended Price of \$1,980,000.00.

- \*11. Consider Authorizing The City Manager To <u>Approve A Contract With</u>

  <u>Bluestone Partners, LLC For The Senior Center Expansion Project</u> In An Amount Not To Exceed \$1,536,925.00.
- \*12. Consider Authorizing The City Manager To Approve Change Order No. 2 In

  The Amount Of \$50,290.34 With Schmoldt Construction Company To

  Accommodate A Design Change To The Fountain For The Town Square

  And Pioneer Park Project For A Revised Contract Amount of \$853,898.92.
- \*13. Consider Modification Or Cancellation Of The Contract With Eagle Golf

  <u>Due To Force Majeure.</u>

#### **ORDINANCE**

\*14. Consider An Ordinance Authorizing The Abandonment And Vacation Of A
20.00 Foot Portion Of An Alley Recorded By Plat In The Dallas County
Official Public Record, Instrument #201200174335 Located Between Lot 1,
Block A And Lot 2, Block A Of The Carrollton Heights, Phase 2 Addition;
And Providing An Effective Date On And After Its Adoption And
Publication.

#### RESOLUTIONS

- \*15. Consider A Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With RDL Property, LP.
- \*16. Consider <u>A Resolution To Rename The Soccer Complex, Rename Three</u>
  <u>Individual Fields, And Name A Street At McInnish Park Sports Complex.</u>

#### **PUBLIC HEARING-CONSENT AGENDA**

- \*17. Hold A Public Hearing And Consider A Resolution Adopting The Analysis

  Of Impediments To Fair Housing And Program Year 2015 Community

  Development Block Grant (CDBG) One-Year Plan Of Action And Budget.
- \*18. Hold A Public Hearing And Consider An Ordinance To Rezone To Amend A
  Special Use Permit For A Used Car Dealership With Special Conditions To
  Expand The Use To An Adjoining Lot Generally Located At The
  Southwest Corner of Hutton Drive and Belt Line Road; Amending
  Accordingly The Official Zoning Map. Case No. 06-15SUP1 Certified
  Autoplex/KM Midway Real Estate. Case Coordinator: Michael McCauley.

#### **PUBLIC HEARING - INDIVIDUAL CONSIDERATION**

19. Hold A Public Hearing And Consider An Ordinance To Rezone To Establish A New Planned Development District For The (SF-8.4/16) Single-Family (MF-18)Multi-Family Residential Districts With And Modified **Development Standards Along** A Section Of Crosby Road Between 05-15Z3 Crosby Parkside Drive And Perrv Road. Case No. Road Residential Infill PD/City Of Carrollton. **Coordinator:** Case Michael

20. Hold A Public Hearing And Consider An Ordinance To Rezone To Establish

A New Planned Development District For The (SF-7/14) Single-Family

Residential District With Modified Development Standards Along The

West Side Of A Section Of Denton Drive, Generally Between West Russell

Avenue And Pear Street. Case No. 05-15Z2 Denton Drive Residential Infill

PD/City Of Carrollton. Case Coordinator: Michael McCauley.

#### **OTHER BUSINESS**

McCaulev.

21. Consider An Appeal Of The Denial Of A Major Alternate Standard Plan For Development Standards Different From Those Of Article XX (TC) Transit Center District Of The Comprehensive Zoning Ordinance For An Approximately 4-Acre Tract Located At The Northwest Corner Of Broadway And College Avenue And Currently Zoned For The (TC) Transit Center District, Urban Core Sub-District. Case No. 05-15MD1 Carrollton Crossing (Maj. Alt. Standard)/Realty Capital Management, LLC. Case Coordinator: Christopher Barton.

Consider A Major Alternate Standard Plan For Development Standards

Different From Those Of Article XX (TC) Transit Center District Of The

Comprehensive Zoning Ordinance For An Approximately 4-Acre Tract

Located At The Northwest Corner Of Broadway And College Avenue And

Currently Zoned For The (TC) Transit Center District, Urban Core

Sub-District. Case No. 05-15MD1 Carrollton Crossing (Maj. Alt.

Standard)/Realty Capital Management, LLC. Case Coordinator:

Christopher Barton.

#### **REGULAR WORKSESSION & 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 2nd day of July 2015 at 5:00pm.

Krystle F. Nelinson Krystle F. Nelinson, 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.



## **City of Carrollton**

#### **Agenda Memo**

File Number: 2096

Agenda Date: 7/7/2015 Version: 1 Status: Presentations

In Control: City Council File Type: Presentation

Agenda Number: 5.

CC MEETING: July 7, 2015

**DATE:** June 25, 2015

TO: Leonard Martin, City Manager

FROM: Scott Whitaker, Parks & Recreation Director

Present A Proclamation Declaring July As Park & Recreation Month.

#### **BACKGROUND:**

The National Recreation and Park Association is celebrating its 50th anniversary this year, as well as 30 years of Park and Recreation Month recognizing the enduring importance of parks and recreation for the world. From the start, parks were created to serve the people - to give them a place to appreciate nature, exercise, socialize and have fun. This mission lives on and will continue to intensify into the future. This July, let's celebrate the past, present and future of parks and recreation.

## PROCLAMATION JULY PARKS AND RECREATION MONTH



WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Carrollton; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Carrollton recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that July is recognized as Park and Recreation Month in the City of Carrollton.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Carrollton to be affixed this 7th day of July 2015.

Matthew Marchant, Mayor



## **City of Carrollton**

### **Agenda Memo**

File Number: 2111

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Minutes

Agenda Number: \*7.

CC MEETING: July 7, 2015

**DATE** June 30, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Krystle F. Nelinson, Management Analyst/City Secretary

Consider Approval Of The June 23, 2015 Regular Meeting Minutes.

# CARROLLTON CITY COUNCIL REGULAR WORKSESSION AND MEETING JUNE 23, 2015

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, June 23, 2015 at 5:45 p.m. with the following members present; Mayor Matthew Marchant, Mayor Pro Tem Anthony Wilder, Councilmembers Bob Garza, John Sutter, Glen Blanscet and James Lawrence. Deputy Mayor Pro Tem Doug Hrbacek and Councilmember Steve Babick were absent. Also present were City Manager Leonard Martin, Assistant City Managers Marc Guy, Bob Scott and Erin Rinehart, City Attorney Meredith A. Ladd and City Secretary Krystle Nelinson.

#### 5:45 P.M. – COUNCIL BRIEFING ROOM

\*\*\*PRE-MEETING\*\*\*

Mayor Marchant called the meeting to order at 5:52 p.m.

1. Receive information and discuss Consent Agenda.

#### \*\*\*WORKSESSION\*\*\*

4. Discuss August-October 2015 Council Meeting Calendar Dates.

No changes were noted.

5. Discuss Update On Flooding And Response.

Mayor Marchant thanked City Manager Martin, Police Chief Redden, Fire Chief Murphy, Bob Kopp and the whole team for the preparation on the projected flood the previous week.

Chief Murphy reviewed the weather preparations and reviewed the observations of the river flooding. He reported impacts of the river flooding to Indian Creek Golf Course, McInnish Park, Wholesale Nursery, Sandy Lake Amusement Park and the Sandy Lake RV Resort and provided photos of the water level. Emergency Management Coordinator Elliott Reep reviewed recovery operations noting initial flooding costs to the City of approximately \$10,127,200 which did not include personnel overtime costs. He also addressed FEMA assistance declarations and long term recovery plans. Damages that were a result of the June 19 flooding would be a separate submittal. Mr. Martin underscored that Metrocrest Services had been a phenomenal partner during the flooding events. Mr. Elliott explained that FEMA awards 75% cost recovery of items they deem an allowable expense. He stated there might also be grant funds that the City would be eligible for that would assist the City in making improvements that would reduce the possibility of a future flooding event. He stated they would also submit estimates of lost revenue but lost revenue may not be considered. With regard to the condition of the golf course, Erin Rinehart reported that 80% of the fairways were still under water. She stated they would be doing some minimal clean up in order to assess the course and would return to the Council for direction.

#### 6. Discuss Solid Waste Residential And Apartment Rates Charged To Customers.

Bob Scott reviewed the residential base service rates, FY 16 rates, benchmark data and options for adjustments to City's portion of the rate as well as apartment rates. He noted that Carrollton offers a higher than average service level and stated that staff was requesting guidance from the Council to begin developing the proposed budget.

Mayor Pro Tem Wilder stated that he would like to see all alley replacements paid from the solid waste fund. He stated that that since solid waste vehicles are the largest contributor to the alley deterioration, it would be appropriate for the solid waste rate to completely fund the replacements. Cesar Molina, Director of Engineering, said that the City spends \$1.25 million in alley replacement. Scott added that the City would have to transfer approximately \$500,000 from the general fund to cover the \$1.25 million cost for alley support. Mayor Marchant said that the proposed rate, under that suggestion, would move the new rate to either \$19.95 or \$20.05, but noted that it could be changed during the budget discussions if needed. Discussion was held with regard to the variables as well as the expected increase in the water rate. Agreement was reached to proceed with the increase on the apartments.

## 7. Discuss Preliminary Concepts For Infrastructure Aesthetics And Design Standards At Targeted Entry Locations.

Ravi Shah, Director of Development Services, listed the options before the Council. Mayor Marchant stated he felt the project was about improving and beautifying the key intersections with the distinction between the other cities being implied rather than distinctive. A consensus was reached in favor of Option 3 to seek a more conventional design approach with xeriscaping.

#### 8. Discuss A Regulatory Overview Of The City's 2013-2018 Stormwater Program.

Scott Hudson, Environmental Services Director, advised that the stormwater pollution prevention regulations are an essential component of the federal Clean Water Act. These rules prohibit the discharge of any pollutant to surface waters of the United States unless authorized by a permit. Stormwater runoff in Carrollton which flows into the City's drainage channels, creeks and into the Trinity River is covered by a stormwater permit reissued by the TCEQ on February 25, 2015 based on their evaluation of the Stormwater Permit Notice of Intent and the City's Stormwater Management Plan. He provided a brief overview of the City's compliance plan and the minimum control measures required by the City's stormwater permit. He advised that revisions to the stormwater ordinance could be expected to be brought to Council before the end of the calendar year.

#### 9. Discuss Council Liaison Appointments.

Mayor Marchant distributed a spreadsheet with recommended assignments noting that he tried to give everyone their first choice. He noted that the Metrocrest Medical Foundation was in the process of being dissolved and was therefore removed from the list of assignments. No objections were raised.

#### 10. Mayor and Council reports and information sharing.

Mayor Marchant adjourned the Work Session at 7:40 pm to convene the Executive Session.

#### \*\*\*EXECUTIVE SESSION\*\*\*

- **2.** Council convened in **Executive Session** at **7:40 p.m.** pursuant to Texas Government Code:
  - <u>Section 551.071</u> 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.
    - Hamrla, et al v. City
    - Camelot Landfill Application
- **3.** Council **reconvened in open session at 7:43 p.m.** to consider action, if any, on matters discussed in the Executive Session. No action taken.

#### \*\*\*WORKSESSION\*\*\*

Mayor Marchant reconvened the Worksession at 7:43 to further discuss Item 4.

4. Discuss August-October 2015 Council Meeting Calendar Dates.

Consensus was reached to meet once in October on October 13 rather than October 6 due to National Night Out events.

Mayor Marchant adjourned the Worksession at 7:45 p.m. to convene in Regular Meeting.

#### \*\*\*REGULAR MEETING 7:00 PM\*\*\*

Mayor Marchant called the Regular Meeting to order at 7:50 p.m.

INVOCATION - Councilmember Glen Blanscet

PLEDGE OF ALLEGIANCE - Councilmember Bob Garza

#### **PUBLIC FORUM**

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

with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

#### **CONSENT AGENDA**

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

Mayor Pro Tem Wilder moved approval of Items 12-21, with modification to Item #19 adding the following language to the first sentence of Section 2.05: "provided that the pricing obtained by TPEA is considered competitive, favorable, and generates considerable savings over the member's current pricing"; second by Councilmember Blanscet and the motion was approved with a unanimous 5-0 vote.

#### **MINUTES**

\*12. Consider Approval Of The June 9, 2015 Regular Meeting Minutes.

#### **BIDS & PURCHASES**

- \*13. Consider Approval Of The Replacement Of City Hall Council Chambers Carpet From Business Flooring Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$19.932.82.
- \*14. Consider Approval Of Quote For City Hall Council Chambers Chair Replacement To Krueger International Through An Inter-Local Agreement With Texas Multiple Award Schedule In An Amount Not To Exceed \$39,478.70.
- \*15. Consider Approval Of The Purchase Of A Cobra.net Information Aggregation And Sharing System From Cody Systems In An Amount Not To Exceed \$42,000.00.
- \*16. Consider Approval For The Purchase Of Infield Mix Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$89,000.00.

#### RESOLUTIONS

- \*17. Consider A Resolution Accepting The Investment Strategies And Investment Officers Second Quarter Report For Period Ended March 31, 2015.
- \*18. Consider A Resolution Authorizing The City Manager To Enter Into A Contract With Emergicon, LLC, For Ambulance Billing And Collection Services Based On Interlocal Agreement With The City of Coppell.
- \*19. Consider A Resolution Authorizing The City Manager To Participate In Texas Public Energy Alliance And To Authorize The City Manager To Enter Into An Electricity Contract With Awarded Retail Electric Provider.

- \*20. Consider A Resolution Authorizing The City Manager To Execute An Agreement With The City Of Dallas, As Fiscal Agent, And The County Of Dallas, For The 2015 Byrne Justice Assistance Grant Program Award.
- \*21. Consider A Resolution Adopting An Expanded Single-Family Minor Home Repair Policy For The Neighborhood Empowerment Zones.

#### **OTHER BUSINESS**

22. Consider An Extension Of The Declaration Of Disaster Proclamation.

The item was unnecessary – no action.

#### **ADJOURNMENT**

Mayor Marchant reminded the public about the opening of the Downtown Square Park on Saturday evening and adjourned the meeting at 7:55 p.m.

ATTEST:		
Krystle Nelinson, City Secretary	Matthew Marchant, Mayor	_



### **City of Carrollton**

#### Agenda Memo

File Number: 2112

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Bid/Purchases

Agenda Number: \*8.

CC MEETING: July 7, 2015

**DATE:** June 30, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Sue Haas, Library Director

Consider <u>Approval Of The Purchase Of eBooks From Vendor 3M Cloud Library</u> In An Amount Not To Exceed \$45,000.00.

#### **BACKGROUND:**

The Library is bringing this to Council for approval because the demand for eBooks has exceeded expectations due to the ease of the new 3M Cloud eBook Service and the public interest in general in reading loaned books in digital format. The Library migrated from the Axis 360 eBooks hosting service to 3M Cloud eBooks Library in March 2015. The 3M Cloud Library offers a significantly better customer friendly environment and more knowledgeable technical experience. Adapting to expectations of our customers, Librarians intend to select and purchase eBooks from this vendor in an amount not to exceed \$45,000.

As a point of information: 3M Cloud was selected as the Library's new eBook vendor for the factors stated above and for its reasonable hosting fee. 3M's hosting fee fell at the midpoint when the three major eBook vendors were contacted and provided quotations.

#### **Vendor Quote for Hosting Fee (eBooks collection)**

3M Cloud Library \$2,500 1st year / \$5,000 2nd year --

Axis 360 \$4,000 per year Overdrive \$8,000 per year

#### FINANCIAL IMPLICATIONS:

Publishers of eBooks offer the same price for their eBook titles, regardless of which hosting service a Library uses. Regular allocated capital budget funds are funding these additional eBook purchases.

#### IMPACT ON COMMUNITY SUSTAINABILITY:

Library management will continue to obtain and track statistics on the number of check-outs

and determine whether a title should be purchased in print, as an eBook or in both formats.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the City Council approve eBook purchases in an amount not to exceed \$45,000 with this vendor.



## **City of Carrollton**

#### Agenda Memo

File Number: 2102

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Bid/Purchases

Agenda Number: \*9.

CC MEETING: July 7, 2015

**DATE:** June 30, 2015

**TO:** Leonard Martin, City Manager

**FROM:** John G. Murphy, Fire Chief

Consider Approval Of The Purchase Of A US Digital Fire Station Alerting System And Associated Equipment From SHI Government Solutions Through BuyBoard In An Amount No To Exceed \$278,408.00.

#### **BACKGROUND:**

This agenda item is for the purchase of a US Digital Fire Station Alerting System with a software package to be utilized at each of Carrollton Fire Rescue's eight fire stations. The purchase price includes a contingency allowance of 3% in the amount of \$8,109.00. The US Digital Fire Station Alerting System and associated equipment will be purchased from SHI Government Solutions through BuyBoard. This interlocal agreement meets all State of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

The new Fire Station Alerting System is part of the transition to the new North Texas Emergency Communications Center (NTECC) and includes eight station controllers, eight voice alert software packages, and related peripheral equipment required to outfit the eight fire stations.

#### FINANCIAL IMPLICATIONS:

The Fire Station Alerting System and associated equipment will be purchased from the account indicated below.

<u>CAPITAL ACCOUNT</u>
854105 - 116210199

<u>BUDGET AMOUNT</u>
\$278,408.00

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the purchase of a US Digital Fire Station Alerting System and associated

equipment from SHI Government Solutions through BuyBoard in an amount not to exceed \$278,408.00.



## **City of Carrollton**

#### Agenda Memo

File Number: 2097

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type:

Contracts/Agreements

Agenda Number: \*10.

CC MEETING: July 7, 2015

**DATE:** July 1, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Peter J. Braster, Senior Development Manager

Consider Authorizing The City Manager To Enter Into A Contract To Purchase 1.58 Acres Of Land At 1410 Fannidella Drive, Being The Fannidella Apartments, Block A, Lot 1, City Of Carrollton, Dallas County, Texas For An Amended Price of \$1,980,000.00.

#### **BACKGROUND:**

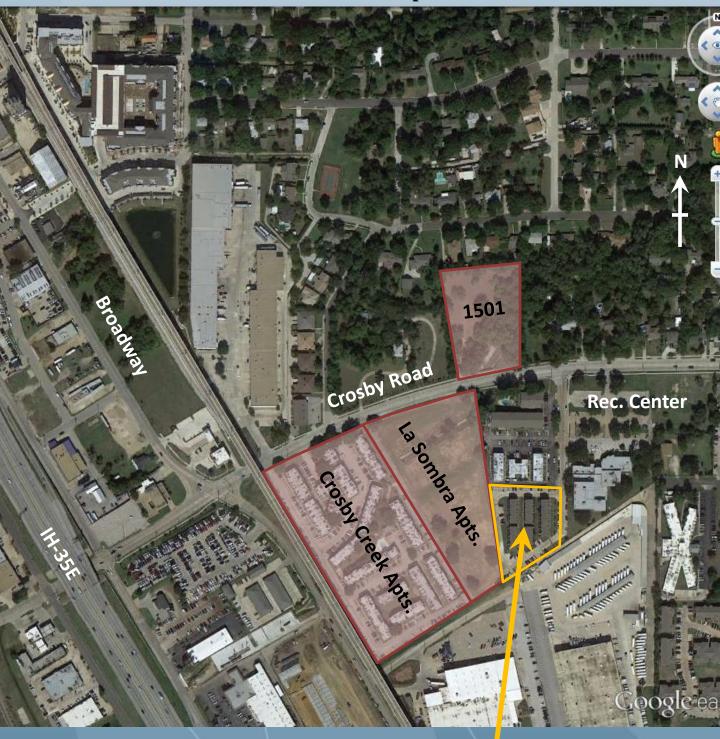
City Council approved the purchase of the property on November 18, 2014. The approved resolution authorized the City Manager to enter into a contract to purchase the property for \$1,880,000. In the intervening seven months, the contract execution was stymied by the owner's reluctance to agree to the City's contract terms (i.e. managing the lease-down of the property, the timeline for closing, and the price). Staff, with the aid of the City's commercial real estate broker, worked through all of the contract terms with the owner to a mutual satisfaction. The last remaining item is the owner's request for an additional \$100,000. The revised purchase price is within current market pricing for similar apartment projects in Carrollton. The owner has signed and executed the contract based on the revised price.

On July 1, 2015 the City Council TOD Sub-Committee reviewed this item and recommends that Council approve the purchase at the amended price.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council authorize the City Manager to enter into a contract to purchase 1.58 acres of land at 1410 Fannidella Drive, being the Fannidella Apartments, Block A, Lot 1, City of Carrollton, Dallas County, Texas for an amended price of \$1,980,000.00.

# **Attachment A Location Map**



**City Property** 

Subject Property

Fannidella Townhomes

## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") dated for reference purposes only as of June 2, 2015, is made by and between **BETTER INC.**, a domestic for-profit corporation in the State of Texas, hereinafter referred to as "Seller", and **CITY OF CARROLLTON**, hereinafter referred to as "Purchaser", upon the terms, provisions and conditions set forth herein. The date this Agreement is executed by the last of Purchaser and Seller shall be the "Effective Date" hereof.

IN CONSIDERATION of the mutual covenants and obligations of the parties set forth in this Agreement, Seller and Purchaser hereby agree as follows:

- 1. <u>Purchase and Sale</u>. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, for the Purchase Price (as defined below), and on the terms and conditions set forth herein, the following:
- (a) Real Property. All that certain real property located in the City of Carrollton, State of Texas, having a property address of **1410 Fannidella Drive**, as more particularly described in Exhibit A attached hereto (the "Real Property");
- (b) Appurtenances. All rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Real Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores or rights-of-way in, on, across, in front of, contiguous to, abutting, adjoining or otherwise benefiting the Real Property (collectively, the "Appurtenances");
- (c) <u>Improvements</u>. All improvements and fixtures located on the Real Property, excluding any fixtures owned by tenants or leased by Seller from third parties, but including all buildings and structures presently located on the Real Property and all apparatus, equipment and appliances owned by Seller and used in connection with the operation or occupancy of the Real Property, including, without limitation, all appliances located in the common areas, all heating and air conditioning systems, parking and recreational facilities and services, refrigeration, ventilation, trash disposal or other utilities, facilities and/or services owned by Seller and located on the Real Property (collectively, the "Improvements");
- (d) <u>Personal Property</u>. All of the right, title and interest of Seller in and to all personal property owned by Seller and located on, in, or used in connection with, the Real Property and/or Improvements, including, without limitation, the items identified and described on Schedule I to <u>Exhibit C</u> attached hereto (the "Inventory");
- (e) <u>Intangible Property</u>. All of the right, title and interest of Seller in and to all intangible personal property owned by Seller and used in the ownership, use and operation of the Real Property, Improvements and/or Inventory, including, without limitation, the right to use any trademark and/or trade name used in connection with the Real Property or Improvements, all transferable licenses, permits, approvals, applications and warranties now in effect with respect to the Real Property, Improvements or Inventory; and all equipment leases, utility contracts,

maintenance contracts and all other similar agreements listed on Schedule I to <u>Exhibit E</u> attached hereto (collectively, the "Service Contracts"), and all other rights relating to the ownership, use and operation of the Property (as defined below) (collectively, the "Intangible Property"); and

(f) <u>Leases</u>. All right, title and interest of Seller in and to (i) all leases and other agreements to occupy the Real Property and/or the Improvements, or any portion thereof (collectively, the "Leases"), and (ii) all security deposits, prepaid rentals, cleaning fees and other refundable deposits or fees paid by tenants under the Leases to Seller, either pursuant to the Leases or otherwise (collectively, the "Lease Deposits").

All of the items described in <u>Paragraphs 1(a), (b), (c), (d), (e) and (f)</u> above shall hereinafter be collectively referred to as the "Property".

- 2. <u>Purchase Price</u>. Purchaser agrees to pay as the purchase price for the Property One Million Nine-Hundred and Eighty Thousand Dollars (\$1,980,000) (the "Purchase Price").
- 3. <u>Payment of Purchase Price</u>. The Purchase Price shall be paid to Seller by Purchaser as follows:
- (a) <u>Deposit.</u> Within three business days of the Effective Date, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to Two Hundred Thousand Dollars (\$250,000) (the "Earnest Money Deposit") to Chicago Title Insurance Company, 2001 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Daniel R. Tsakonas (the "Escrow Holder") \_\_\_\_\_\_\_\_\_. The proceeds of the Deposit (as defined below) shall be deposited and held by Escrow Holder as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. All interest accruing on the Deposit shall be held for the account of Purchaser. The Earnest Money Deposit will become non-refundable upon the expiration of the Due Diligence Period and released to Seller (except as provided in <u>Paragraph 7</u> hereof or in the event of Seller's breach of this Agreement) unless Purchaser has delivered a Disapproval Notice pursuant to and in accordance with <u>Paragraph 5(c)</u>. If the Closing (defined in <u>Paragraph 11(a)</u>) does not occur, the Earnest Money Deposit shall be treated as provided in <u>Paragraph 7 or 13</u>, as applicable.
- (b) Additional Deposit. In the event Purchaser approves the Due Diligence Items on or before the end of the Due Diligence Period (as defined in Paragraph 5 hereinbelow), Purchaser shall deposit with Escrow Holder, within two business days of the expiration of the Due Diligence Period or earlier acceptance of the condition of the Property, an additional amount equal to Five Hundred Thousand Dollars (\$500,000) (the "Good Faith Deposit") which shall, notwithstanding anything to the contrary contained in this Agreement, be immediately refunded to Purchaser upon the termination of this Agreement for any reason or credited against the Purchase Price at Closing, as applicable. The Good Faith Deposit shall remain with Escrow Holder until Closing or the earlier termination, whereupon the Good Faith Deposit shall be disbursed to Purchaser or credited against the Purchase Price, as applicable.
- (c) <u>Closing Payment</u>. The balance of the Purchase Price, as adjusted by the application of the Earnest Money Deposit and the Good Faith Deposit plus accrued interest thereon and by the prorations and credits specified herein, shall be paid in cash on the Closing

Date (as hereinafter defined) (the amount to be paid under this subparagraph (d) being herein called the "Closing Payment").

#### 4. Title and Survey Matters.

- (a) <u>Delivery of Survey and Title Documents</u>. Seller shall deliver the following items to Purchaser within the time period set forth herein:
- (i) <u>Survey</u>. On or prior to the Effective Date, Seller shall provide Purchaser with the existing survey of the Property ("Existing Survey") currently in the possession of Seller. Purchaser, should it elect to or be required to do so, will order an update to the Existing Survey at Purchaser's sole cost and expense. Seller shall give no affidavits and make no representations or warranties with respect to the Existing Survey to any third parties.
- (ii) <u>Title</u>. On or prior to the Effective Date, Seller shall provide Purchaser with any title report ("Existing Title Report") currently in the possession of Seller. Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser, at Seller's sole cost and expense:
- (A) A current title report ("Commitment") covering the Property issued by Chicago Title Insurance Company (which company, also acting in its capacity as the Escrow Holder hereunder, is called the "Title Company");
- (B) True, correct, and best available copies of any and all instruments referred to in the Commitment as constituting exceptions or restrictions upon the title of Seller (the "Exceptions," and together with the Commitment and the Existing Survey, the "Title Documents").
- Title and Survey Review; Approval Period. Purchaser shall have fifteen (15) days after receipt of the Title Documents (the "Title Review Period") to review the Title Documents and to deliver in writing to Seller and the Title Company its disapproval of the Title Documents or portions thereof and/or such objections (the "Title Objections") as Purchaser may have to anything contained in the Title Documents. Purchaser's failure to timely notify Seller of its disapproval of all or certain of the Title Documents and/or the Title Objections, if any, within the Title Review Period shall constitute approval of the Title Documents, all exceptions and of the condition of title to the Property. If Title Objections are delivered to Seller and the Title Company by Purchaser, Seller shall have five (5) days after receipt of Purchaser's Title Objections to give Purchaser, with respect to each Title Objection, (i) evidence satisfactory to Purchaser of the removal of the Title Objection or that the Title Objection will be removed or cured on or before the Closing (in which event such cure or removal shall be a condition precedent to Purchaser's obligation to proceed with the Closing); or (ii) notice that Seller elects not to remove or cure such Title Objection. Seller's failure to respond to Purchaser's Title Objections shall be deemed an election by Seller not to remove or cure such Title Objections. If Seller elects not to remove or cure any Title Objection, Purchaser shall, within five (5) days of Seller's election, either (i) waive such Title Objection and proceed with the Closing, or (ii) terminate this Agreement by written notice to Seller in accordance with Paragraph 7 hereof. Notwithstanding the foregoing, Seller shall remove or cure (A) consensual liens, judgments or other encumbrances granted by Seller after the Effective Date without Purchaser's written

- consent; (B) any consensual liens granted by Seller under a deed of trust or other security instrument securing indebtedness of Seller, (C) mechanic's or materialmens' liens arising by, through or under Seller, and (D) any unpaid taxes and special assessments for any years prior to the year of Closing (matters described in clauses (A) through (D) are collectively referred to herein as "Non-Permitted Liens").
- (c) <u>Conditions of Title</u>. At the Closing, Seller shall convey to Purchaser marketable title insurable at standard rates to the Real Property and Improvements by good and sufficient Deed (as defined in <u>Paragraph 11(c)(i)</u>), subject to no exceptions other than those title exceptions permitted herein, or as may be approved by Purchaser, provided, however: (a) any exception as to taxes shall be limited to taxes for the current year and subsequent years that are not yet due and payable, and (b) any exception for rights of tenants in possession of the Property shall be limited to the rights of tenants in possession of the Property as shown on the Rent Roll (as defined in <u>Paragraph 5(a)(iii)</u> below), as tenants only (collectively, the "Permitted Exceptions"). For purposes of this Agreement, the term "Permitted Exceptions" will exclude all Non-Permitted Liens.
- (d) <u>Title Policy</u>. Close of Escrow shall be conditioned upon the irrevocable commitment of the Title Company to issue, upon payment of its normal premium, a Standard Coverage Owner's Policy of Title Insurance, together with such endorsements thereto as may be requested by Purchaser, with full coverage against mechanics' and materialmen's liens and without exclusion from coverage for creditors' rights or bankruptcy, insuring Purchaser in the amount of the Purchase Price that fee simple title to the Real Property and Improvements is vested in Purchaser, subject only to the Permitted Exceptions (collectively, the "Title Policy"). Purchaser, at its election, may pay the additional premium to obtain an Extended Coverage Owner's Policy.

#### 5. <u>Due Diligence</u>; Other Conditions Precedent to Agreement.

(a) <u>Due Diligence Information</u>. Seller and Purchaser agree that Purchaser's obligation to proceed with the Closing is subject to satisfaction, approval or waiver by Purchaser, in its sole and absolute discretion, of all matters pertaining to the physical, structural, environmental, financial, economic or zoning conditions with respect to the Property, in accordance with this <u>Paragraph 5</u>, on or before 5 p.m. Central time on the 30<sup>th</sup> business day after Purchaser's receipt of the last of the Due Diligence Items (as defined below) set forth in clauses (i) through (ix) below (the "Due Diligence Period"), whichever is later. Purchaser acknowledges that Seller will deliver to Purchaser, on or prior to fifteen (15) days after the Effective Date, the following items (the "Due Diligence Items"):

#### (i) Intentionally omitted;

- (ii) A list of the Inventory owned by Seller and used in connection with the ownership, operation and use of the Property to the extent to be conveyed to Purchaser hereunder, to be updated and certified by Seller as true and correct at Closing;
- (iii) A current rent roll, to be updated and certified by Seller as true and correct at Closing, which shall indicate with respect to each Lease the leased premises, the tenant, rent, lease term, security deposit reconciliation and outstanding delinquencies, defaults or

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prepayments (if any) (the "Rent Roll");

- (iv) All environmental, soils or other studies or reports with respect to the environmental condition of the Property, including, without limitation, any Phase I Environmental Site Assessment reports that are in the possession of Seller; and any building plans and specifications in Seller's possession. Seller shall give no affidavits and make no representations or warranties with respect to any existing environmental reports to any third parties;
- (v) Any building permits or certificates of occupancy for the Improvements in the possession of Seller;
- (vi) All engineering reports, building and mechanical inspections made during Seller's ownership of the Property that are in the possession of Seller;
- (vii) All current Service Contracts and other contracts or agreements relating to the ownership, operation and maintenance of the Property that are in the possession or control of Seller;
- (viii) Copies of all non-residential Leases affecting the Property, and of the standard form of residential lease used in the operation of the Property; and
- (ix) Seller shall make all tenant leases, tenant correspondence and other leasing-related documentation, including, without limitation, tenant profiles or surveys (collectively the "Lease Documents"), available to Purchaser at the Property upon reasonable prior notice and during normal business hours throughout the Due Diligence Period.

All of the foregoing items described in this <u>Paragraph 5(a)</u>, and any other information provided to Purchaser during the Due Diligence Period, shall be hereinafter collectively referred to as the "Due Diligence Items."

- (b) Entry; Inspection. During the Due Diligence Period, Seller shall provide Purchaser with reasonable access to the Property, in accordance with the terms and conditions of this Paragraph 5(b), in order for Purchaser to conduct such inspections, tests and studies as Purchaser may elect of the physical condition of the Property, including, without limitation, inspection and testing for the presence of hazardous materials, and for structural, mechanical, seismic, electrical and other physical and environmental conditions and/or characteristics of the Property. Such access, inspections, tests and studies shall be permitted and conducted on the Property, in the manager's office or in a vacant unit, on the following terms and conditions:
- (i) Purchaser shall pay for all inspections, tests and studies ordered by Purchaser and provide Seller with copies of the findings of any such inspections, tests and studies.
- (ii) In connection with any entry by Purchaser or its agents, employees or contractors onto the Property, Purchaser shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to minimize interference with Seller's business on, and Seller's tenants' occupancy of, the Property,

specifically, to the extent permitted under applicable law, Purchaser shall take reasonable measures to prevent disclosure of the terms of this Contract to Seller's tenants.

- (iii) To the extent permitted by law, Purchaser shall indemnify and hold Seller harmless from and against all costs, expenses, damages, liabilities, liens or claims, including, without limitation, attorneys' fees and court costs, directly related to any entry on the Property by Purchaser, its agents, employees or contractors in the course of performing inspections, tests and/or inquiries provided for under this Agreement, or resulting from any conditions on the Property created by Purchaser's entry and testing (but not including any claims resulting from the discovery or disclosure of pre-existing physical or environmental conditions or the non-negligent aggravation of pre-existing physical or environmental conditions on, in, under or about the Property). The foregoing indemnity shall survive the Closing Date or earlier termination of this Agreement for a period of one (1) year.
- diligently and in good faith pursue, its due diligence reviews hereunder within the Due Diligence Period. If, prior to the expiration of the Due Diligence Period, based upon such review, examination or inspection, Purchaser determines in its sole and absolute discretion that it no longer intends to acquire the Property, then Purchaser shall promptly notify Seller of such determination in writing ("Disapproval Notice") whereupon this Agreement, and the obligations of the parties to purchase and sell the Property hereunder, shall terminate. If Purchaser fails to deliver the Disapproval Notice to Seller on or before the expiration of the Due Diligence Period, Purchaser shall be deemed to have approved of all of the foregoing matters, the Earnest Money Deposit shall be non-refundable to Purchaser (except as provided in Paragraph 7 hereof, or in the event of Seller's breach of this Agreement) and the transaction shall proceed to the Closing. In the event Purchaser sends Seller the Disapproval Notice on or prior to the expiration of the Due Diligence Period, this Agreement shall terminate and the Earnest Money Deposit and the Good Faith Deposit shall be released to Purchaser in accordance with the provisions of Paragraph 7 hereof.
- (d) Other Purchaser Conditions Precedent. In addition to Purchaser's approval of its due diligence reviews as provided in Paragraph 5(c) above, Seller and Purchaser agree that Purchaser's obligation to proceed with the Closing is subject to the satisfaction or waiver by Purchaser of the following conditions at or prior to the Closing:
- (i) Seller shall have delivered those items described in <u>Paragraph 11(c)</u> hereof as provided in this Agreement;
- (ii) Title Company shall be irrevocably committed to issue the Title Policy pursuant to Paragraph 4 hereof; and
- (iii) Each representation and warranty made by Seller in this Agreement shall be true, accurate and complete in all material respects as of the Closing Date.
- (e) <u>Seller's Conditions Precedent</u>. In addition to all other conditions to Seller's obligations in this Agreement, Seller and Purchaser agree that Seller's obligation to proceed with the Closing is subject to the satisfaction or waiver by Seller of the following conditions at or prior to the Closing:

- (i) Purchaser shall have deposited the Closing Payment into escrow;
- (ii) Purchaser shall have delivered those items described in <u>Paragraph 11(d)</u> hereof as provided in this Agreement; and
- (iii) Each representation and warranty made by Purchaser in this Agreement shall be true, accurate and complete in all material respects of as of the Closing Date.
- (f) Waiver of Conditions Precedent. The conditions set forth in Paragraphs 5(a), (b), (c) and (d) are for the exclusive benefit of Purchaser and the conditions set forth in Paragraphs 5(e) are for the exclusive benefit of Seller. If any of the conditions set forth in this Paragraph 5 have not been satisfied or waived within the period provided, this Agreement may be terminated by the party benefiting from such condition in accordance with Paragraph 7 hereof. The Closing pursuant to this Agreement shall be deemed a waiver by Purchaser of all unfulfilled conditions hereunder benefiting Purchaser and a waiver by Seller of all unfulfilled conditions hereunder benefiting Seller.
- 6. <u>Service Contracts</u>. Purchaser shall provide written notice to Seller no later than the expiration of the Due Diligence Period of those Service Contracts Purchaser wishes to assume. In addition, upon receipt of any New Service Contracts, as defined in <u>Paragraph 9(c)</u>, Purchaser shall thereafter have a period of thirty (30) days to provide written notice to Seller whether Purchaser wishes to assume such New Service Contracts. In the absence of such notice, Seller shall terminate all Service Contracts and any New Service Contracts prior to or at the time of Closing.
- 7. Termination of Agreement. If this Agreement is terminated pursuant to a termination right expressly set forth herein, then (a) within five (5) business days following such termination, Purchaser shall deliver to Seller all of the Due Diligence Items and upon Seller's receipt of the Due Diligence Items and any third party reports ordered or updated by Purchaser, Escrow Holder shall immediately release to Purchaser the Earnest Money Deposit and the Good Faith Deposit, plus all interest earned thereon, if any; (b) all documents deposited with the Escrow Holder by Purchaser shall be returned to Purchaser, and all documents deposited with Escrow Holder by Seller shall be returned to Seller; (c) no Broker's Fee shall be payable to Broker; (d) the parties shall equally share any cancellation fee of the Escrow Holder, and (e) neither party shall have any further obligations to the other hereunder, except for those obligations and indemnities which are expressly made to survive the termination.

#### 8. Representations and Warranties.

- (a) <u>Seller's Representations and Warranties</u>. Seller represents and warrants to Purchaser as follows:
- (i) To Seller's Actual Knowledge, the Rent Roll is true and correct in all material respects.
- (ii) To Seller's Actual Knowledge, as of the Effective Date, Seller has received no notice from any governmental authority with jurisdiction over the Property of any

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current violation by the Property of any laws, ordinances or regulations applicable to the Property, and Seller is in compliance with any past notices of past violations. Seller shall immediately provide Purchaser with a copy of any such notices received after the Effective Date.

- (iii) There is no material litigation pending or, to Seller's Actual Knowledge, threatened against Seller that arises out of the ownership of the Property.
- (iv) No condemnation or eminent domain proceedings are pending or, to Seller's Actual Knowledge, threatened against the Property.
- (v) Seller is a domestic for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Texas.
- (vi) This Agreement has been duly authorized, executed and delivered by Seller, constitutes a legal, valid and binding obligation of Seller, and does not violate any provisions of any contract or judicial order to which Seller is a party or to which Seller is subject. Furthermore, all documents executed by Seller that are to be delivered to Purchaser at the Close of Escrow will be at the time of Close of Escrow, duly authorized, executed and delivered by Seller, will constitute legal, valid and binding obligations of Seller, and will not violate any provisions of any contract or judicial order to which Seller is a party or to which Seller is subject.
- (vii) All Due Diligence Items (including, without limitation, the Leases and the Service Contracts) provided to Purchaser are true, correct and complete copies of such items. None of the Due Diligence Items provided to Purchaser has been amended or modified except as disclosed to Purchaser.
- (viii) Except as disclosed in the Due Diligence Items provided to Purchaser, there are no contracts or agreements relating to the ownership, operation and maintenance of the Property that will survive the Closing, other than the Service Contracts that Purchaser elects to assume at Closing.
- (ix) No person, corporation or other entity has, or in the Closing Date shall have, any right or option granted by Seller (or any other right or option of which Seller is aware) to acquire all or any portion of the Property.
- (x) Seller and each person or entity owning an interest in Seller is (a) (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly), and (d) Seller has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade

restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Seller is in violation of law.

For the purposes of this Agreement, whenever the phrase "to Seller's Actual Knowledge" is used, then it shall be deemed to refer to the actual knowledge of Seller's asset manager and Seller's property manager for the Property, without such person undertaking any investigation.

- (b) <u>Purchaser's Representations and Warranties</u>. Purchaser hereby represents and warrants that:
- (i) Purchaser is a home-rule city, duly organized, validly existing and in good standing under the laws of the state of its formation, with full right, power and authority to take title to the Property and to enter into and otherwise perform and comply with the terms of this Agreement.
- (ii) This Agreement has been duly authorized, executed and delivered by Purchaser, constitutes a legal, valid and binding obligation of Purchaser, and does not violate any provisions of any contract or judicial order to which Purchaser is a party or to which Purchaser is subject. Furthermore, all documents executed by Purchaser that are to be delivered to Seller at the Close of Escrow will be at the time of Close of Escrow, duly authorized, executed and delivered by Purchaser, will constitute legal, valid and binding obligations of Purchaser, and will not violate any provisions of any contract or judicial order to which Purchaser is a party or to which Purchaser is subject.
- (c) <u>Survival</u>. Any cause of action of a party for a breach of the representations and warranties described in <u>Paragraphs 8(a) and (b)</u> above shall survive for a period of six months from the Closing Date (the "Survival Period"), at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation) shall terminate. The Survival Period shall only apply to those representations and warranties described in <u>Paragraphs 8(a) and (b)</u> and where elsewhere expressly stated to apply in this Agreement.
- 9. <u>Seller's Covenants</u>. Between the Effective Date and the Closing or earlier termination of this Agreement, Seller covenants and agrees as follows:
- (a) Seller shall continue to maintain, operate and lease the Property in the same manner in which Seller is currently operating, maintaining and leasing the Property.
- (b) Seller shall maintain all casualty, liability and hazard insurance currently in force with respect to the Property.
- (c) Seller shall promptly furnish to Purchaser copies of any and all new Service Contracts ("New Service Contracts").
- (d) Seller shall not sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of the Property or any interest therein or part thereof, nor shall Seller initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or

regulations applicable to the Property.

- Seller shall fully, diligently and promptly comply with all present and future laws, (e) ordinances, requirements, orders, directives, rules and regulations of all federal, state or local authorities (collectively, "Applicable Laws") to ensure that the Real Property and the Improvements are not contaminated with any substance or material currently identified by any Applicable Laws to be toxic or hazardous, including without limitation, any asbestos, pcb, radioactive substance, methane, volatile hydrocarbons, industrial solvents, or any other material or substance which has in the past or could at any time in the future cause or constitute a health, safety, or environmental hazard to any person or property (collectively, "Hazardous Substance"). Seller will not cause to occur any discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or Hazardous Substance at, under or within the Real Property or Improvements or otherwise violate any Applicable Laws. If Seller knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, under or about the Real Property or the Improvements, Seller shall promptly give written notice of such fact to Purchaser. Seller shall also promptly give Buyer a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the Real Property or the Improvements, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Real Property or the Improvements. Seller shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise from or be imposed because of the failure of Seller to comply with this Paragraph 9(d) (the "Costs"), and Seller shall indemnify, protect, hold harmless and defend Purchaser from and against the Costs.
- 10. PROPERTY SOLD AS-IS. (i) Purchaser hereby agrees that approval or deemed approval of the Property by failure to deliver a Disapproval Notice shall constitute an acknowledgment that Purchaser (a) has concluded whatever studies, tests, and investigations Purchaser desired to conduct relating to the Property including, without limitation, economic reviews and analyses, soils tests, engineering analyses, environmental analyses and analysis of any applicable records of the planning, building, public works or any other governmental or quasi-governmental entity having or asserting jurisdiction over the Property; (b) has reviewed and read (or has elected not to do so) and has understood all instruments affecting the Property and/or its value which Purchaser deems relevant, including, without limiting the generality of the foregoing, all documents referred to in the COMMITMENT and all leases, operating statements. demographic studies and market analyses; (c) and its consultants have made all such independent studies, analyses and investigations, as Purchaser has deemed necessary, including, without limitation, those relating to environmental matters and the leasing, occupancy and income of the Property; (d) is relying solely on its own investigations as to the Property and its value and is assuming the risk that adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions (including, without limitation, soils and groundwater conditions) and status of compliance with the requirements of the Americans With Disabilities Act of 1990 or the Fair Housing Act of 1968, as amended) may not have been revealed by such investigation; and (e) that Seller has given Purchaser every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Property and all files and information in Seller's possession which Purchaser deems material to the purchase of the Property.

- Except as otherwise expressly provided in Paragraph 8(a) above and the warranty of title contained in the Deed to be delivered at Closing, Seller disclaims the making of any representations or warranties, express or implied, regarding the Property or its value or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or the boundaries of the Real Property, pest control matters, soil condition, hazardous waste, toxic substance or other environmental matters, compliance with the Americans with Disabilities Act of 1990, Fair Housing Act of 1968 (as amended) or other building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns and all other information pertaining to the Property. Purchaser, moreover, acknowledges (i) that Seller did not develop or construct the Property, (ii) that Purchaser has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property and (iii) that Purchaser is not relying upon any representations and warranties, other than those specifically set forth in Paragraph 8(a) above, made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property or its value. Purchaser further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying solely upon the advice of it's own accounting, tax, legal, architectural, engineering, property management and other advisors. Purchaser agrees that the Property is to be sold to and accepted by Purchaser in its "AS IS" condition and WITH ALL FAULTS on the Closing Date and assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by its investigation.
- (iii) Except with respect to any claims arising out of any breach of covenants, representations or warranties set forth in <u>Paragraphs 8(a)</u> and 9 above, Purchaser, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its agents, partners, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this agreement, which Purchaser has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property. Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

Purchaser's Initials:	
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#### 11. Closing.

- (a) <u>Close of Escrow.</u> The closing of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall take place through Escrow (as defined below) at the office of the Escrow Holder on a date to be determined by Seller upon thirty (30) days written notice to Purchaser, provided such date, shall be no earlier than the thirtieth (30<sup>th</sup>) day following the expiration of the Due Diligence Period and no later than the last day of the ninth (9<sup>th</sup>) month following the Effective Date hereto or such other date as Purchaser and Seller may mutually agree in writing (the "Closing Date"). The Closing Date may not be extended without the prior written approval of both Seller and Purchaser, except as provided for herein.
  - (b) Payment of the Purchase Price. The Purchase Price shall be paid, and all

documents necessary for the consummation of the purchase and sale transaction contemplated hereby shall be executed and delivered on or before the Closing Date, and Seller shall deliver possession of the Property to Purchaser on the Closing Date.

- (c) <u>Seller's Deliveries</u>. On or before the Closing Date (or within such timeframe as may be more specifically provided below), Seller shall cause to be delivered into Escrow (except as specifically noted) the following documents:
- (i) The Deed in the form of <u>Exhibit B</u> attached hereto duly executed by Seller and acknowledged, conveying to Purchaser the described in <u>Exhibit A</u> in fee simple;
- (ii) The Bill of Sale duly executed by Seller, in the form of Exhibit C attached hereto;
- (iii) Two (2) counterparts of the Assignment and Assumption of Leases duly executed by Seller, assigning and conveying to Purchaser the Seller's interest in, to and under the residential Leases, in the form of Exhibit D attached hereto;
- (iv) Originals of all Leases (and all amendments thereto, if any, and all records and correspondence relating thereto) and Lease Documents in Seller's possession or control covering the Property or any portion thereof (to be delivered outside of Escrow), and any Lease Deposits relating thereto (unless Purchaser is being credited for the amount of such Lease Deposits pursuant to Paragraph 11(g) below), together with a Certificate of Rent Roll dated as of the Closing Date, in the form of Exhibit G attached hereto;
- (v) Two (2) counterparts of the Assignment and Assumption of Contracts and Intangibles duly executed by Seller, assigning and conveying to Purchaser Seller's interest in, to and under the Service Contracts to be continued (if any) by Purchaser after the Closing and the Intangible Property, in the form attached hereto as Exhibit E;
- (vi) Originals or copies of all Service Contracts in the possession or control of Seller (to be delivered outside of Escrow) to be continued (if applicable) by Purchaser after the Closing;
- (vii) Notice to tenants at the Property duly executed by Seller, in the form attached hereto as Exhibit F;
  - (viii) (Intentionally omitted)
- (ix) An affidavit sworn by an officer of Seller to the effect that Seller is not a "foreign person" as that term is defined in Section 1445(f)(3);
- (x) Such entity formation documents, resolutions, authorizations, certificates of incumbency, certificates of good standing, and other documentation with respect to Seller as Escrow Holder may require in order to cause the Closing to occur or as the Title Company may require in order issue the Title Policy;

- (xi) To the extent in the possession or control of Seller, all keys for the Property with identification of the lock to which each such key relates (to be delivered outside of Escrow);
- (xii) A closing statement prepared in writing by Escrow Holder and approved in writing by Seller; and
- (xiii) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered, or which are reasonably required by Escrow Holder or otherwise to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.
- (e) <u>Purchaser Deliveries</u>. On or before the Closing Date (or within such timeframe as may be more specifically provided below), Purchaser shall cause to be delivered into Escrow (except as specifically noted) the following documents:
  - (i) The Closing Payment;
- (ii) Two (2) counterparts of the Assignment and Assumption of Leases duly executed by Purchaser, in the form of Exhibit D attached hereto;
- (iii) Two (2) counterparts of the Assignment of Contracts and Intangibles duly executed by Purchaser, in the form attached hereto as <u>Exhibit E</u>;
  - (iv) (Intentionally omitted)
- (v) Such corporate, partnership or other entity formation documents, resolutions, authorizations, certificates of incumbency, certificates of good standing, and other documentation with respect to Purchaser as Escrow Holder may require in order to cause the Closing to occur or as the Title Company may require in order to issue the Title Policy;
- (vi) A closing statement prepared by Escrow Holder and approved in writing by Purchaser; and
- (vii) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered, or which are reasonably required by Escrow Holder or otherwise to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.
- (f) <u>Delivery of Title Policy</u>. At the Close of Escrow, the Title Company shall deliver to Purchaser the Title Policy in accordance with <u>Paragraph 4(d)</u>.
- (g) <u>Title Charges; Closing Fees and Costs</u>. Purchaser shall pay the premium for the Standard Coverage Owner's Title Policy. Seller shall pay the cost of curing any Non-Permitted Liens. Seller shall pay any transfer taxes or similar taxes. Purchaser shall pay recording fees and all other costs and charges of the escrow for the sale.
  - (h) <u>Prorations</u>. In each proration set forth below, the portion thereof applicable to the

period beginning at 12:01 a.m. on the Closing Date shall be credited to Purchaser and the portion thereof applicable to the period ending at such time shall be credited to Seller (such that income and expenses run to Purchaser starting on the Closing Date). Prorations shall be calculated on the basis of a 365-day year. The provisions of this <u>Paragraph 11(h)</u> shall expressly survive the Closing.

- (i) <u>Collected Rents and Other Income</u>. Rents and other income actually collected for the month in which the Closing occurs (whether such collection takes place prior to, at or after Closing) shall be prorated at the Close of Escrow effective as of the Closing Date. Any rent received by Seller after the Closing with respect to time periods from and after the Closing Date shall be delivered to Buyer within ten (10) days after Seller's receipt. If Seller elects not to deliver Lease Deposits directly to Purchaser, Purchaser shall be entitled to a credit against the Purchase Price for the total sum of all Lease Deposits paid to Seller by tenants under any Leases affecting the Property, except for Lease Deposits which have been credited or refunded to tenants as disclosed on the Rent Roll. Seller and Purchaser hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same must be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party, within ten (10) days after delivery of a bill therefor.
- (ii) Delinquent Rents. Any monies collected by Purchaser after Closing from a tenant who is more than thirty (30) days delinquent in payment of rent as of the Closing Date shall be applied in the following order of priority, with respect to the applicable lease: (i) first, to any rent then due to Purchaser for the month in which the Closing occurs or any subsequent months; (ii) second, to pay reasonable outside collection costs incurred by the party collecting such rent; and (iii) third, to Seller to the extent of any rents delinquent as of the Closing Date. Notwithstanding the foregoing, under no circumstances shall Purchaser be required to resort to legal action or otherwise take any action with respect to collection of any delinquent rents attributable to periods prior to Closing.
- (iii) <u>Leasing Commissions</u>. Seller shall pay any finder's fee or leasing commissions owed for the existing term of Leases or provide Purchaser with a credit on the Closing Date.
- (iv) Taxes and Assessments. All delinquent taxes and assessments, if any, on the Property shall be paid at the Closing from Seller's funds. Real and personal property ad valorem taxes pertaining to the Property for the year in which the Closing occurs shall be prorated as of the Closing, based upon actual days involved. Seller shall be responsible for all ad valorem taxes pertaining to the Property for any period prior to the Closing. Purchaser shall receive credit on the amount of the cash payments to be made by Purchaser pursuant hereto for the prorated amount of such taxes for the year of Closing which is chargeable to Seller. In connection with the proration of both real and personal property ad valorem taxes, if actual tax figures for the year of the Closing are not available at the Closing, an estimated, tentative proration of taxes shall be made using tax figures from the preceding year; provided, however, that, when the actual taxes for the year of the Closing are available, a corrected proration of taxes shall be made. If such taxes for the year of the Closing increase over those for the preceding year, Seller shall pay to Purchaser a pro rata portion of such increase, computed to the Closing, and conversely, if such taxes for the year of the Closing decrease from those of the preceding

year, Purchaser shall pay to Seller a pro rata portion of such decrease, computed to the Closing, with any such payment to be made within ten (10) calendar days after notification by either party that such adjustment is necessary.

(v) <u>Service Contracts</u>. All amounts due under the Service Contracts that Purchaser elects to assume at Closing shall be prorated at the Close of Escrow effective as of the Closing Date. Seller shall be solely responsible for any and all amounts payable, including without limitation, any termination fees, under any and all Service Contracts that Purchaser does not elect to assume at Closing.

#### 12. Escrow Instructions.

- (a) Deposit of Purchase Agreement in Escrow. Within two (2) business days after the Effective Date, the parties shall deposit an executed copy of this Agreement (or a fully executed copy in counterparts) with Escrow Holder, and Purchaser shall concurrently therewith place the Earnest Money Deposit with Escrow Holder. Escrow Holder shall promptly execute this Agreement upon receipt of this Agreement and the Earnest Money Deposit and, thereupon, escrow hereunder (the "Escrow") shall be established. This Agreement shall serve as the instruction to Escrow Holder to consummate the purchase and sale contemplated hereunder. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be reasonably appropriate to enable Escrow Holder to comply with the terms of this Agreement in the form of an amendment to this Agreement. The transactions contemplated herein shall be consummated through Escrow. "Close of Escrow" shall occur on the Closing Date.
- (b) <u>Conditions to Close</u>. Escrow Holder shall close the Escrow on the Closing Date by (i) causing the Deed to be recorded in the Recorder's Office of the county in which the Property is located, and (ii) delivering the Closing Payment, the Earnest Money Deposit and the Good Faith Deposit to Seller and the other funds and documents as provided in this Agreement, WHEN AND ONLY WHEN each of the following conditions have been satisfied:
  - (i) All funds and documents have been delivered to Escrow Holder; and
  - (ii) Title Company is prepared to deliver the Title Policy.
- (c) <u>Distribution of Funds and Documents</u>. Unless this Agreement terminates as provided herein, all funds received by Escrow Holder shall be, until Close of Escrow, kept on deposit and invested. Interest accruing to such account prior to the Close of Escrow shall be for the account of Purchaser. Interest accruing on all sums due Seller after the Close of Escrow shall be for the account of Seller. All disbursements by Escrow Holder to Seller shall be made by federal wire transfer in accordance with wiring instructions to be given by Seller prior to the Closing Date. Upon Close of Escrow:
  - (i) Escrow Holder shall disburse the Closing Payment and the Deposit to Seller.
  - (ii) Escrow Holder shall cause the recorded Deed to be delivered to Purchaser.

(iii) Escrow Holder shall deliver all other items deposited into Escrow to the party entitled thereto or benefited thereby.

#### 13. Default.

Default by Purchaser; Limitation on Liability; Liquidated Damages. SELLER AND PURCHASER EXPRESSLY ACKNOWLEDGE AND AGREE THAT IF CLOSING FAILS TO OCCUR SOLELY AS THE RESULT OF A DEFAULT UNDER THIS AGREEMENT BY PURCHASER, AND IF ALL OTHER CONDITIONS TO PURCHASER'S OBLIGATIONS TO CONSUMMATE THE PURCHASE OF THE PROPERTY TO BE SATISFIED AS OF THE DATE OF SUCH DEFAULT HAVE BEEN SATISFIED AT THE TIME OF SUCH DEFAULT, (i) SELLER WILL BE MATERIALLY DAMAGED, (ii) IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE AT THIS TIME TO ESTIMATE THE AMOUNT OF SUCH DAMAGE, AND (iii) AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT IN THE EVENT OF SUCH A DEFAULT BY PURCHASER, AND CONDITIONED ON ALL OTHER CONDITIONS TO PURCHASER'S OBLIGATIONS TO CONSUMMATE THE PURCHASE OF THE PROPERTY BEING FULFILLED AT THE TIME OF SUCH DEFAULT, THE EARNEST MONEY DEPOSIT SHALL CONSTITUTE LIQUIDATED DAMAGES FOR SUCH DEFAULT. THE ESCROW HOLDER IS HEREBY INSTRUCTED BY SELLER AND PURCHASER TO DELIVER THE EARNEST MONEY DEPOSIT TO SELLER IN SUCH EVENT, AND SELLER SHALL RETAIN THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. LIQUIDATED DAMAGES SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT, AND SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR ANY OTHER RELIEF TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR UNDER THE LAW, AND SELLER HEREBY WAIVES ANY RIGHT TO SPECIFIC PERFORMANCE OR DAMAGES HEREUNDER, EXCEPT THAT SELLER SHALL BE ENTITLED TO EXERCISE ANY RIGHTS OR REMEDIES IT MAY HAVE BY VIRTUE OF ANY INDEMNITY CREATED OR GRANTED HEREIN.

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS:	Seller:	4.6.	Purchaser:	
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(b) <u>DEFAULT BY SELLER</u>; <u>OTHER FAILURE TO CONSUMMATE AGREEMENT</u>. IF CLOSING FAILS TO OCCUR SOLELY AS A RESULT OF (i) A DEFAULT BY SELLER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (ii) THE FAILURE OF A CONDITION BENEFITING PURCHASER

BECAUSE SELLER FRUSTRATED SUCH FULFILLMENT BY SOME AFFIRMATIVE ACT OR NEGLIGENT OMISSION, AND IF ALL OTHER CONDITIONS TO SELLER'S OBLIGATIONS TO CONSUMMATE THE SALE OF THE PROPERTY TO BE SATISFIED AS OF THE DATE OF SUCH DEFAULT OR FAILURE OF CONDITION HAVE BEEN SATISFIED AT THE TIME OF SUCH DEFAULT OR FAILURE, THEN, UPON NOTICE BY PURCHASER TO SELLER AND ESCROW AGENT TO THAT EFFECT, PURCHASER SHALL ELECT, IN PURCHASER'S SOLE DISCRETION, TO EITHER (I) TERMINATE THIS AGREEMENT AND RECEIVE THE EARNEST MONEY DEPOSIT AND THE GOOD FAITH DEPOSIT (PLUS ACCRUED INTEREST) IN WHICH EVENT (A) SELLER SHALL PAY THE CANCELLATION CHARGES OF ESCROW AGENT, (B) NO BROKER'S FEE SHALL BE EARNED, AND (C) THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; or (II) SUE FOR SPECIFIC PERFORMANCE.

INITIALS: Seller:	7.0.	Purchaser:	-
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#### 14. Loss by Fire or Other Casualty; Condemnation.

- (a) <u>Casualty</u>. If, prior to the Closing Date, any part of the Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the Property to its previous condition as soon as reasonably possible, but, in any event, prior to the Closing Date. If Seller is unable to do so, without fault and notwithstanding Seller's diligent, good faith efforts, Purchaser shall have the option to either (x) terminate this Agreement by delivering written notice of termination to Seller, in accordance with <u>Paragraph 7</u> hereof, or (y) proceed with the purchase of the Property, in which event at Closing Purchaser shall be credited against the Purchase Price the amount of all insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction (or such proceeds shall be assigned to Purchaser if not then collected), plus any insurance deductibles applicable to such damage or destruction, less any monies actually expended by Seller to repair any damage.
- (b) <u>Condemnation</u>. If any part of the Property is condemned prior to Closing Date, Seller shall promptly give Purchaser written notice of such condemnation and Purchaser shall have the option of either applying the proceeds on a pro rata basis of any condemnation award to reduce the Purchase Price provided herein, or declaring this Agreement terminated in accordance with <u>Paragraph 7</u> hereof by delivering written notice of termination to Seller.
- 15. <u>Attorneys' Fees</u>. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought in connection with this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party.
- 16. <u>Notices</u>. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by facsimile with a hard copy sent

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within one (1) business day by any of the foregoing means. Such notice shall be deemed to have been given or delivered upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8 a.m. and 5 p.m. Central time on any business day, with delivery made after such hours to be deemed received on the following business day. For the purposes of notice, the addresses of the parties shall be as follows:

Purchaser: City of Carrollton, Texas

Attention: City Manager

P.O. Box 110535 Carrollton, TX 75011

Copies to: City of Carrollton, Texas

Attention: City Attorney

P.O. Box 110535 Carrollton, TX 75011

Seller: Better, Inc.

Attention: Yeu-Kuan Chang

PO Box 865127 Plano, Texas 75086

Copies to:

Simon Tan

Son & Tan LLP

7005 Chase Oaks Boulevard, Suite 180

Plano, Texas 75025

or such other address as either party may from time to time specify in writing delivered to the other in accordance with this <u>Paragraph 16</u>.

- 17. <u>Integration</u>. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein.
- 18. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.
- 19. Intentionally omitted.

- 20. <u>1031 Exchange</u>. Seller and/or Purchaser may wish to effect an IRC Section 1031 tax-deferred exchange and both parties will cooperate to facilitate such an exchange; provided, however, neither party shall incur additional cost or expense on the other party's behalf, and shall not be required to advance or deposit monies in excess of amounts required by this Agreement for purchase of the subject Property, and such exchange shall not materially alter the time periods or Closing Date specified in this Agreement.
- 21. <u>Governing Law</u>. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located.
- 22. <u>Severability</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 23. Exhibits. All exhibits attached hereto are incorporated herein by this reference.
- 24. Time. Time is of the essence.
- 25. <u>Date of Performance</u>. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.
- 26. <u>Legally Binding</u>. This is intended to be a legally binding agreement. This Agreement constitutes the entire agreement between the parties and their real estate agents, there being no oral contracts, representations, conditions, or warranties, express or implied, in addition to this Agreement.
- 27. <u>Waiver</u>. No waiver by Purchaser or Seller of a breach of any of the terms, covenants and conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Purchaser or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver.
- 28. <u>Lead-Based Paint Disclosure</u>. If the Improvements or any part thereof were built prior to 1978, the "Lead-Based Paint Disclosure Addendum to Purchase Agreement" attached hereto as <u>Exhibit H</u> is incorporated herein by this reference and shall be completed by Seller and Purchaser.
- 29. <u>Confidentiality</u>. Seller and Purchaser agree to keep the terms of this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser shall be permitted to disclose the terms of this Agreement to its employees, consults, attorneys or agents who are actively and directly participating in the evaluation of the Property, the negotiation and execution of this Agreement or financing of the purchase of the Property.

6/5/2015

- 30. <u>Further Instruments</u>. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.
- 31. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, provided each of the parties hereto executed at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- 32. Brokers. Purchaser shall pay a broker's fee to Purchaser's Broker O'Boyle Properties, Inc. dba ARA- Central Region (Dallas Office) by separate agreement. Other than as set forth in this Paragraph 32, Seller and Purchaser each represent and warrant to the other that no other real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any person or entity claiming by, through or under Seller or Purchaser, as applicable. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing. This Paragraph 32 shall expressly survive any Closing or any termination of this Agreement.

[Reminder of page intentionally blank]

Date.	
	PURCHASER: CITY OF CARROLLTON, TEXAS a home-rule municipality
Dated:, 2015	By: Name: Title:
	SELLER: BETTER, INC. a Texas corporation
Dated: July 1st , 2015	By: <u>Fuk-Chang</u> Name: <u>Yeu-Kuan Chang</u> Title: President

### RECEIPT OF DEPOSIT ACKNOWLEDGMENT

Title Company ack	nowledges	receipt	of the	earnest	money E	arnes	t Mor	ney
Deposit in the amount of \$					and in	the	form	of
on this	3				day of		_, 201	.5
CHIC	AGO TITL	E INSUI	RANCE	COMPA	ANY			
By:								
Name	•							
Title:								

### ESCROW HOLDER'S ACKNOWLEDGMENT

Escrow Holde	_	hereby executes this Agreement to evidence its contract to act as the the terms of this Agreement.
Date:	, 2015	CHICAGO TITLE INSURANCE COMPANY
		By:
		Name:

### **BROKER'S ACKNOWLEDGMENT**

evidencing its contract to t	Broker's Agent, has executed this Agreement for the purpose of e terms of <u>Paragraph 32</u> of this Agreement. No consent by Broker my other term of this Agreement.
Date:	, 2015
	BROKER:
	By:
	Name:
	Title:

# **EXHIBIT A**Real Property Legal Description

# **EXHIBIT B** Form of Deed

### EXHIBIT C BILL OF SALE

For good and valuable co			
, a limite	d liability co	ompany ("Seller") does h	ereby sell, transfer and
convey to ("Purchase			
in or used in connection with the F			
Sale Agreement and Joint Escrow			
Date (as defined in the Purchase A			
Purchaser, including, without limits		tems described in Schedu	<u>le l</u> attached hereto and
incorporated herein by this reference	e.		
Seller hereby represents and	warrants to	Purchaser that Seller is th	ne lawful owner of sucl
personal property, and that such pe			
conditional sales contracts, security		*	
Dated as of	2015		
Dated as of			
	CELLED.		
	SELLER:		
	By:		
	DJ		•

# SCHEDULE I

to

Bill of Sale

Inventory of Personal Property Included in the Sale

# EXHIBIT D ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") dated as of \_\_\_\_\_\_, 2015, is between **Better Inc.**, a domestic for-profit corporation in the State of Texas ("Assignor"), and **City of Carrollton**, **Texas**, a home rule municipal corporation ("Assignee").

WHEREAS, Assignor is the lessor under certain leases executed with respect to the Property (as defined below), which leases are described in <u>Schedule I</u> attached hereto (the "Leases");

WHEREAS, Pursuant to the Agreement, Assignor desires to assign its interest as landlord under the Leases to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

Now Therefore, the parties hereto agree as follows:

- 1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Conveyance Date"), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Leases and, to the extent Assignee has not received a credit therefor, all prepaid rents and security and other deposits held by Assignor under the Leases and not credited or returned to tenants.
- 2. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the "Claims"), originating prior to the Conveyance Date and arising out of the Assignor's obligations under the Leases.
- 3. Assignee hereby assumes all of Assignor's obligations under the Leases arising as of the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the Assignee's obligations under the Leases.
- 4. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.
- 5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. shall be deem instrument.	This Assignment may	y be executed in any number of count of which taken together shall consti	terparts, each of which tute one and the same
written above.	Assignor and Assigne	ee have executed this Agreement as o	f the day and year first
		ASSIGNOR: SELLER:	
		By:	
		ASSIGNEE:	
		ā	
		By:	

# EXHIBIT E <u>ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE</u> PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE PROPERTY (this "Assignment") dated as of \_\_\_\_\_\_\_, 2014, is **Better Inc.**, a domestic forprofit corporation in the State of Texas ("Assignor"), and **City of Carrollton**, **Texas**, a home rule municipal corporation ("Assignee").

WHEREAS, Assignor has entered into certain service contracts which affect the Property (as defined below), which service contracts are described in <u>Schedule I</u> attached hereto (the "Contracts").

WHEREAS, Pursuant to the Agreement, Assignor desires to assign its interest in the Contracts and in the Intangible Property with respect to the Property to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

#### ACCORDINGLY, the parties hereto agree as follows:

- 1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Conveyance Date"), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Contracts and Intangible Property now owned by Assignor in connection with the Property, excluding claims by Assignor, if any, arising out of matters occurring before the Conveyance Date;
- 2. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the "Claims"), originating prior to the Conveyance Date and arising out of Assignor's obligations under the Contracts.
- 3. Assignee hereby assumes all of Assignor's obligations under the Contracts arising as of the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the Assignee's obligations under the Contracts.
- 4. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.
- 5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

	be executed in any number of counterparts, each of which of which taken together shall constitute one and the same
Assignor and Assignee have above.	executed this Agreement as of the day and year first written  ASSIGNOR: SELLER:
	By:
	ASSIGNEE: a
	By: Name: Its:

# EXHIBIT F Form of Tenant Notice

	, LLC
, 2014	
Tenant address, apt. city state zip	
Re:A	partments
"Property") including, without limitation "Lessor" and "Owner" in and to all le providing for the leasing, rental and otl	at as of, 2015, ("Purchaser"), LLC ("Seller"), all of Sellers' right, title mplex known as the Apartments (the n, all of Sellers' right, title and interest as the "Landlord," asse agreements, rental agreements and other tenancies her occupancy of space within or upon the Property. In the Property is opies of all future notices to the landlord or lessor under
has been transferred to Purchaser as of t	you are hereby notified that your security deposit, if any, he date hereof. All future, current, or past due payments " and mailed
All other terms and provisions of your pleasure working with you.	lease shall remain in full force and effect. It has been a
SE	LLER:
Ву	:
SE	LLER:
Ву	:

# EXHIBIT G Certificate of Rent Roll

10:	
Gentlemen,	
comprising the real property and Apartments and loca	the undersigned is the owner of those certain premises improvements thereon commonly known as the ated at, (the "Property"). The undersigned information in the attached Rent Roll is true and correct reof.
protection with the understanding that y your intended purchase of the Property	s representation and warranty for your benefit and you intend to rely upon this statement in connection with from the undersigned. The representation and warranty ive the closing of your purchase of the Property for a
Dated:, 2015.	
SE	LLER:
Ву	:

# EXHIBIT H

# Lead Based Paint Addendum

# LEAD-BASED PAINT DISCLOSURE ADDENDUM TO THE PURCHASE AND SALE AGREEMENT

This document is an addendum ("Addendum") to the Purchase and Sale Agreement with Joint Escrow Instructions ("Agreement") between, Better Inc., a domestic for-
profit corporation in the State of Texas ("Seller"), and City of Carrollton, Texas, a home rule
municipal corporation ("Purchaser")dated as of, 2015.
The provisions of this Addendum are hereby added to and incorporated in the Agreement.
LEAD WARNING STATEMENT
EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON
WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED
THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-
BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING
LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING
DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL
PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A
PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST
IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE
PURCHASER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS. A
RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT
HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.
SELLER'S DISCLOSURE:
(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
Known lead-based paint and/or lead-based paint hazards are present in the
housing (explain).
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Records and reports available to the Seller (check one below):
Seller has provided the buyer with all available records and reports pertaining to
lead-based paint and/or lead-based paint hazards in the housing (list documents below).
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
SELLER'S INITIALS:

## PURCHASER'S ACKNOWLEDGEMENT

(a)	Purch	aser has received copies of all information listed above.			
(b)		aser has received the pamphlet "Protect Your Family from Lead in Your Home."			
(c)	Purch	aser has (check one below):			
		Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or			
		Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.			
		PURCHASER'S IN			



# **City of Carrollton**

#### **Agenda Memo**

File Number: 2100

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type:

Contracts/Agreements

Agenda Number: \*11.

CC MEETING: July 7, 2015

**DATE:** June 30, 2015

**TO:** Leonard Martin, City Manager

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

Consider Authorizing The City Manager To <u>Approve A Contract With Bluestone Partners</u>, <u>LLC For The Senior Center Expansion Project</u> In An Amount Not To Exceed \$1,536,925.00.

#### **BACKGROUND:**

Proposition 4 of the 2013 Bond Election contained provisions for improvements to the Carrollton Senior Center. The Senior Center has 75,000 visits a year and also has many rentals during the off hours in the facility. More than 600 programs are offered and the fitness area has grown so fast it now has equipment in two separate rooms. There is a need for an expansion of this facility in order to meet the current and future needs of Carrollton's seniors. Planned improvements include expansion to the multi-purpose Texas Room, expansion and repurpose of the existing physical fitness room to a multi-purpose room, construction of a new fitness center, minor modifications to expand storage in the kitchen, and expansion of the Texas Room performance stage. The total expansion is an approximately 5,163 square feet masonry and steel frame construction with interior elements consistent with banquet, multi-purpose and physical fitness rooms/operations. External elements include site work, demolition, and utilities.

Design of the new facility was completed in May 2015 and the project was advertised for proposals in late May and early June.

In order to ensure adherence to a construction schedule, proposals were received based on a method in which the contractor not only submits a bid for labor and materials but also for construction time. The two items are evaluated along with contractor qualifications. The contract also contains provisions for a \$1,500 per day bonus for every day the project is complete and accepted prior to the contractor's stated construction time. The maximum bonus is capped at \$45,000 (30 days).

#### FINANCIAL IMPLICATIONS:

File Number: 2100

Construction services for this project have been selected through competitive sealed proposals in accordance with Chapter 2267 of the Texas Local Government Code. The City evaluated and ranked each proposed contractor based on the following selection criteria: 60% proposed price; 35% contractor qualifications; and, 5% proposed construction time. The City then selected the contractor who offered the best value as determined by the selection criteria and ranking evaluation.

Three proposals were received on June 23, 2015, and ranged from \$1,491,925.00 to \$2,649,900.00 for renovation and expansion of the facility with total construction periods ranging 220 to 275 days. In evaluation of both proposal amount and time, the firm of Bluestone Partners, LLC submitted both the lowest total bid of \$1,491,925.00, and shortest construction time of 220 calendar days.

In addition to monetary and time considerations, State Law further requires evaluation of all selection criteria including contractor qualifications. In review of the three respondents, it was the unanimous consensus of Staff and the design architect that Bluestone Partners possesses adequate experience to successfully deliver a quality construction product. References comprised of previous and current facility owners, design professionals, suppliers and credit references were all positive. Upon incorporation of all selection criteria based on price, time and qualifications, Bluestone Partners LLC is concluded to be the most qualified contractor for this project and offers the best overall value to the City.

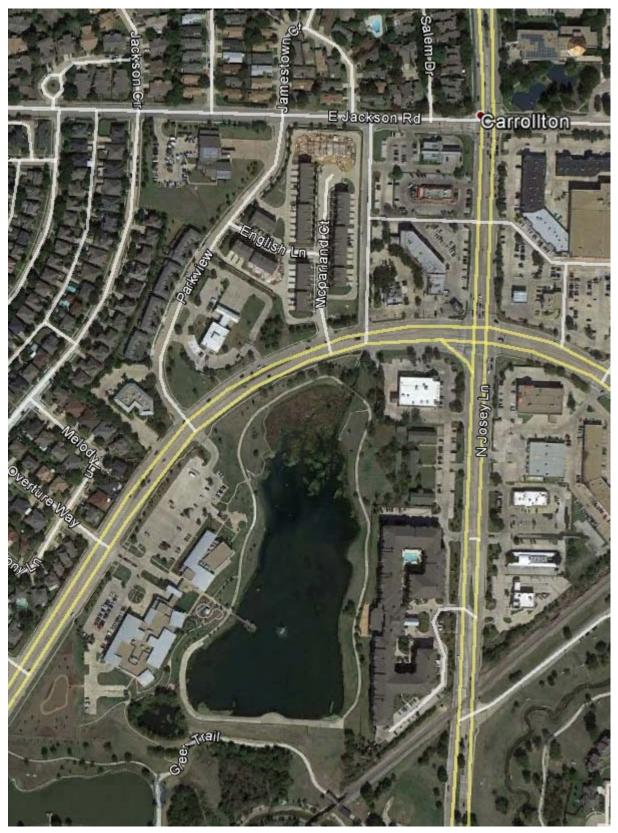
Funding is available for all construction in the General Obligation Parks Bond Funds.

#### IMPACT ON COMMUNITY SUSTAINABILITY:

This project will contribute to community sustainability by promoting activities for Carrollton's senior citizens, and contribute to financial sustainability by creating a more attractive banquet and reception rental facility.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to approve a construction contract agreement with Bluestone Partners LLC for the renovation and expansion of the Carrollton Senior Center in the amount not to exceed \$1,536,925.00 (\$1,491,925.00 base bid and maximum \$45,000.00 potential bonus).



**Attachment A:** Location Map

	Firm Name	Total Base Bid	Alternates to be Added or Deducted from project	Total Base Bid & Alternates	Total Contract Length (calendar days)
1	Bluestone Partners, LLC	\$ 1,491,925.00	\$ -	\$ 1,491,925.00	220
2	Cooper General Contractors	\$ 1,866,000.00	\$ -	\$ 1,866,000.00	260
3	RoeschCo Construction	\$ 2,649,900.00	\$ -	\$ 2,649,900.00	275

Evaluation and Rankings	Bluestone Partners, LLC Sherman, Tx	Cooper General Contractors Carrollton, Tx	RoeschCo Construction Frisco, Tx	
Base Bid & Alternates	\$1,491,925.00	\$1,866,000.00	\$2,649,900.00	
Construction Time	220	260	275	
Price (60% max)	60%	48%	34%	
Days (5% max)	5%	3%	0%	
Qualifications (35% max)	27%	29%	25%	
Total Ranking	92%	80%	59%	
	Well established company in commercial market. Has comparable construction in churches and offices.	Excellent firm with previous experience in Carrollton.	Appears to be a good company but not suited for this project.	



## **City of Carrollton**

#### Agenda Memo

File Number: 2115

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type:

Contracts/Agreements

Agenda Number: \*12.

CC MEETING: July 7, 2015

**DATE:** July 1, 2015

**TO:** Leonard Martin, City Manager

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

Consider Authorizing The City Manager To Approve Change Order No. 2 In The Amount Of \$50,290.34 With Schmoldt Construction Company To Accommodate A Design Change To The Fountain For The Town Square And Pioneer Park Project For A Revised Contract Amount of \$853.898.92.

#### **BACKGROUND:**

The City Council awarded a contract on January 20, 2015 to Schmoldt Construction Company in the amount of \$815,923.16, which is comprised of a base bid of \$755,923.16 and a potential incentive amount of \$60,000 for the repurposing of Pioneer Park and to create a new park in the Historic Downtown square/gazebo parking lot. Pioneer Park includes removing the trees, crushed granite and circular concrete bench and planting grass and new trees and installing new benches. The Town Square project involves the removal of the existing parking lot and replacing it with a park consisting of trees, upgraded lighting and a water feature, surrounded by 35 parking spaces.

Change order no. 1 was approved on May 5, 2015 in the amount of \$73,985.42, which increased Schmoldt's contract amount by \$47,685.42 to \$863,608.58, and approved the city's procurement of fountain equipment in an amount not to exceed \$26,300.00. It included costs for four trees and to add the installation of two fountains to the north side of the Square where a water table sculpture was originally proposed. The fountain equipment includes pumps, pools, lights and accessories.

Change order no. 2 reflects a change in scope to accommodate a design change to the fountain, labor and materials to dewater the site due to excessive rainfall to permit concrete placement, removal of a fence, and for changes of unknown field conditions resulting in increased installation costs - the water line was encased in concrete and the sewer line was deeper than expected. This additional work will be done for \$50,290.34.

File Number: 2115

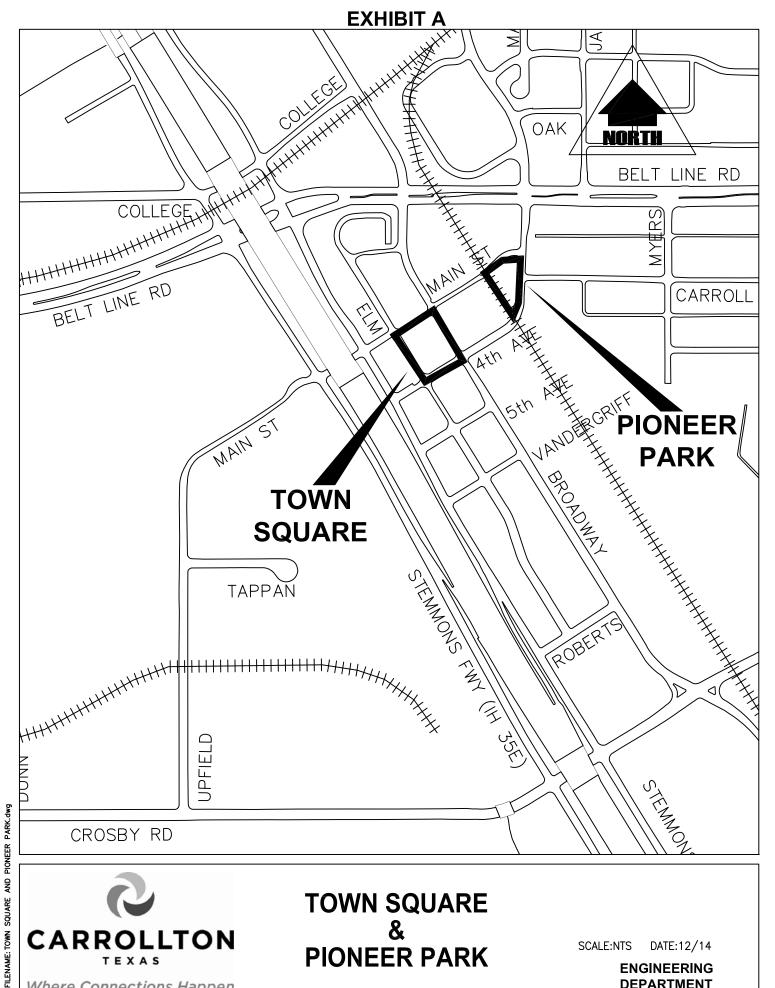
At this time there is no longer a need for the incentive payment as those terms have expired. The revised contract amount will now be \$853,898.92, which is the sum of the original contract (\$755,923.16) plus change order no. 1 (\$47,685.42) plus this change order (\$50,290.34). Per previous Council action on May 5, the total contract amount was increased to \$863,608.58 which was comprised of the base contract amount of \$803,608.58 plus a potential bonus of \$60,000.

#### FINANCIAL IMPLICATIONS:

Since the total contract amount is decreasing, funding is already available in Account Unit 854102-113840199 (Transit-Oriented Development Projects).

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to execute change order no. 2 to Schmoldt Construction Company in the amount of \$50,290.34 for a revised contract amount of \$853,898.92. This change order will result in a 1.12% decrease in the contract amount and an increase of the contract length by 42 calendar days.





Where Connections Happen

**TOWN SQUARE PIONEER PARK** 

SCALE:NTS DATE:12/14

> **ENGINEERING DEPARTMENT**



## **City of Carrollton**

#### **Agenda Memo**

File Number: 2116

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type:

Contracts/Agreements

Agenda Number: \*13.

CC MEETING: July 7, 2015

**DATE:** July 1, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Erin Rinehart, Assistant City Manager

Consider Modification Or Cancellation Of The Contract With Eagle Golf Due To Force Majeure.

#### **BACKGROUND:**

Indian Creek Golf Course has been closed since May 28, 2015 due to flooding. An additional flood event on June 16 resulted in both courses remaining closed. At this point, a large portion of both courses are still flooded and portions of the course are not accessible. The course is not in a condition to open or allow for safe play. Eagle Golf manages the golf course, pro shop, maintenance and clubhouse. The contract with Eagle Golf allows for termination of the contract in the event of force majeure (Article X Termination (E) Force Majeure, (1) Damage and Destruction), and the golf course is considered to be substantially damaged and the time to rebuild to the previous condition of the course is in excess of 6 months. The flooding and damage to both courses is considered substantial and the time to rebuild to the previous condition would exceed 6 months.

#### FINANCIAL IMPLICATIONS:

The contract states that the result of any damage or destruction to the Golf Course due to an event of Force Majeure, that the parties shall meet and discuss in good faith appropriate modifications to this Agreement. Eagle Golf has requested reimbursement of their expenses during the month of June, as well as a lease buy out for the carts and GPS system. They are currently substantiating the accounting of these expenses.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends terminating the current contract if terms for modification cannot be reached by July 14, 2015.



## **City of Carrollton**

#### **Agenda Memo**

File Number: 2101

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Ordinance

Agenda Number: \*14.

CC MEETING: July 7, 2015

**DATE:** June 30, 2015

**TO:** Leonard Martin, City Manager

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

Consider An Ordinance Authorizing The Abandonment And Vacation Of A 20.00 Foot Portion Of An Alley Recorded By Plat In The Dallas County Official Public Record, Instrument #201200174335 Located Between Lot 1, Block A And Lot 2, Block A Of The Carrollton Heights, Phase 2 Addition; And Providing An Effective Date On And After Its Adoption And Publication.

#### **BACKGROUND:**

The City has received a request from Mr. Gary Sisco to abandon and vacate a portion of an alley right-of-way located between Lot 1, Block A (1211 Erie Street) and Lot 2 Block A (1205 Erie Street) of the Carrollton Heights, Phase 2 Addition.

The alley has never been paved and no utilities are located within the right-of-way. The alley right-of-way, therefore, currently serves no public purpose.

#### FINANCIAL IMPLICATIONS:

Staff recommends a sales price of \$100.00 as the parcel is too small to develop and has little economic benefit or usefulness as a separate parcel. There are no financial implications from the sale of the alley right-of-way on the current operating budget other than the \$100 in sales revenue.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the attached ordinance.

<b>ORDINANCE NO.</b>	
----------------------	--

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE ABANDONMENT AND VACATION OF A 20.00 FOOT PORTION OF AN ALLEY RECORDED BY PLAT IN DALLAS COUNTY OFFICIAL PUBLIC RECORD, INSTRUMENT # 201200174335 LOCATED BETWEEN LOT 1, BLOCK A AND LOT 2, BLOCK A OF THE CARROLLTON HEIGHTS, PHASE 2 ADDITION; AND PROVIDING AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

WHEREAS, the City of Carrollton is the owner of an easement for a 20.00 foot alley located between Lot 1 Block A (1211 Erie Street) and Lot 2 Block A (1205 Erie Street) of the Carrollton Heights, Phase 2 Addition, which alley is shown on Exhibit A, a replat showing such easement, attached hereto and incorporated for all purposes and filed of record in Dallas County Land Records under Document Number 201200174335 ("Alley");

**WHEREAS**, the Alley was originally dedicated to the City in 1908 along with the other streets of the Carrollton Heights Addition in Document Number 1-193 filed of record in the Dallas County Land Records and attached as Exhibit B;

**WHEREAS**, Section 272.001 of the Texas Local Government Code provides for the conveyance, sale or exchange of a property interest by the City to an abutting property owner;

**WHEREAS**, Section 311.007 of the Texas Transportation Code provides a home-rule municipality authority to vacate, abandon, or close a street or alley;

**WHEREAS**, the property owner, Gary Sisco, has requested to have the Alley abandoned and is the sole owner on both sides of the Alley;

**WHEREAS**, the City of Carrollton has not developed the Alley by paving or locating any utilities in the Alley; and

**WHEREAS**, the City Council of the City of Carrollton has determined the Alley has not been developed by the paving or location of utilities, has never been utilized, and should be abandoned as a public use;

NOW THEREFORE BE IT ORDAINED 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 Ordinance as if copied in their entirety.

#### Section 2.

The Alley between Lot 1 Block A (1211 Erie Street) and Lot 2 Block A (1205 Erie Street), located in the Carrollton Heights, Phase 2 Addition in the City of Carrollton, more particularly described on the attached Exhibit A, is no longer needed for public use and is hereby abandoned and vacated in its entirety.

#### Section 3.

The City Manager or his designee is hereby authorized to execute all necessary documents for the abandonment and vacation of the Alley in accordance with all applicable laws.

#### Section 4.

The City retains all rights in the remaining streets and alleys dedicated to the City unless specifically abandoned or vacated by the City and nothing shall limit the use of the public Right of Way.

#### Section 5.

This Ordinance shall become effective on and after its adoption and publication.

DULY PASSED AND APPROVED this the 7th day of July, 2015.

	CITY OF CARROLLTON, TEXAS
ATTEST:	By: Matthew Marchant, Mayor
Krystle Nelinson, City Secretary	
Approved as to form:	Approved as to form:
Meredith Ladd, City Attorney	Cesar J. Molina., Jr., P.E. Director of Engineering



# APPLICATION FOR THE VACATION/ABANDONMENT OF A PUBLIC EASEMENT/RIGHT OF WAY

DATE 724/15
NAME OF APPLICANT (SARKY DISCO
REQUEST FOR THE VACATION/ABANDONMENT OF A PUBLIC:
EASEMENT SITUATED IN LOD 142 Block 3 Growllan Heights
RIGHT OF WAY ADJACENT TO 1205 + 1211 Exce 57
ADDITION (ARROLLED HEights OF THE CITY OF CARROLLTON,
DAILAS COUNTY, TEXAS.
TO THE MAYOR & CITY COUNCIL OF THE CITY OF CARROLLTON:
The undersigned hereby makes application for the vacation and abandonment of that portion of
the Alley Easement situated in or is adjacent to the above-named addition,
and particularly described in the attached Exhibits A and B. Exhibit A is a Legal Description
(metes and bounds) of the area to be abandoned. Exhibit B is a survey plat of the area to be
abandoned that shows: the legal description; the record owners of abutting lots; the boundaries of
all contiguous lots; the surrounding area to the nearest streets in all directions; the blocks and
addition(s) in and upon which the area to be abandoned is located; and any easements or public
facilities contained in or affected by the area to be abandoned.
In support of this application, the undersigned represents and warrants the following:
1. The undersigned will comply with all provisions of the Carrollton's Code of Ordinances, and
will hold the City of Carrollton harmless and indemnify it against all suits, costs expenses
and damages that may arise or grow out of such vacation and abandonment. If abandonment

is for economic development purposes and abandonment is sought pursuant to Chapter 55



Carrollton Code of Ordinances, the undersigned will comply with the requirements of Chapter 55 of the Carrollton Code of Ordinances.

- The consent of public utilities to such vacation and abandonment is attested to in Exhibit C, hereby attached. If abandonment is for economic development purposes and abandonment is sought pursuant to Chapter 55, all existing utility easements shall remain in effect.
- 4. The consent of all abutting property owners, or the name, address and reason such consent was not obtained, is attested to in Exhibit D, hereby attached.

THE STATE O	OF TEXAS	
COUNTY OF	D31/3-S	

BEFORE ME, the undersigned authority, on this 24 day of use, 2015, personally appeared ARLY LYNN, 1800, known to me to be a credible person and the signer of the foregoing application; and who, after being by me duly sworn, did upon his/her oath, state that the information contained in such application is true and correct to the best of his/her knowledge and belief.

FELIPE O. PICAZO Notary Public, State of Texas My Commission Expires February 21, 2016

State of Texas



# EXHIBIT A LEGAL DESCRIPTION

Attach a legal description of the area to be vacated and abandoned, which will be reviewed by the City Engineering Department for accuracy and closure. Any discrepancies in this description could cause a delay or a denial of the request in the review of your application.

#### **EXHIBIT A**

2,427 SQUARE FOOT ALLEY ABANDONMENT CARROLLTON HEIGHTS, PHASE 2 CITY OF CARROLLTON, DALLAS COUNTY, TEXAS

**DESCRIPTION** of a 2,427 square foot parcel of land situated in the J.B. Lee, Survey, Abstract No. 798, City of Carrollton, Dallas County, Texas, said tract being a portion of a 20 foot wide alley located in Block B, Carrollton Heights Addition, an addition to the City of Carrollton, Texas according to the plat thereof recorded in Volume 1 Page 193 of the Map Records Dallas County, Texas, said tract parcel being more particularly described as follows:

**BEGINNING** at a 1/2 inch steel rod found at the intersection of the South line of said 20 foot wide alley and the West right-of-way of Erie Street (a 50 foot wide right-of-way), and being the Northeast corner of Lot 2, Block A, Carrollton Heights, Phase 2, an addition to the City of Carrollton, Texas according to the plat thereof recorded in Instrument No. 201200174335, of the Official Public Records Dallas County, Texas;

THENCE North 89°51'13" West, departing said West right-of-way line and with the North line of said Lot 2 and South line of said 20 wide alley for a distance of 121.39 feet to a "+" cut in concrete recovered at the Northwest corner of said Lot 2:

THENCE North 00°01'24" West departing said south line of said 20 wide alley, for a distance of 20.00 feet to a "+" cut in concrete recovered in the North line of said 20 foot wide alley, said point being the Southwest corner of Lot 1, Block A of said Carrollton Heights, Phase 2;

THENCE South 89°51'13" East with the South line of said Lot 1 and North line of said 20 foot wide alley for a distance of 121.35 feet to a 5/8 inch steel rod with "TERRACORP" cap recovered at the Southeast corner of said Lot 1 and being the intersection of the North line of said 20 foot wide alley and the said West right-of-way of Erie Street;

THENCE South 00°08'08" East with said West line of Erie Street, for a distance of 20.00 feet to the **POINT OF BEGINNING** and containing: 2,427 square feet or 0.056 acres of land, more or less.

#### **NOTES**

1. Bearings shown hereon are based on NAD83(CORS96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202) using the Geoshack "GeoNet" RTK GPS Network.

## **EXHIBIT A**

LOT 1, BLOCK A FISHER ESTATES CITY OF SUNNYVALE, TEXAS

TERRACORP ASSOC. LLC

3960 BROADWAY BLVD STE 236 GARLAND. TX 75043

DATE: 5/21/2015

SCALE: N/A

I Neil D. Culver, a Registered Professional Land Surveyor hereby certify that this exhibit represents the results of an accurate survey made on the ground under my personal supervision.

Neil D. Culver

Registered Professional Land Surveyor

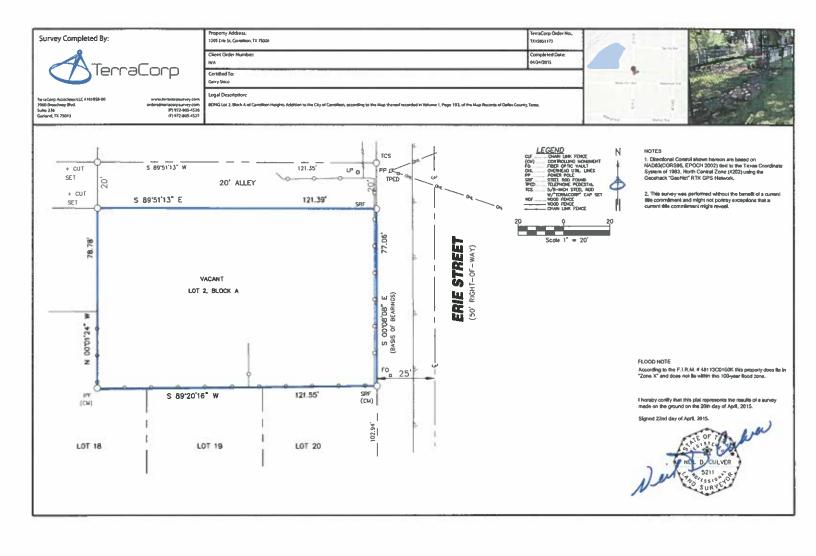
Registration No. 5211

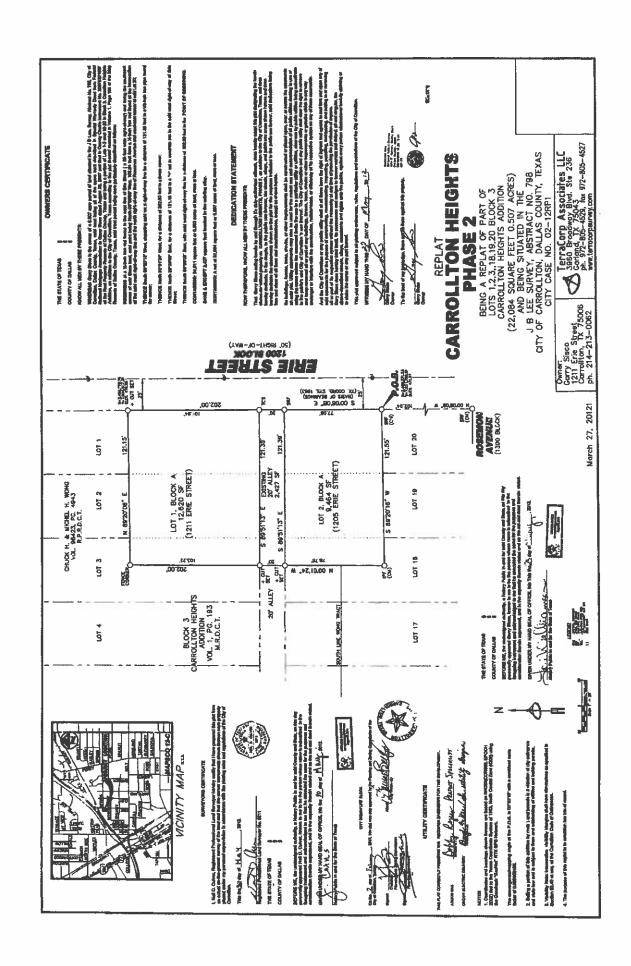


# EXHIBIT B GRAPHIC REPRESENTATION

Attach a plat, scale drawing or other graphic exhibit (8 ½ " X 11" PMT or "stat.") of the easement/right of way to be vacated and abandoned in the above application, and includes the following: the legal description; the record owners of abutting lots; the boundaries of all contiguous lots; the surrounding area to the nearest streets in all directions; the blocks and addition(s) in and upon which the area to be abandoned is located; and any easements or public facilities contained in or affected by the area to be abandoned. The attached will be reviewed by the City Engineering Department. Any discrepancies or missing information could cause a delay or a denial of the request in the review of your application.









## EXHIBIT 3 PUBLIC UTILITY CONSENT

By attached letter, the below listed public utility companies, using or entitled to use that portion of the drainage and sanitary sewer easements sought to be vacated and abandoned, have granted consent to the vacation and abandonment of the property for which abandonment was requested, and described in Exhibits A & B of this Application.

**NOTE:** If a request for abandonment of a right of way is for economic development purposes and the abandonment is sought pursuant to Chapter 55 of the Carrollton Code of Ordinances, all existing easements shall remain in effect.

Oncor

Verizon

**Time Warner Cable** 

Water/Wastewater Division, City of Carrollton



## EXHIBIT 3 PUBLIC UTILITY CONSENT

By attached letter, the below listed public utility companies, using or entitled to use that portion of the drainage and sanitary sewer easements sought to be vacated and abandoned, have granted consent to the vacation and abandonment of the property for which abandonment was requested, and described in Exhibits A & B of this Application.

NOTE: If a request for abandonment of a right of way is for economic development purposes and the abandonment is sought pursuant to Chapter 55 of the Carrollton Code of Ordinances, all existing easements shall remain in effect.

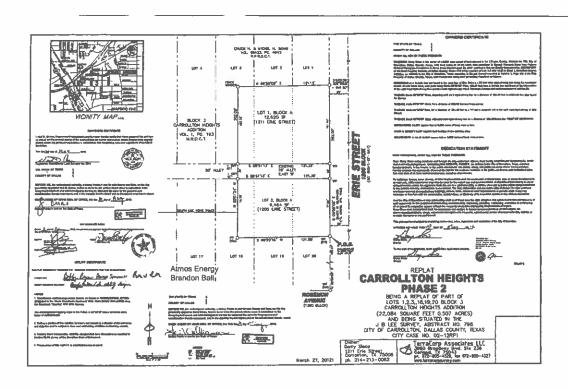
Oncor

Verizon

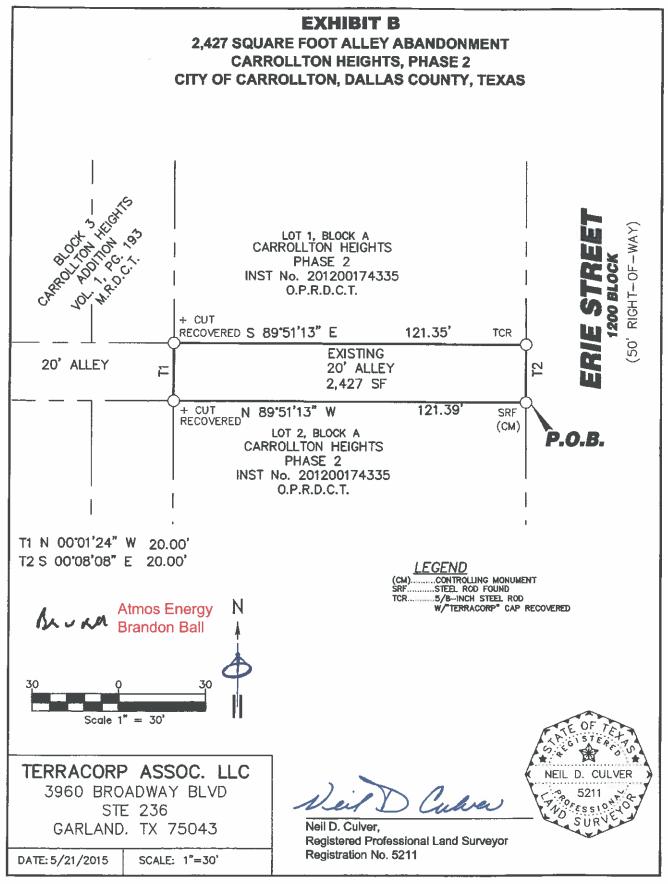
Time Warner Cable

Water/Wastewater Division, City of Carrollton

Atmos Energy Brandon Ball



. . .



#### **EXHIBIT A**

#### 2,427 SQUARE FOOT ALLEY ABANDONMENT CARROLLTON HEIGHTS, PHASE 2 CITY OF CARROLLTON, DALLAS COUNTY, TEXAS

**DESCRIPTION** of a 2,427 square foot parcel of land situated in the J.B. Lee, Survey, Abstract No. 798, City of Carrollton, Dallas County, Texas, said tract being a portion of a 20 foot wide alley located in Block B, Carrollton Heights Addition, an addition to the City of Carrollton, Texas according to the plat thereof recorded in Volume 1 Page 193 of the Map Records Dallas County, Texas, said tract parcel being more particularly described as follows:

**BEGINNING** at a 1/2 inch steel rod found at the intersection of the South line of said 20 foot wide alley and the West right-of-way of Erie Street (a 50 foot wide right-of-way), and being the Northeast comer of Lot 2, Block A, Carrollton Heights, Phase 2, an addition to the City of Carrollton, Texas according to the plat thereof recorded in Instrument No. 201200174335, of the Official Public Records Dallas County, Texas;

THENCE North 89°51'13" West, departing said West right-of-way line and with the North line of said Lot 2 and South line of said 20 wide alley for a distance of 121.39 feet to a "+" cut in concrete recovered at the Northwest corner of said Lot 2;

THENCE North 00°01'24" West departing said south line of said 20 wide alley, for a distance of 20.00 feet to a "+" cut in concrete recovered in the NOrth line of said 20 foot wide alley, said point being the Southwest corner of Lot 1, Block A of said Carrollton Heights, Phase 2;

THENCE South 89°51'13" East with the South line of said Lot 1 and North line of said 20 foot wide alley for a distance of 121.35 feet to a 5/8 inch steel rod with "TERRACORP" cap recovered at the Southeast comer of said Lot 1 and being the intersection of the North line of said 20 foot wide alley and the said West right-of-way of Erie Street:

THENCE South 00°08'08" East with said West line of Erie Street, for a distance of 20.00 feet to the **POINT OF BEGINNING** and containing: 2,427 square feet or 0.056 acres of land, more or less.

#### **NOTES**

1. Bearings shown hereon are based on NAD83(CORS96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202) using the Geoshack "GeoNet" RTK GPS Network.

Bru Rall

Brandon Ball Atmos Energy

## **EXHIBIT A**

LOT 1, BLOCK A
FISHER ESTATES
CITY OF SUNNYVALE, TEXAS

TERRACORP ASSOC. LLC

3960 BROADWAY BLVD STE 236 GARLAND. TX 75043

DATE: 5/21/2015

SCALE: N/A

I Neil D. Culver, a Registered Professional Land Surveyor hereby certify that this exhibit represents the results of an accurate survey made on the ground under my personal supervision.

Neil D. Culver,

Registered Professional Land Surveyor

Registration No. 5211



## EXHIBIT 3 PUBLIC UTILITY CONSENT

By attached letter, the below listed public utility companies, using or entitled to use that portion of the drainage and sanitary sewer easements sought to be vacated and abandoned, have granted consent to the vacation and abandonment of the property for which abandonment was requested, and described in Exhibits A & B of this Application.

**NOTE:** If a request for abandonment of a right of way is for economic development purposes and the abandonment is sought pursuant to Chapter 55 of the Carrollton Code of Ordinances, all existing easements shall remain in effect.

Oncor Rand Nekel, SR. UTILITY DESIGNER 6-3-15.

Verizon

Time Warner Cable

Water/Wastewater Division, City of Carrollton

#### **EXHIBIT A**

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BEGINNING at a 1/2 inch steel rod found at the intersection of the South line of said 20 foot wide alley and the West right-of-way of Erie Street (a 50 foot wide right-of-way), and being the Northeast corner of Lot 2. Block A. Carrollton Heights, Phase 2, an addition to the City of Carrollton, Texas according to the plat thereof recorded in Instrument No. 201200174335, of the Official Public Records Dallas County, Texas;

THENCE North 89°51'13" West, departing said West right-of-way line and with the North line of said Lot 2 and South line of said 20 wide alley for a distance of 121.39 feet to a "+" cut in concrete recovered at the Northwest corner of said Lot 2:

THENCE North 00°01'24" West departing said south line of said 20 wide alley, for a distance of 20,00 feet to a "+" cut in concrete recovered in the NOrth line of said 20 foot wide alley, said point being the Southwest corner of Lot 1, Block A of said Carrollton Heights, Phase 2;

THENCE South 89°51'13" East with the South line of said Lot 1 and North line of said 20 foot wide alley for a distance of 121.35 feet to a 5/8 inch steel rod with "TERRACORP" cap recovered at the Southeast corner of said Lot 1 and being the intersection of the North line of said 20 foot wide alley and the said West right-of-way of Erie Street;

THENCE South 00°08'08" East with said West line of Erie Street, for a distance of 20,00 feet to the POINT OF BEGINNING and containing: 2,427 square feet or 0,056 acres of land, more or less.

#### **NOTES**

1. Bearings shown hereon are based on NAD83(CORS96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202) using the Geoshack "GeoNet" RTK GPS Network.

## **EXHIBIT A**

LOT 1, BLOCK A FISHER ESTATES CITY OF SUNNYVALE, TEXAS

TERRACORP ASSOC. LLC

3960 BROADWAY BLVD STE 236

GARLAND, TX 75043

DATE: 5/21/2015

SCALE: N/A

I Neil D. Culver, a Registered Professional Land Surveyor hereby certify that this exhibit represents the results of an accurate survey made on the ground under my personal supervision.

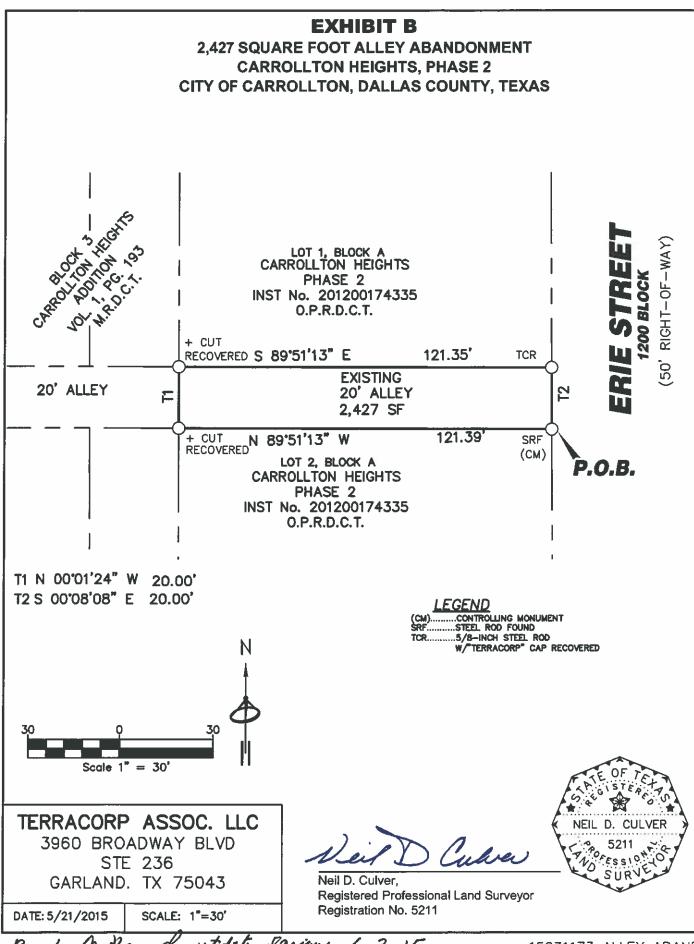
Neil D. Culver,

Registered Professional Land Surveyor

Registration No. 5211

15031173 ALLEY ABAND

Korny Mku, Sr. Wility Resigna 6-3-15



Ravel Mekee, Sh. utility designer 6-3-15



## EXHIBIT D ABUTTING PROPERTY OWNER CONSENT

The undersigned, owners of property abutting/impacted by that portion of an area as

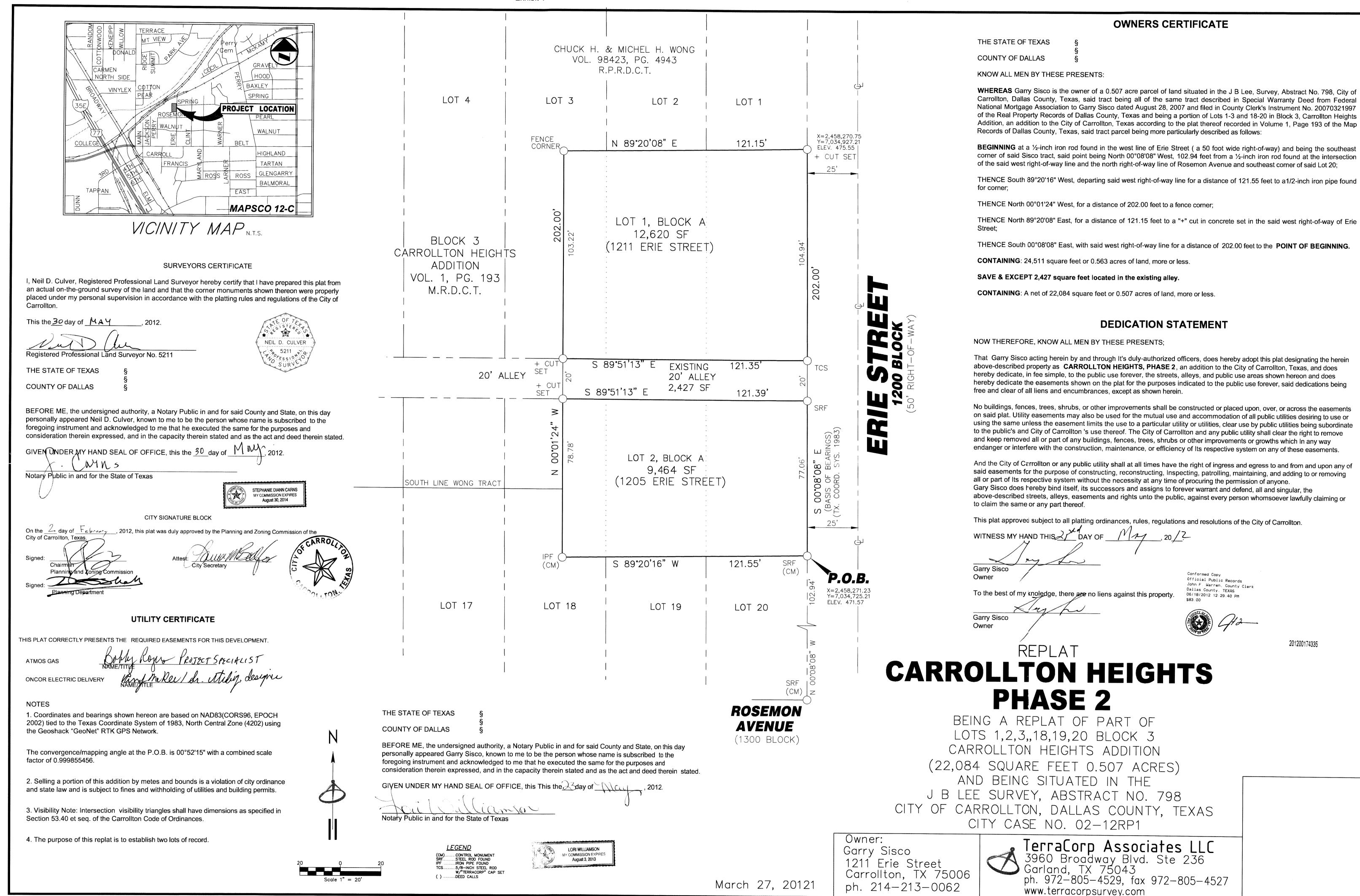
County, Texas, DO HEREBY CONSENT to such vacation and abandonment by the City of X hots 1+2 Block & Cancell for Heights Name: Address: Owner Signature: (b) Name: Address: Owner Signature: (c) Name: Address: Owner Signature: (d) Name: Address: Owner Signature: (e) Name: Address: Owner Signature:

List all property owners. If unable to obtain signature or consent, provide an explanation for lack of signature or consent. Attach additional pages if needed.





Legend





## **City of Carrollton**

## Agenda Memo

File Number: 2084

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Resolution

Agenda Number: \*15.

CC MEETING: July 7, 2015

**DATE:** June 16, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Tom Latchem, Director of Economic Development

Consider A Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With RDL Property, LP.

#### **BACKGROUND:**

RDL Property, LP has requested a tax incentive for a 75,000 square foot corporate headquarters/ manufacturing/distribution center (DC International) located at 4488 Plano Parkway. DC International is a company founded in Carrollton in 2008 and has grown to become a global, tech-savvy seller of high quality leather goods through *Leatherology.com* to major companies such as Toyota, Google, Seiko, and A&E, and of canvas covers for household and commercial use through *TheCoverStore.com*.

#### FINANCIAL IMPLICATIONS:

The total cost of the building is \$7,400,000 with an investment in inventory of approximately \$3,500,000, for a total investment of almost \$11 million. This 7-year, 50% abatement of real and personal property, including inventory, would result in a savings of approximately \$33,000 annually to the company for a 7-year total savings of approximately \$230,000. During the same 7-year timeframe the City of Carrollton would receive a total of approximately \$230,000 in tax revenue.

## IMPACT ON COMMUNITY SUSTAINABILITY:

In accordance with the City of Carrollton's goal of enhancing the tax base through new development, this project meets all criteria.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council authorize the City Manager to enter into an incentive agreement with RDL Property LP (attached).

<b>RESOLUTION NO.</b>	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND RDL PROPERTY, L.P., ESTABLISHING A PROGRAM OF GRANTS IN AN AMOUNT EQUAL TO FIFTY PERCENT OF REAL AND BUSINESS PERSONAL PROPERTY TAXES PAID ON CERTAIN DESCRIBED PROPERTY FOR A MAXIMUM PERIOD OF SEVEN YEARS TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Carrollton, Texas ("City") has received a request for grant incentives from RDL Property, L.P. ("DC International") for the construction of a 75,000 S.F. manufacturing, sales, and distribution facility on a 3-acre site of land located at 4488 Plano Parkway in Carrollton, TX ("Property") in order to promote local economic development and stimulate business and commercial activity within the City, and

**WHEREAS**, the City is authorized by Texas Local Government Code  $\delta$  380.001, *et seq*. to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council of the City of Carrollton ("City Council") previously adopted the Tax Abatement Incentive Policy to provide financial incentives to facilities for enhancements and/or redevelopment ("Program"); and

WHEREAS, DC International has requested grants in an amount equal to a percentage of real and business personal property taxes paid on the Property, and for the business personal property located on the Property ("BPP"), for a maximum period of seven (7) years, of fifty percent (50%) of the taxable value of the Property and BPP, as further set forth in an economic development incentive agreement between the City and DC International, attached hereto as Exhibit "A" and incorporated herein for all purposes ("Agreement"); and

**WHEREAS**, upon full review and consideration of the request, and all matters attendant and related thereto, the City Council is of the opinion that the Agreement should be approved, and that the City Manager shall be authorized to execute an agreement memorializing these terms and conditions on behalf of the City of Carrollton;

# 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 are true and correct and are incorporated herein and made part hereof for all purposes.

Resolution No	Page 2
	$\mathcal{C}$

## Section 2

The requested grant incentives, having been reviewed by the City Council, and found to be acceptable and in the best interests of the City and its citizens, are hereby in all things approved.

## Section 3

The City Manager is hereby authorized to execute the Agreement, and all other documents in connection therewith, on behalf of the City of Carrollton.

## Section 4

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON the 7<sup>th</sup> day of JULY, 2015.

	City of Carrollton, Texas	
	Matthew Marchant, Mayor	
ATTEST:		
Krystle Nelinson, City Secretary		
Approved as to form:	Approved as to content:	
Meredith Ladd, City Attorney	Thomas Latchem, Director of Economic Development	

#### ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (the "Agreement") is made by and between the City of Carrollton, Texas (the "City"), and RDL Property, L.P., a Texas limited partnership authorized to conduct business in Texas, d/b/a DC International (the "Company"), acting by and through their respective authorized officers and representatives.

### WITNESSETH:

WHEREAS, Company is engaged in the production, sales, and distribution of leather goods and canvas covers to corporate and consumer accounts and intends to construct and operate a 75,000 S.F. manufacturing, sales, and distribution facility located on a three (3) acre site of land at 4488 Plano Parkway in Carrollton, TX (the "Property"), as generally depicted in the conceptual master plan, attached hereto and incorporated by reference, as if written word for word herein, in Exhibit "A", as such plans may be further amended and approved pursuant to applicable laws; and

**WHEREAS**, the City is authorized by Texas Local Government Code § 380.001, *et seq*. to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council of the City of Carrollton finds that it is in the best interest of the City to make a grant to the Company as an economic development incentive to use for clearing and developing the Property as set out herein.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company, intending to be legally bound, hereby covenant and agree as follows:

#### **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Base Year Value" shall mean the assessed value of the Taxable Property, as defined below, on the Property effective January 1, 2015.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company's operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

"Property" shall include the land and improvements thereon, as determined by the Texas Property Tax Code.

"Taxable Property" shall include the real property and improvements and the business personal property subject to City of Carrollton taxes for the term of this Agreement.

"Taxable Value" shall be the same as the value of the Taxable Property as determined annually by the Dallas Central Appraisal District, or any other applicable taxing or valuation governmental authority with jurisdiction over the Property, subject to the appeal procedures set forth in the V.T.C.A. Tax Code. Any decrease in Taxable Value after appeal is subject to recalculation of the appropriate amount of the grant from the City under this Agreement. If the City has issued the grant to the Company based on the greater value, refund of any overpayment by the City to Company of such difference shall be remitted to the City within 60 days to City after final determination of an appeal.

#### **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2022 (the "Term"), unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Article IV below, the Company agrees to perform the following:

- (A) <u>Development of Property</u>. On or before December 1, 2015, Company will complete the construction of the improvements, set forth below, as evidenced by a Certificate of Occupancy (or applicable equivalent) for the structure constructed thereon; provided, however, an extension of this date may be granted based upon market conditions; and
- (B) <u>Performance</u>. Company agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, construct its improvements to the Property; and
- (C) <u>Improvements</u>. Company shall, during the term of this Agreement, make real property improvements in and on the Property to consist of a 75,000 S.F. manufacturing, sales, and distribution facility, as generally depicted in Exhibit "A", as such plans may be further amended and approved pursuant to applicable laws, and such improvements may be owned and managed by Company or sold by Company after development. Company shall locate BPP on the Property and maintain BPP on the Property during the term of this Agreement.

## **Article IV Economic Development Grant**

### 4.1 **Grant.**

For the term of this Agreement, City agrees to provide grants to the Company on the Taxable Value assessed and paid in an amount equal to fifty percent (50%) of the Taxable Value for years one (1) through seven (7), less the Base Year Value. The term of the grant shall

commence in the year in which the Taxable Value is assessed after the Certificate of Occupancy is issued and will continue during the term of this Agreement as long as Company meets each of the obligations set forth in this Agreement and complies with the requirements set out in Section 4.2 below.

## 4.2 **Grant Payment Requirements and Schedule.**

- (A) Subject to compliance with Article III above, Company may submit itemized documents setting forth the Taxable Value of the Property and BPP improvement(s) and request grant funds in accordance with the terms of Section 4.1. Failure to comply with this Section 4.2 shall not subject the grant in Section 4.1(A) to forfeiture.
- (B) City shall remit the grant funds under this Article IV to the Company within sixty (60) days of the receipt of its annual property tax payment from the Dallas Central Appraisal District, or other taxing entity, but not later than ninety (90) days after Company's annual property tax payment.

# Article V Default; Termination

- 5.1 **Events of Termination.** This Agreement terminates upon any one or more of the following:
  - (1) By expiration of the Term; or
  - (2) If a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured, following written notice, and opportunity to cure, as set forth above.

5.2 <u>Effect of Termination/Survival of Obligations</u>. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

## Article VI Retention and Accessibility of Records

6.1 **Records**. Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (1) Five (5) years from the end of the Agreement period; or
- (2) The period required by other applicable laws and regulations.
- 6.2 Accessibility. Company gives City, its designee, or any of their duly authorized representatives, reasonable access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to terminate this Agreement as provided for in Section 5.1 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## Article VII Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned or managed affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment. In the event such approval is withheld, and a portion of the Property is transferred, such transfer shall not be a default hereunder, but such portion of the Property shall no longer be subject to this Agreement.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

## Article VIII Miscellaneous

- 8.1 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. It is understood and agreed between the parties that the Company, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties, and Company agrees to indemnify and hold City harmless therefrom; it is further understood and agreed among parties that the City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties
- 8.2. **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.
- 8.3. **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.
- 8.4. <u>Notice.</u> Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City: City of Carrollton, Texas Attention: City Manager P.O. Box 110535 Carrollton, TX 75011

With a copy to: City of Carrollton, Texas Attention: City Attorney P.O. Box 110535 Carrollton, TX 75011

If intended for the Company: RDL Property, L.P. Attn: Rai Liu 4488 Plano Parkway Carrollton, Texas 75010

- 8.5. **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- 8.6. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Dallas County, Texas.
- 8.7. **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.
- 8.8. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 8.9. **Recitals.** The recitals to this Agreement are incorporated herein.
- 8.10. <u>Authorized to Bind</u>. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.
- 8.11. <u>Compliance</u>. Under Chapter 2264 of the Texas Local Government Code, Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the City, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the grant from the City with interest, at the rate of 5% according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation. City may exercise all rights to enforce this recovery as allowed by Subchapter C of Chapter 2264 or any other laws.
- 8.12. <u>Counterparts</u>. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED the	day of	, 2015.
ATTEST:		CITY OF CARROLLTON, TEXAS
Krystle Nelinson, City	Secretary	Leonard Martin, City Manager
APPROVED AS TO I	FORM:	APPROVED AS TO CONTENT:
Meredith Ladd, City A	Attorney	Thomas Latchem Director of Economic Development
COMPANY		
RDL Property, L.P., a	Texas limited partr	nership
By:		
Name: Title:		
THO		
STATE OF		)
COUNTY OF		)
COUNTY OF		)
		y, on this day personally appeared,
subscribed to the fore	going instrument ar siderations therein	L.P., known to me to be the person whose name is and acknowledged to me that s/he executed the same for expressed, in the capacity therein stated and as the act
GIVEN UND	DER MY HAND _, 2015.	AND SEAL OF OFFICE this day of
(seal)		Notary Public
		Printed or Typed Name
My commission expire	es:	

#### EXHIBIT B

## BOUNDARY DESCRIPTION

A tract or parcel of land situated in the Abiah Dyer Survey, Abstract No. 360, in the City of Carrollton, Denton County, Texas and being part of the called 12.038 acres tract described in the deed to Crow-Billingsley #7, Inc. recorded in Volume 1892 Page 306 in the Denton County Deed Records (DCDR), and being also part of the called 19.92 acres tract described in the deed to Crow-Billingsley #7, Inc. recorded in Volume 1892 Page 303 in the DCDR, and being more particularly described as follows:

BEGINNING at a fence corner post at the northeast corner of said 12.038 acres tract on the north line of said Abiah Dyer Survey;

THENCE North 86°41'56" West 490.55 feet along the north side of said 12.038 acres tract to a set ½ inch iron rod with C&P cap;

THENCE South 02°49'05" West 614.10 feet to a set ½ inch iron rod with C&P cap on the north right-of-way line of Plano Parkway (100' wide right-of-way);

THENCE South 87°10'55" East 345.33 feet along the north line of Plano Parkway to a found ½ inch iron rod with SPIARSENG cap;

THENCE Easterly an arc distance of 145.21 feet continuing along the north line of Plano Parkway with a tangent curve to the right, said curve having a radius of 1,049.82 feet, a central angle of 07°55'29" and a chord bearing of South 83°13'12" East 145.09 feet to a set ½ inch iron rod with C&P cap;

THENCE North 02°51'37" East at 293.02 feet passing a found 1/2 inch iron rod at the southeast corner of said 12.038 acres tract and Continuing for a total distance of 619.99 feet to the Point of Beginning and Containing 300,570.83 square feet or 6.9002 acres of land more or less.

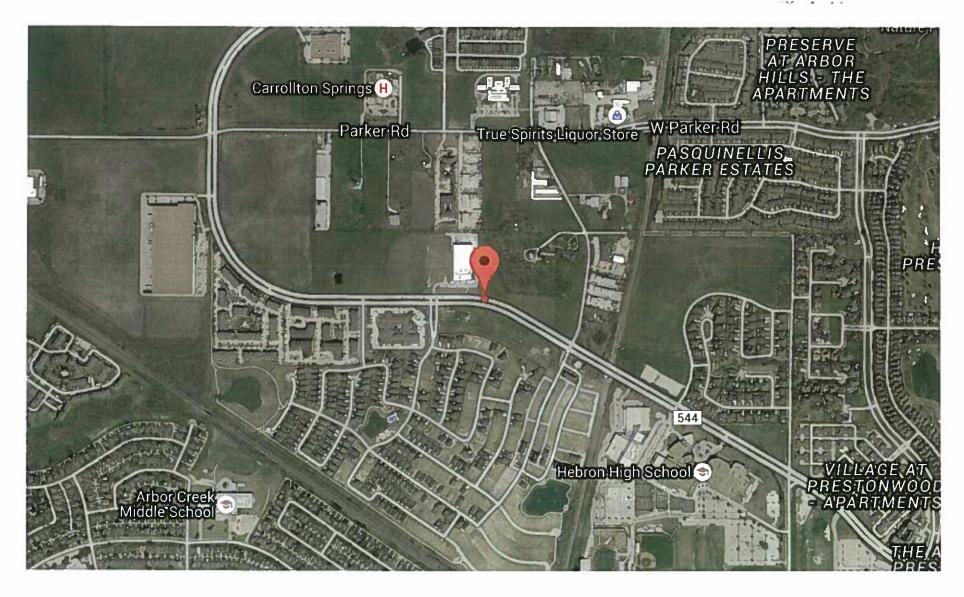
Google Maps
Page 1 of 1



## 4488 Plano Pkwy

4488 Plano Pkwy, Carrollton, TX 75010







## **City of Carrollton**

## **Agenda Memo**

File Number: 2114

Agenda Date: 7/7/2015 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Resolution

Agenda Number: \*16.

CC MEETING: July 7, 2015

**DATE:** July 1, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Scott Whitaker, Parks & Recreation Director

Consider <u>A Resolution To Rename The Soccer Complex, Rename Three Individual Fields,</u> And Name A Street At McInnish Park Sports Complex.

#### **BACKGROUND:**

Members of the VFW Post 8923 in Carrollton approached staff several months ago about naming a significant landmark for the three soldiers from Carrollton who have died in the line of duty. Staff and members of VFW also discussed naming a park or street for veterans. After the initial discussion, park staff suggested the soccer complex at McInnish Park be named Veterans Park. The soccer complex area is separate from the main park and does not currently have a unique title. In addition, it was suggested that soccer complex Fields A - C be named, respectively, "Sgt. Carlos A. Benitez Field," "Cpl. Nathaniel A. Aguirre Field," and "PFC Michael E. Angerstein Field" after the service men from Carrollton. Lastly, the road into to the soccer complex off McInnish Park Dr. is not named; therefore, staff suggested that it be named "Veterans Way.". Staff requested the VFW Post write a proposal for consideration by the Parks & Recreation Board and City Council. The proposal from VFW Post 8923 requesting the naming is attached.

At the June 22, 2015, Parks & Recreation Advisory Board meeting, this agenda item was presented and discussed. Two current VFW Post members were in attendance. The Parks & Recreation Advisory Board unanimously recommended the following for City Council consideration: 1) Name the street entering the soccer complex Veterans Way, 2) Name the soccer complex Veterans Park, and 3) Name three of the fields for the three fallen servicemen who honorably made the ultimate sacrifice.

#### FINANCIAL IMPLICATIONS:

The City would replace the letters near the entrance, which are mounted and are not permanent, and the City would put up the new street sign. All other costs associated with this request would be paid for by the VFW Post. This would include markers at the field and any other amenities.

File Number: 2114

## STAFF RECOMMENDATION/ACTION DESIRED:

The Parks & Recreation Advisory Board and staff recommend approval of the following:

- 1. Name the street entering the soccer complex Veterans Way,
- 2. Name this soccer complex Veterans Park, and
- 3. Name three of the fields for the three fallen servicemen, named above, who honorably made the ultimate sacrifice.



## 1024 S. Elm St. Carrollton, Texas 75006

Mr. Scott Whitaker
Director of Parks and Recreation
City of Carrollton, Texas

Per our previous conversations, I would like to formally request consideration for the renaming of several soccer fields within McInnish Park in honor of several of our citizens who lost their lives in the service of our Country.

As an officer of our local VFW Post 8923, we would like make the following requests:

- 1. Rename the road leading from McInnish Drive back to the soccer complex to something like Veterans Way, or Veterans Parkway.
- 2. For the circle drive at the complex, we would recommend Veterans Circle
- 3. As suggested by City staff, we would like to rename three of the fields after the three servicemen that we have identified as honorably making their ultimate sacrifices.

Our Post members voted unanimously to recommend and support the above steps. We visualize forming a committee to develop the circle to include benches, a dedicated memorial brick program, and other amenities as possible to recognize the brave men and women who have served our country in both peace and war time.

Thank you for working with us, and I look forward to assist in moving this forward.

Ronald F. Branson VFW Post 8923 Service Officer 1406 Charlotte Way Carrollton, Texas 75007 972-492-7688

C: Tim Herrel

RESOLUTION	NO.
KESOLUTION	110.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, NAMING THE SOCCER COMPLEX WITHIN MCINNISH PARK "VETERANS PARK"; RENAMING THE STREET ENTERING THE VETERANS PARK SOCCER COMPLEX "VETERANS WAY"; RENAMING VETERANS PARK SOCCER COMPLEX FIELDS A – C AFTER THREE FALLEN SERVICEMEN FROM CARROLLTON; AND PROVIDING AN EFFECTIVE DATE.

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

## **SECTION 1**

The soccer complex within the McInnish Park is hereby named "Veterans Park." The street entering the Veterans Park soccer complex is hereby named "Veterans Way." Veterans Park soccer complex Fields A – C will be named, respectively, "Sgt. Carlos A. Benitez Field," "Cpl. Nathaniel A. Aguirre Field," and "PFC Michael E. Angerstein Field."

## **SECTION 2**

The City Manager is authorized to take all necessary action to fulfill the intent of this Resolution.

### **SECTION 3**

This Resolution shall take effect on July 7, 2015.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 7<sup>th</sup> day of July, 2015.

	Matthew Marchant, Mayor
ATTEST:	
Krystle Nelinson, City Secretary	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Meredith Ladd, City Attorney	Erin Rinehart, Assistant City Manager



## **City of Carrollton**

## **Agenda Memo**

File Number: 2104

Agenda Date: 7/7/2015 Version: 1 Status: Public Hearing/Consent

Agenda

In Control: City Council File Type: Public Hearing

Agenda Number: \*17.

CC MEETING: July 7, 2015

**DATE:** June 30, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Scott Hudson, Environmental Services Director

Hold A Public Hearing And Consider A Resolution Adopting The Analysis Of Impediments

To Fair Housing And Program Year 2015 Community Development Block Grant (CDBG)

One-Year Plan Of Action And Budget.

#### **BACKGROUND:**

This agenda item is to hold a public hearing and receive comments on the proposed Community Development Block Grant (CDBG) Analysis of Impediments to Fair Housing and Program Year 2015 One-Year Plan of Action and Budget. The item also includes a proposed resolution to adopt these documents.

On October 1, 2015 the City of Carrollton will receive \$696,061 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG program is designed to address housing and community development concerns for low to moderate income families and neighborhoods. According to federal law, these funds must be used for the principal benefit of persons of low and moderate income in Carrollton. The proposed Plan of Action fulfills these requirements.

The proposed budget includes \$543,720 for the reconstruction of streets and sidewalks in the Carrollton Downs Neighborhood - Phase II (NOTICE); \$15,000 for special projects in Rhoton Park; \$79,000 for the Housing Rehabilitation Repair Program; and \$58,341 for enhanced code enforcement in the CDBG Target Area. All of the activities in the proposed budget are identified as major priorities in the previously adopted 2014-2018 Consolidated Plan.

In addition to the annual action plan, HUD periodically requires that grantees conduct a more comprehensive assessment of community housing status and needs, known as the Analysis of Impediments to Fair Housing. This study must address housing opportunities for all protected classes: race, color, religion, national origin, sex, familial status, and disability. In May 2015 the City Council authorized a contract with BBC Research to conduct this assessment, which

includes extensive demographic analysis and community input. This study is now complete.

Three public hearings were conducted to solicit public input on the proposed Analysis of Impediments to Fair Housing: one at the Neighborhood Advisory Commission (NAC) June 2015 meeting, one at MOSAIC and one at the Crosby Recreation Center. These hearings were well attended and provided a wide variety of comments. These public comments and NAC input have helped shape the draft Analysis of Impediments.

The study indicated that Carrollton offers equitable housing opportunities across the board, including opportunities for persons with disabilities, senior citizens on fixed incomes, and minorities. While the report is generally positive, it does offer recommendations for future CDBG plans, including:

- Improving financial literacy in certain segments of the community, especially focusing on personal credit and budgeting
- Continuing funding of home improvement and rehabilitation programs with more detailed reporting
- Supporting development of affordable rental housing
- Updating aspects of land use codes to mitigate potential discriminatory treatment of persons with disabilities

Staff will continue to review options for implementing these recommendations.

On June 11, 2015, the NAC voted unanimously to recommend adoption of the draft Analysis of Impediments to Fair Housing and One-Year Plan of Action by the City Council.

### FINANCIAL IMPLICATIONS:

The PY 2015 Community Development Block Grant will provide \$696,061 in new financial resources for community development initiatives.

#### IMPACT ON COMMUNITY SUSTAINABILITY:

Annually, the Carrollton Community Development Block Grant program secures, allocates and administers approximately \$700,000 in new community development resources for use in the low-and-moderate income areas of the City. Long-term community sustainability is supported by significant financial reinvestment in the physical infrastructure of aging neighborhoods, housing rehabilitation and code enforcement.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the City Council conduct the public hearing and adopt the Analysis of Impediments to Fair Housing and Program Year 2015 Community Development Block Grant One-Year Plan of Action and Budget.



Where Connections Happen

## **Executive Summary**

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The following One-Year Action Plan represents the first year of the City of Carrollton's 2015-2019 Consolidated Plan. It identifies activities to be undertaken in Program Year 2015 to address priority community needs. The Plan outlines and describes the resources available, the projects and activities to be funded and the proposed accomplishments for the 2015 program year.

The City of Carrollton has established the following housing and community development goals, objectives and outcomes to guide the use of funds for 2015-2019 program years.

- The three *Goals* will guide how the City allocates its block grant funding during the next five program years.
- The *Objectives* and *Outcomes* refer to the 2015, One-Year Action Plan. These fall under one of the three five-year goals. The objectives detail what the City intends to accomplish with the identified funding sources to meet housing and community development needs. The outcomes detail how the City will monitor the accomplishments (e.g., in terms of households assisted, facilities rehabilitated, etc).

The City expects to receive \$696,061 in CDBG funding for the 2015-2016 planning year. This funding will be used to partially fulfill the following overall, five-year goals and meet the annual objectives.

As captured in the analysis conducted for this Consolidated Plan, the City's housing needs are relatively modest. The City's community development needs, however, are much greater. As noted above, the City's infrastructure needs replacing to prevent substantial repair bills for owners. Low-income households in particular would have much difficulty affording the \$10,000 to \$15,000 it would take to pay for infrastructure improvements themselves. If these repairs were not made, infrastructure would continue to decline, leading to lower property values and neighborhood decline. To preserve the housing stock of its low and moderate income neighborhoods, the City has made public infrastructure

improvements its top priority. The City will also provide funding to homeowners with rehabilitation needs and, through General Fund allocations, assist its social service organizations with needed operating dollars.

The need assessments and housing market analyses conducted to support the 2015-2019 Consolidated Plan identified two primary needs in Carrollton:

- 1) Very low income renters, who have grown in numbers in the past 5 years, have difficulty finding rental units they can afford. In 2012, an estimated 2,950 renters earned less than \$20,000 a year. These renters needed rental units priced at less than \$500/month, but less than 50 were available. This leaves a shortage of 2,900 rental units for very low income renters.
- 2) Continued challenges in aging infrastructure, which is imperative to maintain preservation of the City's housing stock. The total cost of replacing the infrastructure for the City of Carrollton is estimated at over \$2 billion dollars. Currently, the City of Carrollton's infrastructure is estimated to have a C+ rating.

The City of Carrollton has a demonstrated commitment to serving its residents with the greatest needs. To continue this commitment and in order to effectively implement the Community Development Plan, the City will dedicate an estimated \$350,000 in general fund resources to fund partners providing social services to Carrollton residents in need.

To determine which low and moderate income neighborhoods have the greatest needs, the City has developed a needs identification and ranking system, which it reviews and updates on a regular basis. This system takes into account property/housing values, crime, age of housing stock, code violations and other relevant characteristics.

## 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

### One-Year (2015) Action Plan—Objectives and Outcomes

The following One-Year Objectives and Outcomes demonstrate how the City's specific activities support and achieve the three goals listed above.

Goal No. 1: Revitalize and maintain public infrastructure in the City's low and moderate income neighborhoods.

Due to the City's aging neighborhoods and unique circumstances involving soil quality in the Carrollton area, significant public infrastructure repairs are needed throughout the City. Rather than randomly address necessary repairs, the City has elected to systematically implement needed street, alley, sidewalk and water and sewer line repairs one neighborhood at a time until the entire public infrastructure in that area has been repaired or reconstructed. Once repairs have been completed the City ensures that the neighborhoods are well preserved through code enforcement activities.

<u>Objective 1.1. (SL-3.1, DH-3.1)</u> Continue to fund the City's NOTICE program with CDBG dollars. Update and revise existing ranking system as needed to determine priority neighborhoods for program. Complete necessary repairs to street, alley, sidewalk and water and sewer line infrastructure until the entire neighborhood is repaired or reconstructed.

 Outcome 1.1. Through the NOTICE program, the City will repair and reconstruct all public infrastructure in two to three low and moderate income neighborhoods over the next five years.

<u>Objective 1.2. (SL-3.2, DH–3.2)</u> Continue to implement enhanced code enforcement with CDBG funds in neighborhoods where NOTICE repairs have been completed.

• Outcome 1.2. Utilization of enhanced code enforcement preserves infrastructure repairs and ensures that the improved aesthetic and structural quality of neighborhood will last.

<u>Objective 1.3. (SL–3.3)</u> Continue to provide matching grants with general funds to neighborhood groups to upgrade and restore public property in the City through the City's Neighborhood Enhancement Matching Grant Program.

 Outcome 1.3. At the discretion of City Council, the City will continue to allocate an average of \$15,000 per year in Neighborhood Enhancement Matching Grant (NEMGP) funds. This will be matched by the community in sweat equity (volunteer work hours), donated materials, cash and labor.

Goal No. 2: Preserve and strengthen existing housing stock through various housing rehabilitation programs.

<u>Objective 2.1. (DH-3.4)</u> Continue to fund the City's Housing Rehabilitation program with CDBG funds to assist low to moderate income homeowners complete minor home repairs that they would otherwise be unable to afford.

• *Outcome 2.1.* The City will provide financial assistance to approximately 15 households each year through its Housing Rehabilitation program.

Goal No. 3: Assist local social service providers targeting low to moderate income residents.

<u>Objective 3.1. (SL–2.1)</u> Continue to allocate a portion of the City's General Fund towards grants and donations for Carrollton service providers that target low to moderate income residents.

Outcome/Objective Codes	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 1 -

#### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Last year's accomplishments include: reconstruction of streets and sidewalks in the Carrollton

Downs Phase I neighborhood, successful completion of nine Minor Home Repair projects and a total of

1,635 code enforcement actions in the CDBG target area. The City expended 100 percent of its CDBG funds for activities that principally benefit low and moderate income persons.

#### **Current Year's (PY 2014) Activities Include:**

Total Funds	\$731,079
Enhanced Code Enforcement	\$58,341
Housing Rehabilitation	\$75,000
NOTICE Jimmy Porter Park	\$15,000
NOTICE Carrollton Downs Phase I	\$542,738
Analysis of Impediments to Fair Housing	\$40,000

To address these needs, the City proposes a Five-year strategy that focuses on preserving residential infrastructure, neighborhood stability and affordable housing. This will be supplemented by annual general fund contributions from the City to support the emergency assistance, homeless prevention and supportive services provided by nonprofit partners.

The City of Carrollton's CDBG investments have been used to make long lasting improvements to many low and moderate income neighborhoods. Last year's accomplishments include: reconstruction of streets and sidewalks in the Carrollton Downs, Phase I neighborhood, successful completion of fifteen Housing Rehabilitation projects and over 1,400 code enforcement actions in the CDBG target

area. The City expended 100 percent of its CDBG funds for activities that principally benefit low and moderate income persons.

Analysis of Impediments to Fair Housing	\$40,000
NOTICE Carrollton Downs Phase I	\$542,738
NOTICE Jimmy Porter Park	\$15,000
Housing Rehabilitation	\$75,000
Enhanced Code Enforcement	\$58,341
Total Funds	\$731,079

Table 2 - Current Year's (PY 2014) Activities

#### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Leadership responsibility for the success of this program ultimately rests with the City of Carrollton and more specifically with the Community Services Division. Community Services staff assists in coordinating the efforts of the entities involved, making periodic progress reports to federal, state and local governmental bodies, providing technical assistance to local not-for-profit organizations, and encouraging involvement from the business community.

#### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments for the PY 2015 Annual Action Plan were for the majority in support of the Plan. One comment received was not in favor of supporting Code Enforcement with Federal funds another indicated interest in developing CDBG projects in the LMI area in central Carrollton around Peters Colony and Josey Ln.

#### 6. Summary of comments or views not accepted and the reasons for not accepting them

N/A all comments and views were included in the plan.

#### 7. Summary

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name		Department/Agency	
	•				
CDBG Administrator			Environmental	Services and Community Development	

Table 3 – Responsible Agencies

Narrative (optional)

**Consolidated Plan Public Contact Information** 

## AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

#### 1. Introduction

The City of Carrollton consulted with residents and stakeholders (e.g., social service providers, local churches, City departments and other community partners). Consultation included two public meetings to obtain citizen participation in the PY 2015 Annual Action Planprocess; dialogue on Carrollton's Nextdoor social media channel; and other written communications. The process and results are described in detail in the attached summary of Citizen Input.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

As needed, the Division of Community Services provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Carrollton.

During the PY 2015 Annual Action Plan period, the City will continue to promote and emphasize the need for greater coordination between all agencies active in Carrollton so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are being properly addressed and that resources are being maximized.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

As detailed in the Citizen Input document (attached), homelessness is a relatively new need in the Carrollton community. The City is not formally a member of the Continuum of Care and through this planning process has begun to consider how to coordinate with the Continuum to address this emerging issue in the future.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Carrollton is not currently part of area Continuum of Care networks.

The City has expressed an interest and willingness to assist and participate in the Dallas Area Consortium on Homelessness, as well as the Denton County Consortium on Homelessness. This would be a supporting role, offering assistance to agencies that are working to mitigate homelessness in the region.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 4 – Agencies, groups, organizations who participated

2	Agency/Group/Organization	Metrocrest Services		
	Agency/Group/Organization Type	Services - Housing		
		Services-Children		
		Services-Elderly Persons		
		Services-Persons with Disabilities		
		Services-homeless		
		Services-Education		
		Services-Employment		
	What section of the Plan was addressed by	Homeless Needs - Chronically homeless		
	Consultation?	Homeless Needs - Families with children		
		Homelessness Needs - Veterans		
		Homelessness Needs - Unaccompanied youth		
		Homelessness Strategy		
		Non-Homeless Special Needs		
		Anti-poverty Strategy		
	Briefly describe how the Agency/Group/Organization	Metrocrest Services is the primary provider of nonprofit social services in the City		
	was consulted. What are the anticipated outcomes of	of Carrollton. Metrocrest Services was sent the Draft Py 2015 Annual Action Plan		
	the consultation or areas for improved coordination?	via e-mail for comment.		
3	Agency/Group/Organization	Bea's Kids		
	Agency/Group/Organization Type	Services-Children		
		Services-Education		
		Child Welfare Agency		
	What section of the Plan was addressed by	Non-Homeless Special Needs		
Consultation?		Anti-poverty Strategy		

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Bea's Kids is a non-profit organization that has been serving underprivileged children. Bea's Kids was sent the Draft PY 2015 Annual Action Plan via e-mail for comment.
4	Agency/Group/Organization	Carrollton Community Gardens
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Carrollton Community Gardens/Keep Carrollton Beautiful is a non-profit organization that has been serving Carrollton with beautification, environmental responsibility and 3 community gardens. Carrollton Community Gardens/KCB was sent the Draft PY 2015 Annual Action Plan via e-mail for comment.
5	Agency/Group/Organization	Neighborhood Advisory Commission
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by	Housing Need Assessment		
	Consultation?	Public Housing Needs		
		Homeless Needs - Chronically homeless		
		Homeless Needs - Families with children		
		Homelessness Needs - Veterans		
H		Homelessness Needs - Unaccompanied youth		
		Homelessness Strategy		
		Non-Homeless Special Needs		
		Market Analysis		
		Economic Development		
		Anti-poverty Strategy		
		Lead-based Paint Strategy Neighborhood Revitalization		
	Briefly describe how the Agency/Group/Organization	The NAC hosted a public forum attended by city staff, residents, leaders of		
	was consulted. What are the anticipated outcomes of	neighborhood organizations and representatives of a local senior center. The		
	the consultation or areas for improved coordination?	forum consisted of a presentation about the PY 2015 Annual Action Plan and a		
		discussion of housing and community development needs in Carrolton's LMI		
		neighborhoods. More detail is provided in the attached Citizen Input document.		
6	Agency/Group/Organization	CASA of Denton County		
	Agency/Group/Organization Type	Services - Housing		
		Services-Children		
		Services-Victims of Domestic Violence		
		Services-homeless		
		Services - Victims		
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs		

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Casa of Denton County was sent the Draft PY 2015 Annual Action Plan via e-mail for comment.			
7	Agency/Group/Organization	CHILDREN'S ADVOCACY CENTER OF DENTON COUNTY			
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims			
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs			
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Childrens' Advocacy Center was sent the Draft PY 2015 Annual Action Plan via e-mail for comment.			
8	Agency/Group/Organization	CHRISTIAN COMMUNITY ACTION			
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Health Agency			

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Christian Community Action was sent the Draft PY 2015 Annual Action Plan via email for comment.
9	Agency/Group/Organization	THE FAMILY PLACE
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Family Place was sent the Draft PY 2015 Annual Action Plan via e-mail for comment.
10	Agency/Group/Organization	Metrocrest Community Clinic
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Metrocrest Community Clinic was sent the Draft PY 2015 Annual Action Plan via e-mail for comment.
11	Agency/Group/Organization	MOSAIC
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?		MOSAIC was sent the Draft PY 2015 Annual Action Plan via e-mail for comment.

## Identify any Agency Types not consulted and provide rationale for not consulting

N/A; all relevant agencies and organizations were invited to participate in the PY 2015 Annual Action Plan process.

## Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 5 – Other local / regional / federal planning efforts

## Narrative (optional)

Carrollton participates in joint funding of the nonprofit organizations providing services to low income residents in many municipalities in the region. This cooperative funding promotes efficient delivery of services to residents in need and recognizes that needs do not end at jurisdictional boundaries--but require regional solutions.

## AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Carrollton and its community partners hosted two public meetings to obtain citizen participation in the PY 2015 Action Plan process.

The City of Carrollton promoted the public meetings through local print medias; social media including Carrollton's Nextdoor channel; and through direct invitations to local stakeholders. The meetings were held on June 110 and 11, 2015 at two community venues—Carrollton's Neighborhood Advisory Commission's monthly meeting and Crosby Recreation Center in South Carrollton. A total of 2 residents and stakeholders participated in the meetings.

Each public meeting included:

A brief overview of the Action Plan purpose and process;

A presentation of the allowed uses of CDBG funds;

A presentation of the location of low and moderate income (LMI) areas in the City of Carrollton;

A presentation of how the City has invested CDBG funds in LMI neighborhoods in the past; and

A discussion with attendees about housing and community development needs in Carrollton and the activities they would prioritize.

Attendees included a mix of neighborhood association leaders, members of the real estate professional community and interested residents. In addition to the public meetings, residents submitted comments about needs through the City's Nextdoor channel and stakeholders participated in interviews.

Annual Action Plan 2015 Citizens and stakeholders were also invited to comment on the draft PY 2015 Action Plan during the 30-day public comment period that began May 15 and ended July 30, 2015. A public hearing was held on July 7 with City Council where staff presented the proposed goals and objectives of the funding allocation for the 2015 Annual Action Plan.

## **Citizen Participation Outreach**

Sort Ord er	Mode of Outrea ch	Target of Outrea ch	Summary of response/attenda nce	Summary of comments received	Summary of comme nts not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities  Non-English Speaking - Specify other language: Spanish	3 residents attended, all English speaking. All very supportive of PY 2015 Annual Action Plan.	None	None	
2	Public Hearing	Non- targeted/broad community	7 NAC memebers in attendance. No community particiaption.	None	None	
3	Newspaper Ad	Non- targeted/broad community	Newspaper ad posted on 5/31/2015, 6/7/2015, 6/28/2015 and 7/5/2015	none	none	

Sort Ord er	Mode of Outrea ch	Target of Outrea ch	Summary of response/attenda nce	Summary of comments receiv ed	Summary of comme nts not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non- targeted/broad community	No comments received.	none	none	www.cityofcarrollton.com/c
5	Internet Outreach	Non- targeted/broad community		Two responses received. 1 expressed dissatisfaction with code enforcement and did not want grant funding applied toward Enhanced Code Enforcement. 2 - Expressed interest in more CDBG programs in the LMI area in Central Carrollton around Peters Colony Rd. & Josey Ln	none	www.nextdoor.com/carrollt on

Table 6 – Citizen Participation Outreach

## **Expected Resources**

## **AP-15 Expected Resources – 91.220(c) (1, 2)**

#### Introduction

This section discusses the resources that will be used to meet the goals of the 2014-2018 Five-year Consolidated Plan. These resources are financial, involve partnership opportunities, and include ability to leverage additional funds.

#### **Priority Table**

Program	Source of	Uses of Funds	Ехр	ected Amount	Available Year	1	Expected	Narrative Description
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Reminder of ConPlan \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements						
		Public Services	696,061	0	0	696,061	0	

**Table 7 - Expected Resources - Priority Table** 

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In exchange for the funding, the agencies and organizations work closely with the City in the provision of social services to all citizens in need. The close partnership the City has with each agency grows with each year of collaboration. Staff that is employed as part of CDBG grant administration and planning activity provide technical, referral and capacity building assistance for the agencies on an ongoing basis.

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The list below identifies some of the principal partners for the City's priority funding and service development:

- Bea's Kids
- CASA of Denton County
- Children's Advocacy Center for Denton County
- Christian Community Action
- The Family Place
- Habitat for Humanity
- Keep Carrollton Beautiful/Carrollton Community Gardens
- Launchability
- Metrocrest Community Clinic
- Metrocrest Services
- MOSAIC
- PediPlace

The City meets with all of its partners on an as-needed basis to develop organization capacity and programming offerings. Staff also regularly provides technical assistance and professional expertise to further develop institutional structure for all agencies and organizations serving the low-to-moderate income citizens of Carrollton.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not intend to use publicly owned land or property to fulfill the goals of the 2014-2018 Five-year Consolidated Plan.

#### Discussion

Please see above.

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## **Annual Goals and Objectives**

## AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

## **Goals Summary Information**

Sort	Goal Name	Start	End	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Order		Year	Year					
1	Goal 1. Improve	2014	2018	Non-Housing			CDBG:	Public Facility or Infrastructure
	Neighborhood			Community			\$543,720	Activities other than
	Infrastructure			Development				Low/Moderate Income Housing
								Benefit: 575 Persons Assisted
2	Goal 2. Enhance	2014	2018	Non-Housing	2014-2018	Housing and	CDBG:	Buildings Demolished: 5 Buildings
	Code			Community	NOTICE Priority	Neighborhood	\$58,341	Housing Code
	Enforcement			Development	Neighborhoods	Improvements		Enforcement/Foreclosed Property
								Care: 1500 Household Housing Unit
3	Goal 3. Provide	2014	2018	Non-Housing		Housing and		
	Neighborhood			Community		Neighborhood		
	Matching Grants			Development		Improvements		
4	Goal 4. Preserve	2014	2018	Affordable		Housing and	CDBG:	Homeowner Housing
	Existing Housing			Housing		Neighborhood	\$79,000	Rehabilitated: 20 Household
	Stock			Non-Housing		Improvements		Housing Unit
				Community				
				Development				

Sort	Goal Name	Start	End	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Order		Year	Year					
5	Goal 5. Assist	2014	2018	Homeless		Public		Homelessness Prevention: 15000
	Service Providers			Non-Homeless		Services/Social		Persons Assisted
				Special Needs		Supports		
				Non-Housing				
				Community				
				Development				
6	Promote	2014	2018	Non-Housing				Facade treatment/business
	Economic			Community				building rehabilitation: 5 Business
	Development			Development				

Table 8 – Goals Summary

## **Goal Descriptions**

1	Goal Name	Goal 1. Improve Neighborhood Infrastructure
	Goal Description	As captured in the analysis conducted for this Consolidated Plan, the City's housing needs are relatively modest. The City's community development needs, however, are much greater. As noted above, the City's infrastructure needs replacing to prevent substantial repair bills for owners. Low-income households in particular would have much difficulty affording the \$10,000 to \$15,000 it would take to pay for infrastructure improvements themselves. If these repairs were not made, infrastructure would continue to decline, leading to lower property values and neighborhood decline. To preserve the housing stock of its low and moderate income neighborhoods, many of which are minority-concentrated, the City has made public infrastructure improvements its top priority. In addition, the City will provide capital funding for materials and specialized labor for neighborhood revitalization in LMI target neighborhoods.
		To determine which low and moderate income neighborhoods have the greatest needs, the City has developed a needs identification and ranking system, which it reviews and updates on a regular basis. This system takes into account property/housing values, crime, age of housing stock, code violations and other relevant characteristics to determine which neighborhoods have the greatest needs and would benefit the most from community investment.

2	<b>Goal Name</b>	Goal 2. Enhance Code Enforcement
	Goal Description	Utilization of enhanced code enforcement preserves infrastructure repairs and ensures that the improved aesthetic and structural quality of neighborhood will last.
3	<b>Goal Name</b>	Goal 3. Provide Neighborhood Matching Grants
	Goal Description	Continue to provide matching grants to neighborhood groups to upgrade and restore public property in the City through the City's Neighborhood Enhancement Matching Grant Program.
4	<b>Goal Name</b>	Goal 4. Preserve Existing Housing Stock
	Goal Description	Low-income households in particular would have much difficulty affording the \$3,000 to \$10,000 it would take to pay for houising improvements themselves. If these repairs were not made, infrastructure would continue to decline, leading to lower property values and neighborhood decline. To preserve the housing stock of its low and moderate income neighborhoods, many of which are minority-concentrated, the City has made it their priority to continue to fund the City's Housing Rehabilitation program which includes People Helping People, Minor Home Repair and Emergency Repair projects to assist low to moderate income homeowners complete minor home repairs that they would otherwise been unable to afford.
5	<b>Goal Name</b>	Goal 5. Assist Service Providers
	Goal Description	Continue to allocate a portion of the City's General Fund towards grants and donations for Carrollton service providers that target low to moderate income residents.
6	<b>Goal Name</b>	Promote Economic Development
	Goal Description	Continue to allocate a portion of the City's General Fund toward grants to maintain and enhance aging retail spaces through the Retail Redevelopment program.

Table 9 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

### **AP-35 Projects – 91.220(d)**

#### Introduction

This section details the projects proposed for the 2015-2016 program year.

#	Project Name
1	Enhanced Code Enforcement
2	HOUSING REHABILITATION
3	N.O.T.I.C.E Infrastructure
4	N.O.T.I.C.E Neighborhood Revitalization Projects

**Table 10 – Project Information** 

# Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities for Pogram Year 2015 are based on identification of the greatest needs in Carrollton, as described in the MA and NA sections of the Consolidated Plan. These include aging infrastructure and aging housing stock. In Program Year 2015, the City of Carrollton will allocate a total of \$696,061 in CDBG funds to meet these objectives. The specific allocation of those funds is as follows:

- 78% or \$543,720 dedicated to physical improvements to the infrastructure within Carrollton Downs Neighborhood
- 2% or \$15,000 dedicated to physical improvements to parks and/or special projects in completed NOTICE Neighborhoods located in the CDBG target area – Rhoton Park walkway and lighting project
- 11% or \$79,000 dedicated to the development of the City's Housing Rehabilitation Program which includes Minor Home Repair, Emergency Repair and People Helping people activities.
- 8% or \$58,341 for Enhanced Code enforcement in the CDBG Targeted area.

## **Projects**

## **AP-38 Projects Summary**

## **Project Summary Information**

Table 11 – Project Summary

1	Project Name	Enhanced Code Enforcement
	Target Area	
	Goals Supported	Goal 2. Enhance Code Enforcement
	Needs Addressed	Housing and Neighborhood Improvements
	Funding	CDBG: \$58,341
	Description	To pay salary and benefits for code enforcement officer dedicated to designated CDBG target areas in Carrollton.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,500 Carrollton households will benefit from CDBG Enhanced code enforcement activities.
	Location Description	2014-2018 CDBG Target Areas.
	Planned Activities	Monitoring and enforcement of residential land use codes.
2	Project Name	HOUSING REHABILITATION
	Target Area	
	Goals Supported	Goal 4. Preserve Existing Housing Stock
	Needs Addressed	Housing and Neighborhood Improvements
	Funding	CDBG: \$79,000

	Description	Funding for owner occupied unit home repair for low to moderate income residents. Program includes emergency repair, minor exterior repair and people helping people volunteer projects for qualifying homeowners.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Twenty families are expected to benefit from home rehabilitation projects each year.
	<b>Location Description</b>	Locations will vary depending on where residents' homes are located in the City.
	Planned Activities	Emergency repair, minor exterior repair and people helping people volunteer projects for qualifying homeowners. Due to better indentification and outreach of the Minor Home Repair Program a higher number of housing rehabilitation projects was completed by staff. And an additional \$15,000 to be redirected from unspent administrative funds due to cost savings and staff vacancies to the repair program.
3	Project Name	N.O.T.I.C.E Infrastructure
	Target Area	
	Goals Supported	Goal 1. Improve Neighborhood Infrastructure
	Needs Addressed	Neighborhood Infrastructure Improvements
	Funding	CDBG: \$543,720
	Description	Physical improvements to the infrastructure within Carrollton Downs Neighborhood.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	150

	Location Description	Carrollton Down Neighborhood, loacted within the 2014-2018 CDBG Target Areas, which includes 1000 block of Hersey Dr., 2300 & 2400 blocks of Sparling Way, 2400 & 2500 Towerwood, 2300 & 2400 Misty Way & 2300 & 2400 Ridgedale Dr.
	Planned Activities	Replace water and sewer lines, sidewalks, alleys and streets.
4	Project Name	N.O.T.I.C.E Neighborhood Revitalization Projects
	Target Area	
	Goals Supported	Goal 1. Improve Neighborhood Infrastructure
	Needs Addressed	Neighborhood Infrastructure Improvements
	Funding	CDBG: \$15,000
	Description	Complement to N.O.T.I.C.E. Infrastructure projects that include neighborhood revitalization efforts in local parks or other neighborhood initiated special projects.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Rhoton Park located within the 2014-2018 CDBG Target Areas.
	Planned Activities	Replacement of aging walking path and lighting in park.

### AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

During the 2015 Action Plan year, CDBG funding for the NOTICE program will be allocated to CDBGeligible priority neighborhoods. Neighborhoods receiving improvements are ranked according to infrastructure needs.

For the 2014-2018 Consolidated Plan, low and moderate income (LMI) areas were identified based on the 2008-2012 and 2012 American Community Survey (ACS) and the 2014 HUD LMI categories.

The calculation used to identify LMI areas was: 1) Determine average household size by Census tract using 2012 ACS; 2) Determine the LMI ceiling by tract, which is 80% of the median family income limit closest to the tract-level average family size; 3) Using household income distribution data from the ACS, determine the number of households in the tract that earn less than the LMI ceiling; 4) Calculate the proportion of the tract's households that the LMI households represent. If 42.5% or more, the tract is a LMI tract. The LMI tracts are shown in the Grantee Unique Appendices. The first map identifies the LMI tracts in Carrollton. The second map shows the proportion of LMI households for all tracts.

During the 2015 Action Plan year, the City of Carrollton will allocate funding geographically toward the Carrollton Downs neighborhood, in Census tract 137.15, block group 1. This neighborhood is a minority-concentrated area.

The appendix also shows where minority concentrated tracts are located. These are based on the following definition: A minority concentrated area is any neighborhood or Census tract in which: 1) The percentage of households in a particular racial or ethnic minority group is at least 20 percentage points higher than the percentage of that minority group for the housing market areas; 2) The total percentage of minority persons is at least 20 percentage points higher than the total percentage of all minorities in the housing market areas as a whole; or 3) If a metropolitan area, the total percentage of minority persons exceeds 50 percent of its population. The housing market area is the region where it is likely that renters and purchasers would be drawn for a particular housing project. Generally the housing market area is the county.

#### **Geographic Distribution**

Target Area	Percentage of Funds
2014-2018 NOTICE Priority Neighborhoods	89

**Table 12 - Geographic Distribution** 

## Rationale for the priorities for allocating investments geographically

Neighborhoods receiving improvements are ranked according to infrastructure needs and LMI status. Many of these neighborhoods are also minority concentrated areas.

#### Discussion

Please see above

## **Affordable Housing**

## AP-55 Affordable Housing – 91.220(g)

#### Introduction

This section summarizes the affordable housing goals for the PY 2015 Action Plan

One Year Goals for the Number of Households to be Supported			
Homeless	0		
Non-Homeless	0		
Special-Needs	0		
Total	0		

Table 13 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	15

Table 14 - One Year Goals for Affordable Housing by Support Type

#### Discussion

Please see above

## **AP-60 Public Housing – 91.220(h)**

#### Introduction

This section is not applicable, as Carrollton does not have a public housing authority.

Actions planned during the next year to address the needs to public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

# AP-65 Homeless and Other Special Needs Activities – 91.220(i) Introduction

This section describes the activities planned during the PY2015 program year to address the needs of persons who are homeless and other non-homeless special needs.

# Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

# Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Outreach to persons experiencing homelessness is done through the City's partners, primarily Metrocrest Services and Christian Community Action. Carrollton allocates a portion of general funds each year to supporting these organizations and their efforts to prevent homelessness and provide needed services to the homeless population. The needs of persons who are homeless are assessed routinely as part of program provision.

#### Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to partner with Metrocrest Services, who will provide the following services:

- Case Management
- Thorough assessment and evaluation of individual needs. Monitoring individuals as they move from homelessness to transitional housing to permanent housing
- Prevention
- Rent/Mortgage assistance
- Utility assistance
- Education and training on budgeting and financial management
- Supportive Services
- Emergency financial assistance
- Rent/Mortgage assistance
- Counseling and/or advocacy
- Medical/Dental/Vision assistance
- Emergency food assistance
- Emergency clothing assistance
- Emergency shelter assistance
- Employment assistance
- Transportation assistance
- Minor home repair

- Programs: holiday food and gifts
- Education
- Job counseling
- Employment skills training
- Tax preparation assistance
- Money management classes
- Summer camp
- Information and referral to various programs
- Seasonal programs: school supplies and school shoes

The above-mentioned services are provided to the homeless population, population at risk of becoming homeless and those transitioning from homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Please see above.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Please see above.

#### Discussion

Please see above.

#### One year goals for the number of households to be provided housing through the use of HOPWA for:

Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family

Tenant-based rental assistance

Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated

Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds

Total

## AP-75 Barriers to affordable housing - 91.220(j)

#### Introduction

This section describes the City's plan to address barriers in affordable housing identified in the 2007 Analysis of Impediments to Fair Housing Choice (AI). The City plans to update the AI in 2015. The City's actions to address fair housing barriers will be modified to reflect any new barriers identified in the updated AI.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The 2007 AI found no overt barriers to the development of affordable housing in Carrollton. There was no evidence that the City's zoning regulations, building codes, lot size limitations, development fees or tax rates have a significant adverse effect in the provision of affordable housing in Carrollton.

Carrollton has traditionally been a proponent of residential growth and of affordable housing. Impact fees are limited to new development citywide and are reasonable in rate; there are no "slow growth" or "no growth" ordinances in effect; and the current Zoning Ordinance allows for residential construction of single-family homes with a minimum dwelling unit area of 1,200 square feet and multi-family units with a minimum floor area of 600 square feet. Under the Ordinance, a minimum of a 5,000 square foot lot is allowed. This allowance is important especially as the City begins to address the challenge of in-fill housing in older neighborhoods across the community.

Carrollton's subdivision regulations provide for standard infrastructure and do not vary from area to area unless specified in a Planned Development (PD) or in more restrictive zoning districts. In these cases, more restrictive development standards may apply with regard to setbacks and masonry requirements.

As long as building code requirements are met, most housing types can be built in Carrollton. The Zoning Ordinance allows for single-family, duplex, triplex, quadraplex, townhouse, mobile home, apartment, extended-stay hotels and boarding house development.

#### Discussion

Please see above.

### **AP-85 Other Actions – 91.220(k)**

#### Introduction

This section reports additional efforts the City will undertake during the 2015-2016 program year to address residents' housing and community development needs.

#### Actions planned to address obstacles to meeting underserved needs

Limited funding and resources to address the most complicated situations (e.g., chronically homeless) are the primary obstacles to meeting underserved needs in Carrollton. The City will allocate approximately \$350,000 in general fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

#### Actions planned to foster and maintain affordable housing

Housing actions will be accomplished through existing efforts to preserve affordable housing through neighborhood and housing unit improvement programs (NOTICE, Housing Rehabilitation).

#### Actions planned to reduce lead-based paint hazards

Mitigating lead based paint hazards will mostly be accomplished through lead paint testing and, if lead is found, abatement through the Minor Home Repair program.

The City will also provide information to all program applicants regarding the hazards of lead based paint and display and distribute materials (in English and Spanish) on lead based paint hazards during annual community events.

#### Actions planned to reduce the number of poverty-level families

In addition, the Division of Community Services will provide technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Carrollton.

#### Actions planned to develop institutional structure

The City will promote and emphasize the need for greater coordination between all agencies active in Carrollton so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are being properly addressed and that resources are being maximized.

Actions planned to enhance coordination between public and private housing and socia	эl
service agencies	

Please see above.

Discussion

Please see above.

## **Program Specific Requirements**

## AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

# Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

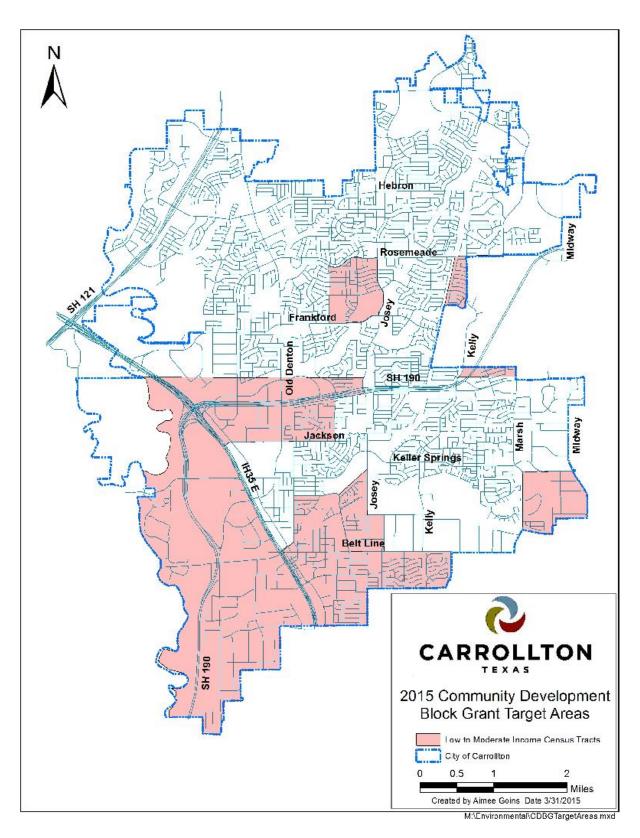
Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next	
program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to	
address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not	
been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0
Other CDBG Requirements	
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit	
persons of low and moderate income. Overall Benefit - A consecutive period of one,	
two or three years may be used to determine that a minimum overall benefit of 70%	
of CDBG funds is used to benefit persons of low and moderate income. Specify the	
years covered that include this Annual Action Plan.	.00.00%

#### **Discussion**

#### **Attachments**

#### **Grantee Unique Appendices**





# **Analysis of Impediments to Fair Housing Choice**

**City of Carrollton** 

#### **Draft Report**

June 4, 2015

## **Analysis of Impediments to Fair Housing Choice**

#### **Prepared for**

City of Carrollton Community Development 1945 East Jackson Road Carrollton, Texas 75006 cityofcarrollton.com

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## **EXECUTIVE SUMMARY**

City of Carrollton, Analysis of Impediments to Fair Housing Choice

# Executive Summary City of Carrollton, Analysis of Impediments to Fair Housing Choice

This report is the 2015 Analysis of Impediments to Fair Housing Choice (AI) for the City of Carrollton (city). This AI was prepared by BBC Research & Consulting (BBC) of Denver. BBC is an economic research and consulting firm with a specialty in housing studies, including fair housing. BBC prepared the city's Five-year Consolidated Plan in 2014.

#### **Analysis of Impediments Background**

An Analysis of Impediments to Fair Housing Choice, or AI, is a U.S. Department of Housing and Urban Development (HUD) mandated review of impediments to fair housing choice in the public and private sector. The AI is required for the City of Carrollton to receive federal housing and community development block grant funding<sup>1.</sup>

In general, the AI involves:

- A review of a city's laws, regulations, actions and practices concerning housing;
- An assessment of how those laws, policies and practices affect the location, availability and accessibility of housing; and
- An assessment of public and private sector conditions affecting fair housing choice.

According to HUD, impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status or national origin that restrict housing choices or the availability of housing choices.
- Any actions, omissions or decisions that have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status or national origin.

HUD's recent strategic plan notes that an inclusive community is one in which all people have access to quality housing, education, employment opportunities, health care, and transportation.<sup>2</sup> HUD seeks, through its strategies to affirmatively further fair housing choice,

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<sup>&</sup>lt;sup>1</sup> The city is also required to submit a Consolidated Plan for Housing and Community Development and an annual performance report to receive funding each year. These reports were prepared separately from the AI and are available at http://cityofcarrollton.com/modules/showdocument.aspx?documentid=12513.

<sup>&</sup>lt;sup>2</sup> http://portal.hud.gov/hudportal/HUD?src=/program\_offices/cfo/stratplan.

that jurisdictions ensure open, diverse, and equitable communities, as well as expand families' choice of affordable rental homes located in a broad range of communities.

#### **Fair Housing Acts**

The Federal Fair Housing Act (FFHA), passed in 1968 and amended in 1988, prohibits discrimination in housing on the basis of race, color, national origin, religion, gender, familial status and disability. The FFHA covers most types of housing including rental housing, home sales, mortgage and home improvement lending, and land use and zoning. Excluded from the Act are owner-occupied buildings with no more than four units, single family housing sold or rented without the use of a real estate agent or broker, housing operated by organizations and private clubs that limit occupancy to members, and housing for older persons. HUD has recently added protection from discrimination based on sexual orientation or gender status to federally funded housing programs, including loans.

HUD has the primary authority for enforcing the Fair Housing Act. HUD investigates the complaints it receives and determines if there is a "reasonable cause" to believe that discrimination occurred. If reasonable cause is established, HUD brings the complaint before an Administrative Law Judge. Parties to the action can also elect to have the trial held in a federal court (in which case the Department of Justice brings the claim on behalf of the plaintiff).<sup>4</sup>

The Texas Fair Housing Act prohibits discrimination on the basis of race, religion, color, sex, national origin, disability and familial status. The Act mirrors the FFHA.

Texas residents who feel that they might have experienced a violation of the FFHA or state fair housing laws can contact HUD's Office of Fair Housing and Opportunity in Fort Worth (FHEO) or the Texas Workforce Commission (TWC). The North Texas Fair Housing Center, located in Dallas and serving 12 counties in the northern part of the Metroplex, is the closet local fair housing resource for Carrollton residents.

#### **AI Methodology**

BBC's approach to the City of Carrollton AI was based on the methodologies recommended in HUD's Fair Housing Planning Guide, Vol. I; HUD's draft Assessment of Fair Housing template; our experience conducting AIs for other cities; and the specific needs of the City according to project managers. The work scope consisted of the following:

**Community participation**. The Carrollton AI community participation process included resident focus groups and meetings with stakeholders involved in housing and real estate to discuss barriers to housing choice.

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<sup>&</sup>lt;sup>3</sup> This is a very general description of the Fair Housing Act and the actions and properties covered by the Act. For more detailed information on the Fair Housing Act, please see the full text, which can be found on the U.S. Department of Justice's website, www.usdoj.gov/crt/housing/title8.htm.

<sup>&</sup>lt;sup>4</sup> "How Much Do We Know? Public Awareness of the Nation's Fair Housing Laws", The U.S. Department of Housing and Urban Development, Office of Policy and Research, April 2002.

**Demographic and housing profile.** In this task, analyses of income, household composition, race and ethnicity, disability status, and English proficiency were used to identify areas of concentrations of protected classes and concentrated areas of poverty. Using a checklist distributed by a HUD regional office, BBC also evaluated Carrollton's zoning code and ordinances from a fair housing perspective.

**Fair housing environment.** The analysis of the fair housing environment included a review of fair housing complaints filed by or against residents and businesses in Carrollton; a review and discussion of trends in fair housing litigation; and an analysis of Home Mortgage Disclosure Act (HMDA) data for differences in loan denials and subprime lending among borrowers of different races and ethnicities.

**Impediments and Fair Housing Action Plan.** The AI concludes with a discussion of current impediments to fair housing choice identified through public participation, data analysis and review of land use policies into impediments to fair housing choice. A five-year Fair Housing Action Plan is recommended for addressing the impediments.

#### **2015** Barriers to Fair Housing Choice

The preliminary fair housing impediments found in this AI update are discussed below. *Note:* These impediments will be supplemented with findings from the citizen and stakeholder participation process once it is complete.

Impediment 1. Residential credit—particularly home improvement loans—can be difficult for minority households in Carrollton to access. This may adversely affect conditions of Carrollton's neighborhoods with high proportions of minority residents.

- Residential loans are denied between 20 and 30 percent of the time for most minority applicants, compared to between 13 and 14 percent for non-Hispanic white and Asian applicants (Figure II-3 in Section II).
- Middle-income African American loan applicants are denied residential loans at almost twice the rate of white applicants (Figure II-4).
- For the majority of borrower groups (whites excepted), home improvement loans are denied more than 70 percent of the time (Figure II-5). The high rates of denials have implications for the condition of homes—and spillover effects in neighborhoods—of the city's minority residents.
- Although not perfectly correlated, many areas of high denials and high subprime lending are also neighborhoods where minority residents are concentrated.

## Impediment 2. Lack of affordable rental housing in Carrollton may disproportionately impact Hispanic residents and children.

Carrollton's Hispanic residents have a poverty rate that is twice as high as other racial groups. Children have the highest poverty rate of any age cohort. As such, these two groups of residents are disproportionately affected by limited affordable housing in the city.

The limited number of affordable rentals in Carrollton relative to low income household growth, coupled with rising housing costs, has increased the need for affordable rentals during the past decade. The shortage of affordable rentals may disproportionately impact residents of Hispanic descent and children, who have the highest rates of poverty in Carrollton.

#### Impediment 3. Fair housing information may be difficult for residents to find.

Although city staff have a standard process for referring residents with questions about their fair housing rights to appropriate organizations in the greater Dallas area, city websites do not contain information about fair housing. When faced with fair housing questions, residents would need to contact city staff directly and then be referred to the appropriate department or organization outside of Carrollton.

#### **2015 Recommended Fair Housing Action Plan**

It is recommended that the City of Carrollton consider the following Fair Housing Action Plan (FHAP) and activities for reducing fair housing impediments.

## Action Item 1. Improve the personal credit and financial literacy of certain Carrollton residents.

- The city should support the availability of financial counseling to households wanting to buy a home. Such counseling should be targeted to African American and Hispanic residents who live in Census tracts where loan denials are the highest.
- The city should consider working with credit counseling agencies and nonprofit housing partners to offer Public Service Announcements (PSAs) and other forms of outreach and education about good lending decisions and how to be aware of predatory lending practices.

Action Item 2. Continue city funding of home improvement and modification programs. Carrollton should continue to help low income residents with home improvements and accessibility modifications that they cannot afford and/or for which they cannot access residential credit from the private sector. The city should monitor the race, ethnicity and familial and disability status of program recipients to ensure that protected classes with disproportionate needs are adequately served by the program. The city should also ensure that the program assists households located in neighborhoods with high rates of loan denials, to work against neighborhood disinvestment.

Action Item 3. Increase the inventory of deeply affordable rentals in Carrollton. The city should continue to support the development of subsidized rental units that are affordable to

residents earning less than \$20,000 per year and accommodate a range of unit sizes to ensure that the families living in poverty with children have access to stable and affordable housing.

Action Item 4. Modify some aspects of the city's land use code to mitigate discriminatory treatment of persons with disabilities. The zoning code and land use regulatory review in Section I of this AI found several areas for improvement. These include:

- Adjust the definition of "family" to clarify that unrelated individuals with disabilities who
  reside together in a congregate or group living arrangement are excepted from the
  occupancy limit.
- Include a less restrictive definition of disability. The city's current definition appears to restrict disability to a physical or mental impairment that substantially affects their activities of daily life. Not only is this a dated definition (the range of care persons with disabilities need is wide-ranging and can change over time), this definition could be interpreted to exclude persons with HIV/AIDS and recovering substance abusers.<sup>5</sup>
- Remove the restriction that a community home cannot be established within one-half mile of an existing community home. A number of courts have found that spacing/dispersal requirements for group homes are discriminatory and do not serve a legitimate government purpose.
- Include personal care homes and residential facilities for persons with developmental disabilities, mental health challenges and recovering substance abusers in single family (personal care homes only) and multifamily districts by right.
- Incorporate a reasonable accommodation policy into the zoning code to increase awareness and understanding of the policy; and
- Incorporate a discussion of fair housing law into the zoning ordinance.

**Action Item 5. Improve access to fair housing information.** Carrollton's apartment inspection program presents a unique opportunity for one-to-one fair housing education from the city to landlords and, by extension from landlords, to tenants. Rental housing inspectors should provide landlords with fair housing education materials for both the landlord and the unit's tenant(s). Communication of fair housing information should also be distributed through the license and registration system.

Carrolton should also provide information on fair housing rights on its website, with links to organizations in the greater Dallas area that engage in fair housing education, conduct fair housing investigation and accept complaints. Finally, as a part of routine training, frontline staff should receive training in fair housing basics and be provided with appropriate referral information for landlord or tenant inquiries.

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<sup>&</sup>lt;sup>5</sup> Although current users of addictive or controlled substances are not protected by the FFHA, *recovering* substance abusers are generally considered as persons with disabilities. District courts have uniformly held that recovering substance abusers are protected by federal fair housing laws.

## **SECTION I.**

**Demographic and Housing Profile** 

## **SECTION I. Demographic and Housing Profile**

An important starting point for the Analysis of Impediments to Fair Housing Choice (AI) is a review of demographic and economic conditions. This is not only a required component of AIs by HUD; the analysis also helps determine if protected classes are more likely to experience barriers to fair housing choice ("disproportionate impact").

In addition to an analysis of racial, ethnic, disability and poverty concentrations, this section also reviews the supply and location of affordable housing in Carrollton. It concludes with an analysis of the city land use regulations and ordinances that affect housing development and choice.

#### **Demographic Summary**

The latest U.S. Census population (from the American Community Survey, or ACS) estimates place the population of the City of Carrollton at 126,700. This is an increase of 17,124 people since 2000—almost 16 percent. On average, the city grew by 1,300 people per month between 2000 and 2013.

Carrollton experienced slower growth than the Metroplex region overall (23% increase between 2000 and 2010) and much slower growth than Collin County (59%) and Denton County (53%)—but not Dallas County (just 7% growth). The Metroplex region is unique in that it is only one of two state regions in which all counties experienced positive population growth between 2000 and 2010.

**Race and ethnicity.** Figure I-1 presents the racial and ethnic composition of city residents and how the composition has changed since 2000.¹ Between 2000and 2013, Carrollton experienced strong growth in its Hispanic (78% increase) and African American (68%) residents.² The racial and ethnic diversity of the city increased overall.

The city's growth in Hispanic residents exceeded that of Dallas County (37% increase), but was less than Collin County (128%) and Denton County (130%). Similarly, Carrollton's African American population increased at a higher rate than Dallas County overall (17%) but much slower than Collin County (182%) and Dallas County (119%). These Metroplex counties experienced some of the largest increases in Hispanic and African American residents in the entire region.

<sup>&</sup>lt;sup>1</sup> It should be noted that Census data on race and ethnic identification vary with how people choose to identify themselves. The U.S. Census Bureau treats race and ethnicity separately: the Bureau does not classify Hispanic/Latino as a race, but rather as an identification of origin and ethnicity. In 2010 the U.S. Census Bureau changed the race question slightly, which may have encouraged respondents to check more than one racial category.

<sup>&</sup>lt;sup>2</sup> The population of American Indian/Alaskan Native residents nearly doubled; however, these residents make up a very small proportion of residents overall (1%).

Figure I-1.
Race and Ethnicity, City of Carrollton, Texas, 2000 and 2013

	2000		2013		2000-2013 Percent	
	Number	Percent	Number	Percent	Change	
Total population	118,652		122,613		3%	
Race						
American Indian and Alaska Native	503	0%	971	1%	93%	
Asian	11,944	11%	17,186	14%	44%	
Black or African American	6,862	6%	11,512	9%	68%	
Native Hawaiian and Other Pacific Islander	75	0%	72	0%	-4%	
White	78,758	72%	83,557	68%	6%	
Some other race	8,451	8%	5,544	5%	-34%	
Two or more races	2,983	3%	3,771	3%	26%	
Ethnicity						
Hispanic or Latino	21,400	20%	38,176	31%	78%	
Non-Hispanic White	88,176	80%	84,437	69%	-4%	

Note: The ACS question on Hispanic origin was revised in 2008 to make it consistent with the 2010 Census Hispanic origin question. As such, there are slight differences in how respondents identified their origin between the 2000 Census and 2013 ACS.

Excludes "Some Other Race" category due to inconsistency of reporting between 2000 Census and 2013 ACS.

Source: 2000 U.S. Census, 2013 ACS.

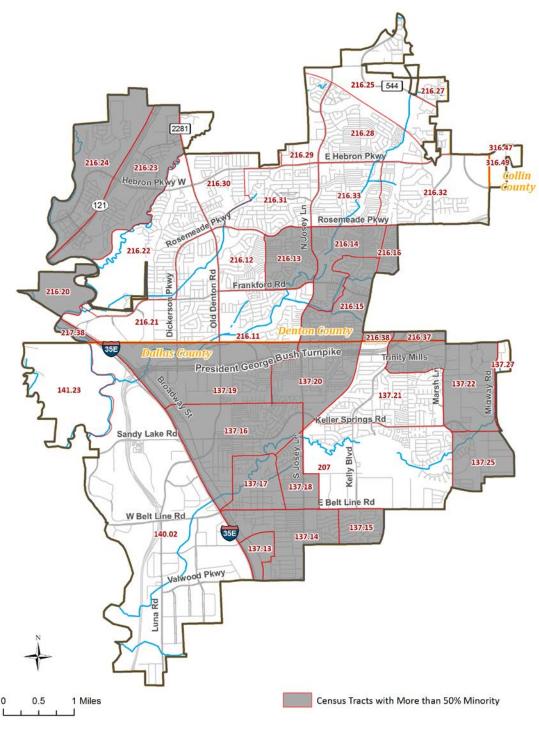
**Racial and ethnic concentrations.** As shown in Figure I-2, areas within Carrollton with minority populations exceeding 50 percent are mostly located in central and south Carrollton.

There are no concentrations of African American residents in Carrollton. Concentrations of Asian (Figure I-3) and Hispanic (I-4) residents occur in only a few Census tracts.

Concentrations are based on the following HUD definitions:

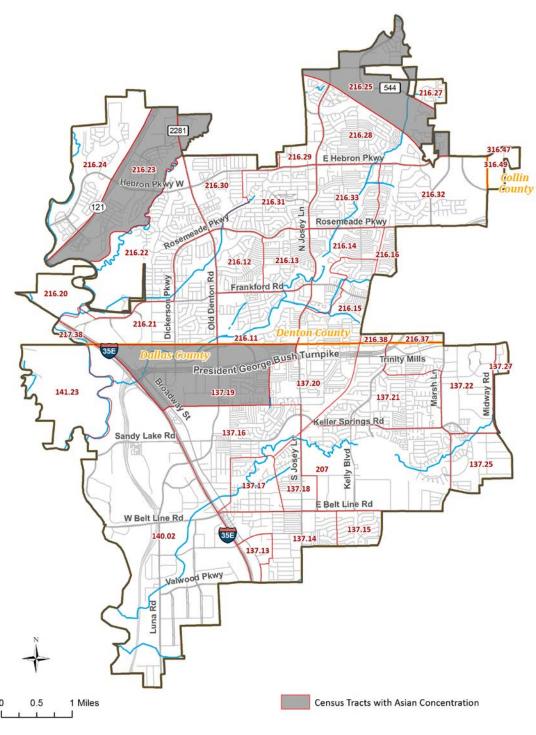
- A minority concentrated area is any neighborhood or Census tract in which: 1) The percentage of households in a particular racial or ethnic minority group is at least 20 percentage points higher than the percentage of that minority group for the housing market areas; 2) The total percentage of minority persons is at least 20 percentage points higher than the total percentage of all minorities in the housing market areas as a whole; or 3) If a metropolitan area, the total percentage of minority persons exceeds 50 percent of its population.
- The "housing market area" is the region where it is likely that renters and purchasers would be drawn for a particular housing project. Generally the housing market area is the county.

Figure I-2.
Areas in Carrollton with Minority Concentrations, 2010



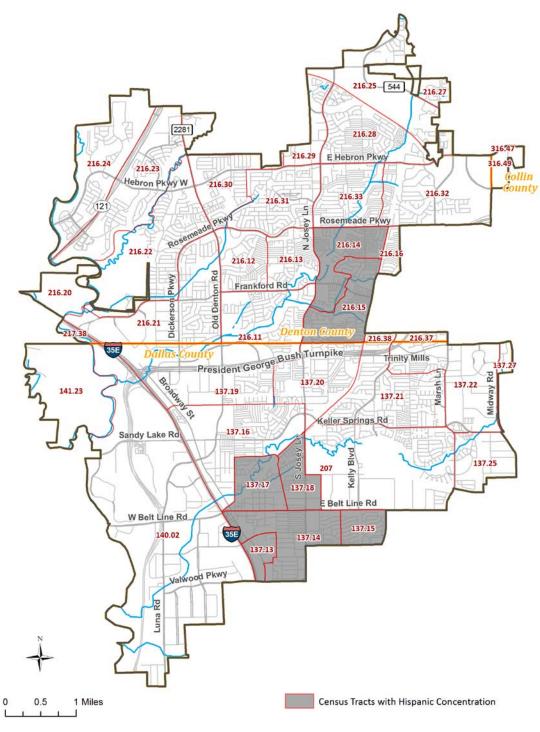
Source: 2010 Census and BBC Research & Consulting.

Figure I-3.
Areas in Carrollton with Asian Resident Concentrations, 2010



Source: 2010 Census and BBC Research & Consulting.

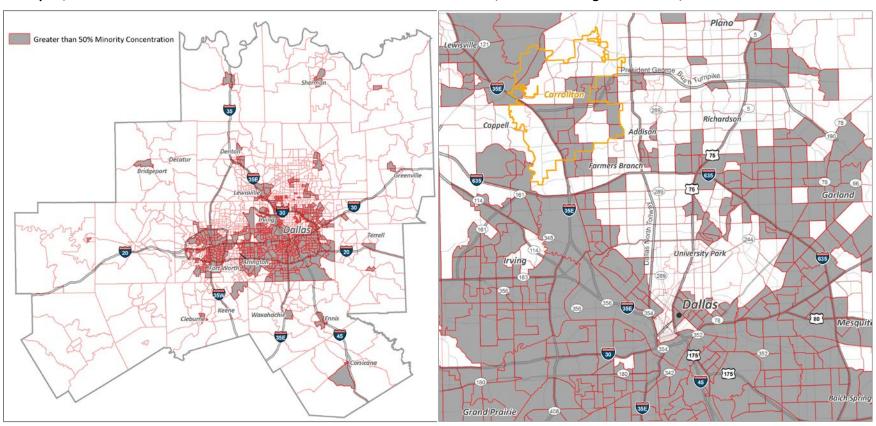
Figure I-4.
Areas in Carrollton with Hispanic Resident Concentrations, 2010



Source: 2010 Census and BBC Research & Consulting.

The map in Figure I-5 shows how Carrollton's concentrations compare with minority concentrations in the Metroplex overall.

Figure I-5.
Census Tracts Greater Than 50 Percent Minority Concentration, Region 3, Metroplex, 2010
Census Tracts Greater than 50 Percent Minority Concentration, Dallas, Carrollton, and Surrounding Communities, 2010



Note: HUD's definition of a minority area is a metropolitan area in which more than 50% of the residents are minorities. This map shows all Census tracts in the region with greater than 50% minority concentration.

Source: 2010 Census and BBC Research & Consulting.

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**National origin and limited English proficiency (LEP).** According the 2013 ACS, about 32,000 of Carrollton's residents are foreign-born. Of these, 38 percent are U.S. citizens—or 12,000 residents. The remainder, 62 percent or 20,000 residents, are not U.S. citizens.

The vast majority of Carrollton residents (even those foreign-born) speak English. Ten percent of residents have limited English proficiency. Of these, most speak Spanish (33%) or Asian or Pacific Islander languages (28%).

**Age.** According to the 2013 ACS, the median age of residents in Carrollton is 34.4 years. Eight percent of the city's population is made up of seniors (age 65 and older). This is similar to Collin (8%), Dallas (9%) and Denton (7%) Counties. The largest age cohort in the city is residents between the ages of 40 and 46, who make up 8.6 percent of all residents.

**Household composition.** According to the 2013 ACS, there are approximately 43,000 households in Carrollton. Nearly three-fourths of households in Carrollton are comprised of families (72%) and 36 percent of households have children. About one-fifth of households are single persons living alone and 10 percent are single-parent families, mostly female-headed (7%). The single parent population is Carrollton is similar to that of Collin and Denton Counties and lower than the 14percent of households who are single parents in Dallas County.

**Disability.** Currently, about 6 percent of Carrollton's residents have some type of disability. This is the same as Collin County, but lower than Dallas (9%) and Denton (8%) counties. Onethird of the City's seniors have a disability. The most common types of disabilities are physical and inability to live independently (self-care disability). An estimated 14 percent of 3 to 17 year olds in Carrollton have been diagnosed with a developmental disability.

As specified in federal regulations: "The most integrated setting is one that enables individuals with disabilities to interact with nondisabled persons to the fullest extent possible, consistent with the requirements of the Americans with Disabilities Act, 42 USC. 12101, et seq., and Section 504 of the Rehabilitation Act of 1973, 29 USC 794. See 28 CFR. Part. 35, App. A (2010) (addressing 25 CFR 35.130)." Under this principle, derived from the Supreme Court's decision in Olmstead vs. L.C., institutionalized settings are to be avoided to the maximum possible extent in favor of settings in which persons with disabilities are integrated with nondisabled persons.

Different types of accommodations and/or services may be needed to allow individuals with disabilities to live in integrated settings. For example, persons with physical disabilities may need units with universal design or accessibility features, both within the public and assisted housing stock, specific to their needs. Persons with other types of disabilities may require access to services and support—e.g., transportation assistance, specific health services—they need to live independently. Many persons with disabilities need housing that is affordable, as well as accessible.

Figure I-6 shows where persons with disabilities reside in Carrollton. One Census tract—located in southwest Carrollton—has a relatively high proportion of persons with disabilities (more than twice the citywide rate). This is not a low income or high poverty Census tract.

216.25 544 2281 216.28 216.29 E Hebron Pkwy 216.24 316.49 216.23 Collin County Hebron Pkwy W 216.30 216.33 216.31 (121) Rosemeade Pkwy 216.14 216.12 216.13 Frankford Rd 216.38 216.37 President George Bush Turnpike Trinity Mills 137.20 137.22 137.19 141.23 137.21 Keller Springs Rd 137.16 Blvd 137.25 ທ 137.18 E Belt Line Rd W Balt Line Rd 137.15 140.02 137.14 137.13 Percent Persons with a Disability <=5% 5 - 15% 1 Miles >15% 0.5 Source: 2008-2012 ACS.

Figure I-6.
Proportions of Persons with a Disability by Census Tract, City of Carrollton, Texas, 2012

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**Low income areas.** The Carrollton 2014-2018 Consolidated Plan identified and analyzed the location of low and moderate income (LMI) areas in Carrollton. These were identified based on the 2008-2012 and 2012 American Community Survey (ACS) and the 2014 HUD LMI categories. The calculation used to identify LMI areas was:

- 1) Determine average household size by Census tract using 2012 ACS;
- 2) Determine the LMI ceiling by tract, which is 80 percent of the median family income limit closest to the tract-level average family size;
- 3) Using household income distribution data from the ACS, determine the number of households in the tract that earn less than the LMI ceiling;
- 4) Calculate the proportion of the tract's households that the LMI households represent. If 42.5 percent or more (Carrollton's threshold for LMI households), the tract is a LMI tract.

Figure I-7 shows LMI areas in Carrollton. Figure I-8 shows the range of LMI proportion by Census tract.

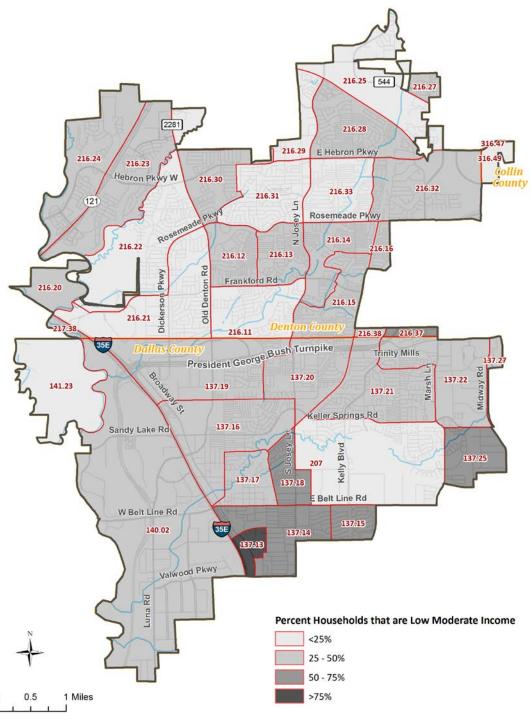
Lower and moderate households mostly live below State Highway 190. Figure I-8, which shows where high concentrations exist, demonstrates that low and moderate income households are generally dispersed throughout Carrollton except for a handful of Census tracts along the city's southern boundary.

216.25 544 2281 216.28 216.29 E Hebron Pkw 316.49 Gollin Gounty 216.24 216.23 216.30 216.32 216.31 121 Rosemeade Pkwy 216.14 216.12 216.13 Frankford Rd President George Bush Turnpike Trinity Mills 137.20 137.22 141.23 137.19 Keller Springs Rd 137.16 Sandy Lake Rd Kelly Blvd 137.25 137.18 E Belt Line Rd W Belt Line Rd 137.15 140.02 137.14 137.13 Valwood Pkwy 1 Miles Low Moderate Income Census Tracts 0.5

Figure I-7.
Low Moderate Income Areas by Census Tract, City of Carrollton, Texas, 2014

Source: 2008-2012 and 2012 ACS, HUD, and BBC Research & Consulting.

Figure I-8.
Low Moderate Income Proportions by Census Tract, City of Carrollton, Texas, 2014



Source: 2008-2012 and 2012 ACS, HUD, and BBC Research & Consulting.

**Poverty.** Of the low and moderate income households shown above, some earn so little that they meet the federal definition of poverty (roughly earning less than \$25,000 for a family of four). In Carrollton, 9.5 percent of residents live below this poverty line. This is much lower than in Dallas County (18%) and slightly higher than in Collin (7%) and Denton (8%) Counties.

Poverty is highest for Carrollton's children: 16 percent live in households that are poor. Seniors have the lowest poverty rate of any age cohort at 5.5 percent.

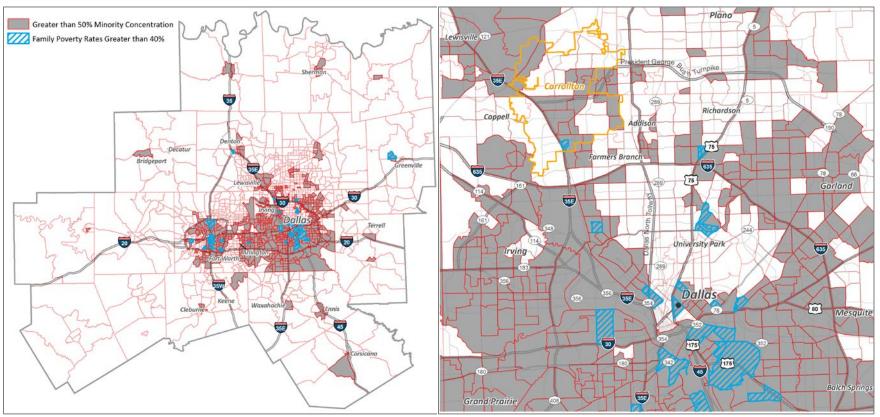
By race and ethnicity, poverty is highest for persons of Hispanic descent (18%). The differences in poverty rates among races is relatively small: Whites, for example, have poverty rates of 8.7 percent compared to 9.6 percent for African Americans.

HUD recommends jurisdictions examine the intersection of minority concentrations and poverty to identify areas where minority populations are concentrated in high poverty areas—and, thus, have limited opportunity (HUD calls these Racial or Ethnic Concentrated Areas of Poverty or R/ECAPs).

Figure I-9 overlays Census tracts that have family poverty rates exceeding 40 percent with tracts that have more than 50 percent minority concentration to show racially concentrated areas of poverty, of which there are many in Region 3. Only one neighborhood in Carrollton (shown in blue) has both a high poverty and a minority concentration.

Figure I-9.
Poverty by Census Tract, Region 3, Metroplex, 2006-2010 ACS

### Poverty by Census Tract, Dallas, Carrollton, and Surrounding Communities, 2006-2010 ACS



Note: HUD's definition of a minority area is a metropolitan area in which more than 50% of the residents are minorities. This map shows all Census tracts in the region with greater than 50% minority concentration.

Source: 2006-2010 ACS and BBC Research & Consulting.

#### **Housing Overview**

Like many communities in Texas, housing costs have increased in Carrollton during the past five years, yet remain relatively affordable by national standards. The increase in housing costs was greater than increases in income, which means that it is relatively more difficult to buy or rent today than it was five years ago. For example, the median home price in Carrollton increased by 35 percent between 2000 and 2012—or by an annual average of almost 3 percent per year. During the same period, owner incomes increased from a median of \$75,901 to \$86,068—or by 13 percent, about 1 percent per year.

This means that purchasing power has decreased for the city's renters and owners. For those Carrollton residents with high incomes relative to housing costs, this decrease in purchasing power could be managed. But, new residents—especially younger workers with modest earnings looking to buy a starter home—may now have trouble affording housing in Carrollton.

The impact of reduced affordability has been greatest for the city's lowest income renters, earning less than \$20,000 per year (poverty-level households).

In 2012, an estimated 2,950 renters earned less than \$20,000. <sup>3</sup>These renters needed rental units priced at less than \$500/month. In 2012, fewer than 50 affordable rentals were available in Carrollton. This means that 2,900 renters could not find housing they could afford.

Most of the rental units very low income renters can find are much more expensive than they can afford. This is because nearly 75 percent of Carrollton's rental units are priced between \$625 and \$1,250. A renter earning less than \$10,000 who can't find an affordable unit would need to pay 75 percent of their monthly income to rent a unit priced at \$625 per month.

Renters in this situation must cut back on other household expenses that can benefit them and their families economically in the future (e.g., job training, early childhood education). Stabilizing low income households, especially those with children, with affordable housing can facilitate longer term personal and economic growth.

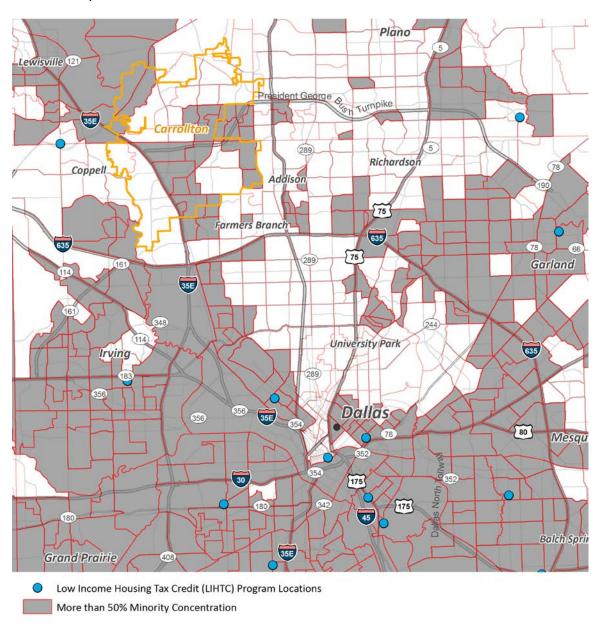
**Availability of affordable housing in Carrollton.** According to the National Low Income Housing Coalition's preservation database, there are nine affordable housing developments in Carrollton. Altogether, these developments provide 1,300 affordable rental units in Carrollton. Three are mixed-income developments, funded through the federal Low Income Housing Tax Credit (LIHTC) program. Three provide affordable senior housing, two with on-site care.

Recent lawsuits in Texas have challenged the state's criteria for awarding and distributing LIHTC properties. Analysis of the location of LIHTC relative to minority-concentrated areas has found that most of the development are located in concentrated areas. Figure I-10 shows the location of LIHTC units relative to racial and ethnic concentrations in the Dallas area.

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 $<sup>^3</sup>$  Of these, 307 earn less than \$10,000 per year.

Figure I-10. LIHTC Properties and Racial and Ethnic Concentration, Dallas, Carrollton, and Surrounding Communities, 2009-2011



Source: 2010 Census, LIHTC, and BBC Research & Consulting.

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**Deconcentration programs.** One of the most significant policies for deconcentrating very low income households is the allowance and encouragement of Housing Choice Voucher use outside of poverty-concentrated areas. Recent research has found significant, long term public benefits for low income children who move from high-poverty areas into moderate- and high-income areas. The economic benefits for these children—and for the public overall—increase the younger the children are when they move.

The Inclusive Communities Project (ICP) has been successful in implementing a small area, or "micro" Fair Market Rent (FMR) program in the Dallas area.<sup>4</sup>

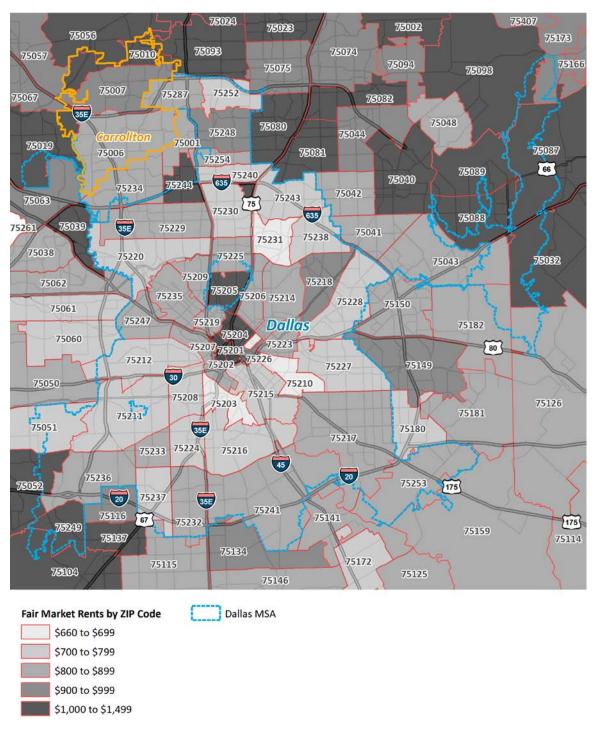
Under the micro-FMR program, FMRs used by the Dallas Housing Authority are set at the ZIP code level. This means that voucher holders can receive higher levels of subsidies to cover the rent in higher-cost ZIP codes.

Figure I-11 shows the small area FMRs for Dallas and Carrollton. Carrollton mostly has moderate FMR levels and, according to the online program that is used to place Housing Choice Voucher holders in higher opportunity areas (http://opportunitymoves.org/), offers a moderate and high opportunity neighborhood—which is an ideal combination.

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<sup>&</sup>lt;sup>4</sup> ICP provides mobility and financial assistance to Section 8 voucher holders, which includes helping them locate rental units in high opportunity areas that accept Section 8 vouchers. In its complaint against HUD that led to the micro-rent program, ICP alleged that HUD's practice of using a single FMR for multi-county market areas steers voucher participants to minority areas. ICP alleged that this occurs because the formula used to establish the FMR is weighted toward units in low income and minority concentrated areas.

Figure I-11.
Dallas, Texas HUD Metro FMR Area Small Area FY 2012 Fair Market Rents



Source: www.huduser.org; Fair Market Rent database.

#### **Policy Review**

This section provides an overview of policies and practices related to the provision of housing choice vouchers and assisted housing, as well as the city's zoning and land use regulations related to housing choice.

**Public housing authority.** The City of Carrollton does not have a public housing authority (PHA), nor are there any public housing developments within city limits. Carrollton residents can apply for Housing Choice Vouchers ("Section 8") through the Dallas County Public Housing Authority (Dallas County PHA) and the Denton County Public Housing Authority (Denton County Public Housing Authority).

According to HUD data from the public housing information system database, approximately 5,000 Carrollton residents have Housing Choice Vouchers. Much of Carrollton is considered a high opportunity relocation area by the Dallas Housing Authority (DHA). This means that Dallas residents with special Housing Choice Vouchers who are eligible for relocation under the "Walker settlement" (a legal agreement with the housing authority to decrease concentrations of voucher holders in high poverty areas) can choose Carrollton as their home.<sup>5</sup>

In preparation of this AI, the City of Carrollton consulted with the PHAs that serve Carrollton residents through the Housing Choice Voucher program about the number and characteristics of Carrollton families on their wait lists. None of the PHAs had the ability to provide household information specific to Carrollton residents. The Dallas County PHA reported that 21 Carrollton families are on their waiting list for Housing Choice Vouchers; the Denton County Housing Authority reported that 123 Carrollton families are on their waiting list.

**Zoning code review.** To evaluate potential fair housing concerns within the city's zoning code, BBC utilized a HUD-developed checklist—the "Review of Public Policies and Practices (Zoning and Planning Code)" form produced by the Los Angeles office—that focuses on the most common regulatory barriers. This section poses the questions from this checklist, along with responses about the city's zoning ordinance, which was updated in January 2015.

- 1. Does the code definition of "family" have the effect of discriminating against unrelated individuals with disabilities who reside together in a congregate or group living arrangement? The City of Carrollton's code defines family as, "Any number of individuals living together as a single housekeeping unit, in which not more than four (4) individuals are unrelated by blood, marriage or adoption."
  - Though this definition does not have the explicit effect of discriminating against a group of individuals with disabilities living together, the language could be improved by including such a use.
- 2. Is the Code definition of "disability" the same as the Fair Housing Act? Carrollton's code defines disability as a handicapped person, which is, "A person who has a physical or mental impairment, or both, which substantially limits one or more of such person's life activities; who has a record of having such impairment; or who is regarded as having such impairment.

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<sup>&</sup>lt;sup>5</sup> See http://opportunitymoves.org/ for a map of relocation areas

Such term does not include current illegal use of, or addiction to, a controlled substance, as defined in Section 102 of the Controlled Substance Act, as amended."

This city could improve this section by clarifying that although current users of addictive or controlled substances are not protected by the FFHA, *recovering* substance abusers are generally considered as persons with disabilities. District courts have uniformly held that recovering substance abusers are protected by federal fair housing laws.<sup>6</sup>

3. Does the zoning ordinance restrict housing opportunities for individuals with disabilities and mischaracterize such housing as a "boarding or rooming house" or "hotel"? The code's definition of community home does not appear to restrict housing opportunities for individuals with disabilities, provided it complies with the maximum occupancy and location restrictions in the definition below.

The code defines a community home as, "A facility meeting the requirements and licensed under Chapter 123 of the Texas Human Resources Code, providing food, shelter, personal guidance, care, habilitation, and supervision to persons with disabilities who reside in the home, not housing more than six persons with disabilities and two supervisors at the same time, regardless of the legal relationship of those persons to one another. A community home may not be established within one-half mile of an existing community home, and the number of vehicles that may be kept at the home may not exceed the number of bedrooms in the home."

Personal care homes provide similar residential services and do not include maximum occupancy limits. Personal care homes provide, "room, board, and one or more services of a personal care or protective nature, such as ambulatory assistance, hygienic assistance or supervision of a meal regimen, to five or more elderly or handicapped persons who are not related by blood, marriage or adoption to the owner of the establishment."

These housing types appear to be correctly characterized for the intended use and not mischaracterized as a boarding or rooming house or hotel.

4. Does the zoning ordinance deny housing opportunities for disability individuals with onsite housing supporting services? Community homes, which are considered healthcare and social assistance uses, are permitted uses by right in all single family detached and attached districts, duplex residential districts, all multifamily districts and mobile home park residential district. Although community homes limit occupancy to no more than six persons with disabilities, larger groups can be accommodated in personal care homes.

The code does not allow a community home to be established within one-half mile of an existing community home and restricts the number of cars to not exceed the number of bedrooms in the community home. These restrictions may be limiting the availability of community homes and housing opportunities for individuals with disabilities. Furthermore, a number of courts have found that spacing/dispersal requirements for group homes are discriminatory and do not serve a legitimate government purpose. The definition could be improved by removing these restrictions.

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<sup>&</sup>lt;sup>6</sup> Group Homes: Strategies for Effective and Defensible Planning and Regulation; Connolly, Brian and Merriam, Dwight.

<sup>&</sup>lt;sup>7</sup> Ibid.

The code also defines respite care facilities, which provide room, board and care to 5 or more elderly or handicapped persons for a maximum of two weeks. These facilities require a special use permit in all districts where they are permitted (all multifamily, office, light commercial districts, the neighborhood service district and the local retail district).

- 5. Does the jurisdiction policy allow any number of unrelated persons to reside together, but restrict such occupancy, if the residents are disabled? No.
- 6. Does the jurisdiction policy not allow disabled persons to make reasonable modifications or provide reasonable accommodation for disabled people who live in municipal-supplied or managed residential housing? The city's zoning code does not specifically address reasonable modification for residents with disabilities living in municipal-supplied or managed housing.
- 7. Does the jurisdiction require a public hearing to obtain public input for specific exceptions to zoning and land-use rules for disabled applicants and is the hearing only for disabled applicants rather than for all applicants. No.
- **8. Does the zoning ordinance address mixed uses?** The code addresses mixed-uses through a Planned Development District (PD).

The PD is intended to provide for, "Combining and mixing uses into integral land use units such as industrial parks; industrial, office and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners."

The creation of a PD requires a public hearing, a recommendation by the Planning and Zoning Commission and City Council authorization.

The Neighborhood Service District, while not specifically a mixed-use district, provides small scale retail in close proximity to residential neighborhoods for the purpose of, "supplying the day-to-day retail needs of the residents in the areas, such as food, drugs, and personal services."

*How are the residential land uses discussed?* Carrollton's code has 18 residential zones with varying densities, locations and requirements:

Residential Land Uses	
Single-Family Residential District 12/20	Single-Family Attached Residential District
Single-Family Residential District 10/18	Single-Family Townhouse Residential District
Single-Family Residential District 8.4/16	Duplex Residential District
Single-Family Residential District 8.4/18	Triplex Residential District
Single-Family Residential District 8.4/16	Fourplex Residential District
Single-Family Residential District 7/16	Multi-Family Residential District 12
Single-Family Residential District 7/14	Multi-Family Residential District 15
Single-Family Residential District 6.5/12	Multi-Family Residential District 18
Single-Family Patio Home District	Mobile Home Park Residential District

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<u>What standards apply</u>? Carrollton's code outlines permitted, accessory, special and prohibited uses for each district. It includes lot and development standards, setbacks, parking and other general requirements.

Each residential district includes a discussion of the purpose of the district, which relates to the type of housing unit and density, from low-density, single family detached to high-density multifamily.

Residential districts allow for a variety of uses. Community homes are permitted uses in all single family detached and attached districts, duplex districts and all multifamily districts. Personal care homes are not included in the use chart; as such, it is unclear if they require special use permits. Residential intellectual and developmental disability and mental health and substance abuse facilities require a special use permit in all multifamily and office districts and the local retail district.

The standards could be improved by including personal care homes and residential facilities for persons with developmental disabilities, mental health challenges and recovering substance abusers in single family (personal care homes only) and multifamily districts by right.

- 10. Does the zoning ordinance describe any areas in this jurisdiction as exclusive? No.
- 11. Are there any restrictions for Senior Housing in the zoning ordinance? If yes, do the restrictions comply with Federal law on housing for older persons (i.e., solely occupied by persons 62 years of age or older or at least one person 55 years of age and has significant facilities or services to meet the physical or social needs of older people)? No, there are no restrictions specifically applied to Senior Housing.

The code defines an "elder" as a person 65 years of age or older. Continuing Care Retirement Communities & Assisted Living Facilities for the Elderly are permitted uses in all multifamily and office districts and do not require special use permits or site approvals.

- 12. Does the zoning ordinance contain any special provisions for making housing accessible to persons with disabilities? No.
- 13. Does the zoning ordinance establish occupancy standards or maximum occupancy limits? A maximum of four individuals unrelated by blood, marriage or adoption may reside together as a single housekeeping unit.

A maximum of six persons with disabilities and two supervisors may reside together, regardless of their legal relationship, in a community home. However, larger groups of disabled persons (five or more persons) can be accommodated by personal care homes.

- 14. Does the zoning ordinance include a discussion of fair housing? No.
- **15. Describe the minimum standards and amenities required by the ordinance for a multiple family project with respect to handicap parking.** The code provides minimum parking space requirements for multifamily projects, however there is no discussion of handicap parking in the code.

- 16. Does the Zoning Code distinguish senior citizen housing from other single family residential and multifamily residential uses by the application of a conditional use permit? No. The zoning code does not require a special or conditional use permit in any of the zone districts that allow retirement and assisted living facilities for the elderly.
- 17. Does the Zoning Code distinguish handicapped housing from other single family residential and multifamily residential uses by the application of a conditional use permit? No, community homes are permitted uses by right in all single family and multifamily residential districts. However, residential intellectual & developmental disability, mental health & substance abuse facilities require a special use permit in all of the districts where they are permitted. The code is unclear on where personal care homes are permitted.
- 18. How is "special group residential housing" defined in the jurisdiction Zoning Code?

  The code defines community home as, "A facility meeting the requirements and licensed under Chapter 123 of the Texas Human Resources Code, providing food, shelter, personal guidance, care, habilitation, and supervision to persons with disabilities who reside in the home, not housing more than six persons with disabilities and two supervisors at the same time, regardless of the legal relationship of those persons to one another. A community home may not be established within one-half mile of an existing community home, and the number of vehicles that may be kept at the home may not exceed the number of bedrooms in the home."

Personal care home is defined as, "An establishment that provides room, board, and one (1) or more services of a personal care or protective nature, such as ambulatory assistance, hygienic assistance or supervision of a meal regimen, to five (5) or more elderly or handicapped persons who are not related by blood, marriage or adoption to the owner of the establishment. Residents of a personal care home shall not require institutionalization in a hospital; nursing or convalescent home; respite or custodial care home; or similar specialized facility since a personal care home is not equipped or licensed to provide all acts of a protective or restorative nature, and does not provide the nursing care or degree of staff supervision required for a respite or custodial care home, nursing home or similar facility."

19. Does the jurisdiction's planning and building codes presently make specific reference to the accessibility requirements contained in the 1988 amendment to the Fair Housing Act? No.

**Summary of zoning code review.** The zoning code review found several areas where the City of Carrollton's land use regulations could be improved to mitigate claims of discriminatory treatment of persons with disabilities. These include:

- Adjust the definition of "family" to clarify that unrelated individuals with disabilities who reside together in a congregate or group living arrangement are accepted from the occupancy limit. Cities are increasingly removing definitions of family to avoid discriminatory interpretations and to reflect changes in living arrangements.
- Include a less restrictive definition of disability. The city's current definition appears to restrict disability to a physical or mental impairment that substantially affects their

activities of daily life. Not only is this a dated definition (the range of care persons with disabilities need is wide-ranging and can change over time), this definition could be interpreted to exclude persons with HIV/AIDS and recovering substance abusers. Although current users of addictive or controlled substances are not protected by the FFHA, *recovering* substance abusers are generally considered as persons with disabilities. District courts have uniformly held that recovering substance abusers are protected by federal fair housing laws.<sup>8</sup>

- The code does not allow a community home to be established within one-half mile of an existing community home and restricts the number of cars to not exceed the number of bedrooms in the community home. These restrictions may be limiting the availability of community homes and housing opportunities for individuals with disabilities. Furthermore, a number of courts have found that spacing/dispersal requirements for group homes are discriminatory and do not serve a legitimate government purpose. The definition could be improved by removing these restrictions.
- Include personal care homes and residential facilities for persons with developmental disabilities, mental health challenges and recovering substance abusers in single family (personal care homes only) and multifamily districts by right.
- Incorporate a reasonable accommodation policy into the zoning code to increase awareness and understanding of the policy; and
- Incorporate a discussion of fair housing law into the zoning ordinance.

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<sup>&</sup>lt;sup>8</sup> Group Homes: Strategies for Effective and Defensible Planning and Regulation; Connolly, Brian and Merriam, Dwight.

<sup>&</sup>lt;sup>9</sup> Ibid.

## **SECTION II.**

**Fair Housing Environment** 

# SECTION II. Fair Housing Environment

This section of the Carrollton AI examines complaint data, fair housing testing and legal cases related to fair housing violations. It also contains an analysis of fair lending practices based on mortgage loan data.

#### **Texas Fair Housing Law and Enforcement**

The Texas Fair Housing Act prohibits discrimination on the basis of race, religion, color, sex, national origin, disability and familial status. The Act mirrors the Federal Fair Housing Act (FFHA).

Texas residents who feel that they might have experienced a violation of the FFHA or state fair housing laws can contact one or more of the following organizations: HUD's Office of Fair Housing and Opportunity in Fort Worth (FHEO) or the Texas Workforce Commission (TWC).

The City of Carrollton does not have a local fair housing ordinance; as such, the city does not have the legal authority to enforce fair housing violations locally. City staff refers residents with fair housing complaints and/or questions to one of three organizations, depending upon the issue:

Organization	Websites	Phone Number
Dallas Housing Crisis Center	www.hccdallas.org	214-828-4244
Apartment Asssociation of Greater Dallas Legal Aid of Northwest Texas	www.aagdallas.com www.lanwt.org	972-385-9019 214-748-1234
Texas Workforce Commission	www.texasworkforcecommission/civilrights	512-463-2222

If residents have a question about physical upkeep problems or poor maintenance of properties, Community Development staff refer them to the Code Enforcement Department. The city has an apartment and single family rental inspection program, and any complaints dealing with upkeep or maintenance issues go to them.

**Complaints filed with the State of Texas.** The Texas Workforce Commission (TWC) is responsible for overseeing and providing workforce development services to employers and citizens. The Civil Rights Division (TWCCRD) provides programs for housing discrimination and complaint resolution. The TWCCRD provides a webpage with information on how to file a complaint. The website provides several ways to file a complaint, including filing in person at the Division office in Austin, calling by phone or writing the Division a letter. The site also has a fair housing fact sheet to help the person identify housing discrimination as well as the steps which will follow after a complaint is filed.

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<sup>&</sup>lt;sup>1</sup> http://www.twc.state.tx.us/crd/file\_hsg.html.

Residents may also write a letter to or call TWCCRD directly at (888) 452-4778, (512) 463–2642 or (800) 735-2989 (TDD) and 711 (voice).

Upon TWCCRD's receiving the complaint, they will notify the alleged violator of the complaint and allow the person to submit a response. An assigned investigator will then proceed to determine if there is reasonable cause to believe the law had been violated. The TWCCRD will try to reach a conciliation agreement between the complainant and respondent. If such an agreement is reached there will be no further action unless the conciliation agreement has been breached. In that case, the TWCCRD may request that the Texas Attorney General file suit.

**Complaints filed with HUD.** Housing discrimination complaints filed with HUD may be done online at (http://www.hud.gov/complaints/housediscrim.cfm), toll free at (800) 669-9777, or by contacting HUD's FHEO headquarters in Washington D.C. or HUD's Fair Housing Regional Office, which serves Texas residents and is located in Fort Worth (817-978-5900 or 5595 TDD).

According to HUD, when a complaint is received, HUD will notify the person who filed the complaint along with the alleged violator and allow the alleged violator to submit a response. The complaint will then be investigated to determine whether there has been a violation of the FFHA.

A complaint may be resolved in a number of ways. First, HUD is required to try to reach an agreement between the two parties involved. A conciliation agreement must protect both the filer of the complaint and the public interest. If an agreement is approved, HUD will take no further action unless the agreement has been breached.

If HUD has determined that a state or local agency has the same housing powers ("substantial equivalency") as HUD, they may refer the complaint to that agency and will notify the complainant of the referral.

If during the investigative, review and legal process HUD finds that discrimination has occurred, the case will be heard in an administrative hearing within 120 days, unless either party prefers the case to be heard in Federal district court.

**North Texas Fair Housing Center.** The North Texas Fair Housing Center accepts and investigates fair housing complaints. The Center has a form on their website (http://www.northtexasfairhousing.org/file-a-complaint.html), offers a toll fee (877-471-1022) and can be contacted through email (info@northtexasfairhousing.org). The organization provides assistance in both English and Spanish.

**Accessing fair housing information.** A Google search of "fair housing discrimination Carrollton"—language a resident may use when concerned about their fair housing rights—returned very few websites other than links to the North Texas Fair Housing Center and new reports of the Texas fair housing Supreme Court case currently under review.

### **Complaint and Legal Review**

Fair housing complaints were reviewed for trends in Carrollton and Collin, Dallas and Denton Counties for the 2007-2011 five-year period. This time period was chosen because it allows comparison of state and surrounding counties' trends using data collected from HUD for the State of Texas Phase II AI.

Overall, 104 complaints were filed in Collin County during this time period; 52 were filed in Denton and 950 were filed in Dallas. Dallas had the second highest number of complaints of all Texas counties; Collin, the seventh; and Denton, the tenth. The Metroplex had the highest number of complaints and the second highest complaints per capita.

Collin County had one of the highest proportions of race-based complaints as shown in the figure below; Dallas County had the tenth highest. Denton had the tenth highest proportion of disability-related complaints.

Figure II-1.
Top Race Based Complaint Counties,
State of Texas, 2007-2011

Source: HUD—Fort Worth FHEO.

County	Race Based Complaints	Total Complaints	Percent
Bowie	9	10	90%
Ellis	10	14	71%
Midland	10	18	56%
Fort Bend	15	28	54%
Collin	52	104	50%
Kaufman	5	10	50%
Lubbock	12	25	48%
Bell	18	39	46%
Orange	5	11	45%
Dallas	426	950	45%

**Complaints in Carrollton.** Between 2002 and 2007, 19 fair housing complaints were filed concerning Carrollton residents or businesses.<sup>2</sup> This compares to eight complaints between 2008 and 2011.

Between 2002 and 2007, the top reasons for the complaints included race-based discrimination (37% of cases), followed by national origin and disability (both 18.5%). Between 2008 and 2011, the top reasons for complaints were similar: race (37.5%) and disability (37.5%). Two complaints (25%) were based on familial status.

<sup>&</sup>lt;sup>2</sup> City of Carrollton 2009 AI.

Three of the complaints were found to have cause and were resolved. All of these were disability-based and involved discriminatory treatment in services or facilities; two also included the failure of housing providers to make reasonable accommodations.

**Fair housing legal cases.** A review of fair housing legal cases in Carrollton and Collin, Dallas and Denton Counties found no cases occurring in Carrollton. The cases that occurred in the broader Metroplex are discussed below. These cases highlight trends in fair housing complaints and litigation—providing policymakers with examples of how public policies can create fair housing barriers, in addition to private sectors actions to monitor.

#### Cases involving city zoning decisions for group homes

**United States v. City of Fort Worth (2015).** This ongoing litigation concerns the City of Fort Worth's treatment of a group home for men recovering from drug and alcohol addiction (Ebby's Place). The latest complaint—filed by the United States in April 2015—alleges that the city has discriminated against Ebby's Place by refusing to grant a reasonable accommodation to allow the group home provider to operate in a single family residential zone with up to eight unrelated residents. The April 2015 complaint is available online at: http://www.justice.gov/crt/about/hce/documents/fortworthcomp.pdf

**Avalon Residential Care, Homes, Inc. v. City of Dallas (2015).** This case also involves allegations that a city (in this case, Dallas) failed to make reasonable accommodations to persons with disabilities. This litigation is also ongoing. The United States argues that the City of Dallas violated the Fair Housing Act by improperly denying a reasonable accommodation when it refused to grant a variance to the city's 1,000 foot spacing requirement and six person occupancy limit for group homes serving people with disabilities.

#### Cases concerning non-compliance with the Americans with Disabilities Act (ADA)

**United States v. JPI Construction, LP (2009).** JPI Construction is a developer of multifamily housing with offices in Collin County. The complaint, filed by the DOJ, alleged that the defendant designed and constructed multifamily housing in violation of the FFHA and the ADA. The court required JPI to pay \$10.25 million to establish an accessibility fund to increase the stock of accessible housing in the communities where defendants' properties are located, including providing retrofits at defendants' properties. This was the DOJ's largest disability-based housing discrimination settlement fund. JPI was also required to pay a \$250,000 civil penalty and to construct all future housing in compliance with the FFHA and ADA and comply with training and reporting requirements.

#### **Cases involving HOA covenants**

**United States v. Henry Billingsley (2010).** This case involves the wrongful enforcement of a restrictive covenant. In April 2008, a complaint was filed that alleged that the members of the zoning committee and property owners of Air Park Estates, in Collin County, Texas, violated the FFHA by refusing to grant a reasonable accommodation allowing the complainant to keep a footbridge in front of her house that was a violation of the restrictive covenant on the property. The homeowner, who has a mobility disability, needed to use the bridge to reach the street without risk of injury. On June 30, 2009, the Court issued an order granting a motion for

preliminary injunction prohibiting the defendants from removing the bridge or causing it to be removed. The Court concluded that the homeowner would "almost certainly suffer personal injuries" if the bridge were removed. In August 2010, the United States Court of Appeals, Fifth Circuit ruled that the United States did not have authority to file a preliminary injunction because of the Anti-Injunction Act. However, on January 13, 2011, the parties in the lawsuit agreed to settle the dispute without further court action. The homeowners were allowed to retain the footbridge or replace it with another design previously approved by the zoning committee.

#### **Mortgage Loan Data Analysis**

Home Mortgage Disclosure Act, or HMDA, data are widely used to examine potential discrimination in mortgage lending. Financial institutions have been required to report HMDA data since the 1970s, when civil rights laws prompted higher scrutiny of lending activity. The variables contained in the HMDA dataset have expanded over time, allowing for more comprehensive analyses and better results. However, despite expansions in the data reported, public HMDA data remain limited because of the information that is *not* reported. As such, studies of lending disparities that use HMDA data carry a similar caveat: HMDA data can be used to determine disparities in loan originations and interest rates among borrowers of different races, ethnicities, genders, and location of the property they hope to own. The data can also be used to explain many of the reasons for any lending disparities (e.g., poor credit history). Violations of fair lending, practices, however, generally originate with federal regulators who have access to a broader set of information (e.g., borrower loan files) of lending practices.

In recent years, the U.S. Department of Justice (DOJ), HUD and several cities have brought lawsuits against lenders based on HMDA data analyses that show disparities in lending to racial and ethnic minorities.

One recent DOJ case involved a bank doing business in Texas (United States v. First United Bank). This case was referred to the DOJ from the Federal Deposit Insurance Corporation (FDIC). The complaint alleged that from 2008 to 2012, First United Bank charged higher prices on unsecured consumer loans made to Hispanic borrowers than to similarly-situated non-Hispanic white borrowers. The consent order, approved by the court on January 28, 2015, requires First United Bank to continue to use uniform policies to price unsecured consumer and other loans offered by the bank, in order to ensure that the price charged for its loans is set in a non-discriminatory manner. The settlement also requires the bank to pay \$140,000 to Hispanic victims of discrimination, monitor its loans for potential disparities based on national origin, and provide equal credit opportunity training to its employees. The agreement also prohibits the bank from discriminating on the basis of national origin in any aspect of a credit transaction.

A 2010 case against a lender in the Metroplex (PrimeLending) alleged a pattern or practice of discrimination against African American borrowers nationwide between 2006 and 2009. This case resulted from a referral by the Board of Governors of the Federal Reserve to DOJ. Specifically, the case alleged that African American borrowers were charged higher interest rates for prime rate loans and for loans guaranteed by the Federal Housing Administration (FHA) and the U.S. Department of Veterans Affairs (VA). The case revealed that PrimeLending did not have monitoring in place to ensure that it complied with fair lending laws, even as it

grew to originate more than \$5.5 billion in loans per year. The institution had a policy of giving employees wide discretion to increase their commissions by adding "overages" to loans, which increased the interest rates paid by borrowers and had a disparate impact on African-American borrowers. The consent order requires the defendants to pay \$2 million to the effected consumers and to have in place loan pricing policies, monitoring and employee training that ensures discrimination does not occur in the future.

This section uses the analysis of HMDA data to determine if disparities in loan approvals and terms exist for loan applicants in Carrollton with different races and ethnicity. The HMDA data analyzed in this section reflect loans applied for by Carrollton residents in 2013, the latest year for which HMDA were publicly available at the time this document was prepared. **Loan applications in Carrollton.** During 2013, Carrollton households submitted 7,824 loan applications for home purchases, loan refinances and home improvements. A slight majority—55 percent of the loan application—was for refinancing; 42 percent were for home purchases; and the remaining 3 percent were for home improvements. Eighty percent of the loans were conventional, 17 percent were Federal Housing Administration-insured and 4 percent were Veterans Administration-guaranteed.

Almost two-thirds (64%) of all loan applications were approved and originated. Fifteen percent of all loan applications in Carrollton were denied and 13 percent were withdrawn by the applicant. Figure II-2 displays the actions taken on Carrollton loan applications in 2013.

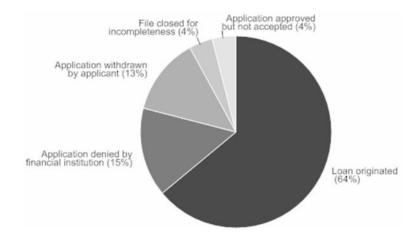
Figure II-2. Loan Applications and Action Taken, City of Carrollton, Texas, 2013

Note:

Does not include loans for multifamily properties or non-owner occupants.

Source:

FFIEC HMDA Raw Data, 2013. And BBC Research & Consulting.



**Outcome of loan applications.** Figure II-3 presents more detail on the outcomes of loan applications, focusing on differences in race and ethnicity.

Loan origination rates were lowest for Native Hawaiian or Pacific Islander applicants (50%); 19 of the 38 Native Hawaiian or Pacific Islander loan applicants received loans. Low origination rates were also found for African American applicants (54%) and Hispanic or Latino applicants (56%). These two groups had their loans denied 21 percent of the time. Asian and white applicants had the highest origination rates—and the lowest denial rates—with around two-thirds of loans originated and 14 percent of loans denied.

Originations of loans are dependent upon the loan application being submitted in a complete form to the lending officer. Loans that are withdrawn, incomplete or not accepted by the borrower affect borrower origination rates. Figure II-3 also includes these outcomes for

borrowers by race and ethnicity. In most cases, there was either a small difference or no difference between racial and ethnic minority applicants and white applicants, suggesting the effect of withdrawals, incomplete loan applications and non-approvals on the origination rate was minimal. However, higher levels of withdrawals among African Americans and incomplete loans among American Indian or Alaska Natives and Hispanic or Latinos did affect the origination rates for these groups.

The last two rows in the figure compare the application outcomes of potential minority borrowers with potential white borrowers. Both African American and Hispanic applicants had loan denial rates 7 percentage points higher than whites.

Figure II-3.

Outcome of Mortgage Loan Applications by Race and Ethnicity, City of Carrollton, Texas, 2013

Race/Ethnicity	Percent Originated	Percent Approved but Not Accepted by Applicant	Percent Denied	Percent Withdrawn	Percent Incomplete
Race					
American Indian or Alaska Native	57%	5%	20%	11%	7%
Asian	66%	5%	14%	12%	3%
Black or African American	54%	6%	21%	15%	4%
Native Hawaiian or Pacific Islander	50%	5%	32%	11%	3%
White	67%	4%	14%	12%	3%
Ethnicity					
Hispanic or Latino	56%	4%	21%	13%	5%
Non-Hispanic or Latino	67%	4%	13%	12%	3%
African American/White Difference	-13%	2%	7%	3%	0%
Hispanic/Non-Hispanic Difference	-11%	0%	7%	1%	2%

Note: There is a statistically significant difference between white and African American denial rates and non-Hispanic and Hispanic denial rates at a 95 percent confidence interval.

Does not include loans for multifamily properties or non-owner occupants.

Source: FFIEC HMDA Raw Data, 2013 and BBC Research & Consulting.

As displayed in Figure II-4, disparities in denials persist even at high income levels. The exception is loans for African Americans earning less than \$25,000 per year: in this case, whites are denied at a rate which is 10 percentages point higher rate than African Americans.<sup>3</sup> Hispanic or Latino applicants had higher denial rates compared to non-Hispanic or Latinos in all income categories.

The greatest gap occurs in the middle income category, where African American applicants were denied at a rate 14 percentage points higher than whites.

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 $<sup>^3</sup>$  It is important to note that there were only 12 applications from African Americans earning less than 50 percent AMI—a very small sample of loans for comparison.

Among applicants earning 100 percent of the Area Median Income (AMI) or greater, the denial rate among African Americans was 7 percentage points higher than whites and the denial rate for Hispanic applicants was 5 percentage points higher than non-Hispanics.

Figure II-4.

Mortgage Loan Application Denials by Race/Ethnicity and Income, City of Carrollton, Texas, 2013

		Percent of Denials by Area Median Income			
Race/Ethnicity	Overall Percent Denials	Less than 50% AMI	50%-99% AMI	100% of AMI or Greater	
Overall					
Race					
American Indian or Alaska Native	20%	60%	29%	9%	
Asian	14%	36%	15%	12%	
Black or African American	21%	25%	30%	18%	
Native Hawaiian or Pacific Islander	32%	100%	43%	19%	
White	14%	35%	16%	11%	
Ethnicity					
Hispanic or Latino	21%	39%	19%	16%	
Non-Hispanic or Latino	13%	34%	17%	11%	
African American/White Difference	7%	-10%	14%	7%	
Hispanic/Non-Hispanic Difference	7%	5%	3%	5%	

Note: Does not include loans for multifamily properties or non-owner occupants.

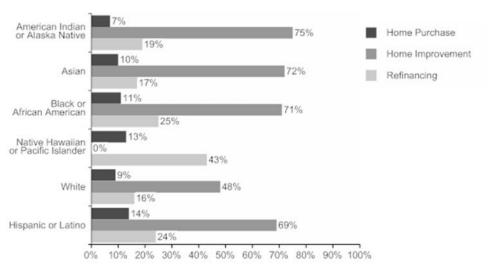
There were only one Native Hawaiian or Pacific Islander applicant, five American Indian or Alaska Native applicants and 12 African American applicants in the less than 50 percent AMI category.

Source: FFIEC HMDA Raw Data, 2013 and BBC Research & Consulting.

Figure II-5 displays the denial rate by race and ethnicity and loan purpose. The most striking data in the figure is the very high denial rates for home improvement loans: For the majority of borrower groups (whites excepted), home improvement loans are denied more than 70 percent of the time. Although the number of home improvement loans for some racial groups was small (less than 20 applications for all racial applicants except whites), the high rates of denials have implications for the condition of homes—and spillover effects in neighborhoods—of the city's minority residents. The good news is that denial rates for home purchases are low and differences in denials among racial and ethnic groups are minimal.

Figure II-5.

Denial by Race and Ethnicity and Loan Purpose, City of Carrollton, Texas, 2013



Note: Does not include loans for multifamily properties or non-owner occupants.

The number of home improvement loans for all racial groups except whites was less than 20.

Source: FFIEC HMDA Raw Data, 2013 and BBC Research & Consulting.

HMDA data contain some information on why loans were denied, which can help to explain differences in denials among racial and ethnic groups. Figure II-6 shows the reasons for denials in Carrollton. The most common reason for denials for African Americans was credit history, which differed from other racial and ethnic groups except for American Indian Alaskan Natives. A high debt-to-income ratio was the first or second most common reason for denials for most borrower groups.

Figure II-6.
Reasons for Denials of Loan Applications by Race and Ethnicity of Applicant, City of Carrollton, Texas, 2013

Race/Ethnicity	Debt-to- Income Ratio	Employment History	Credit History	Collateral	Insufficient Cash	Unverifiable Information	Credit Application Incomplete	Mortgage Insurance Denied	Other
Race									
American Indian or Alaska Native	20%	0%	40%	0%	0%	20%	0%	0%	20%
Asian	29%	4%	16%	7%	7%	12%	14%	0%	13%
Black or African American	21%	1%	34%	11%	3%	4%	11%	0%	16%
Native Hawaiian or Pacific Islander	45%	0%	0%	9%	9%	27%	0%	0%	9%
White	19%	3%	20%	15%	3%	8%	15%	0%	17%
Ethnicity									
Hispanic or Latino	25%	2%	22%	14%	4%	5%	12%	0%	15%
Non-Hispanic or Latino	20%	3%	19%		4%	9%	15%	0%	16%

Note: Does not include loans for multifamily properties or non-owner occupants.

Data on reasons for denials to American Indian or Alaska Native and Native Hawaiian or Pacific Islander were limited (10 and 11 total reasons).

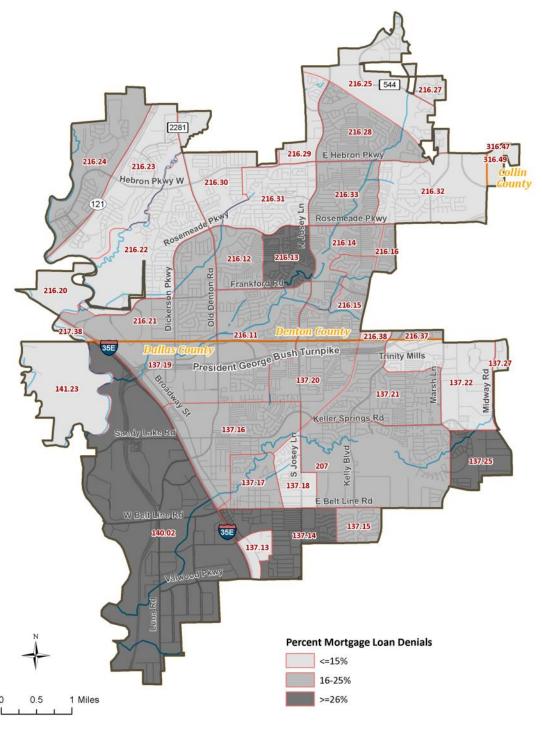
Source: FFIEC HMDA Raw Data and 2013 and BBC Research & Consulting.

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The map in Figure II-7 displays the percent of loan applications that were denied in 2013 by Census tract. Many of the Census tracts with low denial rates are in the northern sections of the City in Denton and Collin counties and three of the four high denial rate Census tracts are in the southern section of the city in Dallas County.

These high-denial areas overlap somewhat with minority concentrations.

Figure II-7
Mortgage Loan Denials All Races and Ethnicities by Census Tract, City of Carrollton, Texas, 2013



Note: Does not include loans for multifamily properties or non-owner occupants.

Source: FFIEC HMDA Raw Data, 2013 and BBC Research & Consulting.

**Subprime analysis.** This section examines how often racial and ethnic minority loan applicants in Carrollton received subprime loans compared to white applicants. For the purposes of this section, "subprime" is defined as a loan with an APR of more than three percentage points above comparable Treasuries. This is consistent with the intent of the Federal Reserve in defining "subprime" in the HMDA data.

Figure II-7 displays subprime loans by race, ethnicity and income in 2013. Hispanic borrowers received the highest proportion of subprime loans at 8 percent; Hispanic borrowers were also much more likely than non-Hispanic borrowers to receive subprime loans across income categories.

Curiously, middle income borrowers have the highest rates of subprime loans. This could reflect the extra risk lenders are taking to stretch these borrowers into homeownership.

Figure II-8.
Subprime Loans by Race and Ethnicity and Income, City of Carrollton, Texas, 2013

	Overall	P	ercent Subprime	
Race/Ethnicity	Percent Subprime	Less Than 50% AMI	50-99% AMI	100% AMI or Greater
Race				
American Indian or Alaska Native	7%	0%	25%	7%
Asian	1%	0%	5%	1%
Black or African American	3%	0%	11%	4%
Native Hawaiian or Pacific Islander	3%	0%	20%	0%
White	4%	10%	10%	4%
Ethnicity				
Hispanic or Latino	8%	15%	19%	9%
Non-Hispanic or Latino	3%	5%	7%	3%
African American/White Difference	-1%	-10%	1%	0%
Hispanic/Non-Hispanic Difference	5%	11%	12%	6%

Note: Does not include loans for multifamily properties or non-owner occupants.

Fewer than 15 subprime loans were issued to all races except for whites.

Source: FFIEC HMDA Raw Data, 2013 and BBC Research & Consulting.

The map in Figure II-9 displays the percent of originated loans that were subprime in 2013 by Census tract. The majority of the Census tracts with low levels of subprime loans are in the northeast section of the city and many of the Census tracts with high levels of subprime loans are in the southern section of the city. Some of these neighborhoods also have Hispanic and minority resident concentrations.

216.25 544 2281 216.28 E Hebron Pkw 316.49\ Gollin Gounty 216.24 Hebron Pkwy W 216.32 216.33 216.31 121 Rosemeade Pkwy 216.14 216.13 Frankford Rd 217.38 216.38 216.37 President George Bush Turnpike rintily Mills 137.20 137.22 141.23 137.19 137.21 Keller Springs Rd 137.16 Sandy Lake Rd Blvd 137.25 137.18 E Belt Line Rd W Belt Line Rd 137.15 140.02 137.14 137.13 Valwood Pkwy **Percent Subprime Loans** N/A <=3% 4 - 9% >=10% 1 Miles 0.5

Figure II-9.
Subprime Loans All Races and Ethnicities by Census Tract, City of Carrollton, Texas, 2013

Note: Does not include loans for multifamily properties or non-owner occupants.

Census tracts 137.13, 216.20 and 140.02 not included due to very low levels or no originated loans.

Source: FFIEC HMDA Raw Data, 2013 and BBC Research & Consulting.

During the public comment period for the Five-year Consolidated Plan conducted in 2014, members of the Mary Immaculate Parish expressed their concern about the large number of predatory lenders near the Parish. The Parish had identified 27 predatory lenders operating within the boundary of the Parish (see Figure II-10). These lenders operate within areas in Carrollton that are also areas of high loan denials and high subprime loans.

Concerns about the large number of payday or quick cash lenders centered on the perception that residents who rely on these services are being taken advantage of and that the high number of such businesses crowds out more traditional financial service providers or nonprofits who may be able to serve these residents' at a lower cost to the resident. In recent years, the Texas legislature has attempted to address the issue of payday lenders, but these businesses appear to still be the primary financial institution serving low income residents of Carrollton near the Mary Immaculate Parish.

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Figure II-10.

Map of Predatory Lenders Near Mary Immaculate Parish

Source: Mary Immaculate Parish, Carrollton, TX.

RESOLUTION NO.
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, ADOPTING THE DRAFT ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING AND DRAFT PROGRAM YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT ONE-YEAR PLAN OF ACTION AND BUDGET.

**WHEREAS**, the City of Carrollton, Texas (the "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 of Carrollton is entitled to receive \$696,061 in Community Development Block Grant funds from the United States Department of Housing and Urban Development in Program Year 2015; and

**WHEREAS**, the Neighborhood Advisory Commission reviewed the draft Analysis of Impediments to Fair Housing and Program Year 2015 Community Development Block Grant One Year Plan of Action and Budget; and

**WHEREAS**, on June 11, 2015, the Neighborhood Advisory Commission held a public hearing on the Analysis of Impediments to Fair Housing and Program Year 2015 Community Development Block Grant One Year Plan of Action and Budget, and, after all persons were given an opportunity to present verbal and written testimony, did consider and make recommendations for this Plan and Budget incorporated therein; and

**WHEREAS**, the City Council conducted a public hearing on July 7, 2015 and thereby provided all persons with an opportunity to present verbal and written testimony; and

**WHEREAS**, the City Council has concluded that the adoption of the Plan and Budget for Program Year 2015 is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens;

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

#### **SECTION 1**

The Analysis of Impediments to Fair Housing and Program Year 2015 Community Development Block Grant One Year Plan of Action and Budget, which draft documents are attached hereto and incorporated herein for all purposes, assess housing opportunities and establish the strategies and goals for the Carrollton Community Development Block Grant Program and is hereby adopted by the City Council.

## **SECTION 2**

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

## **SECTION 3**

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

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 7th day of July, 2015.

	CITY OF CARROLLTON, TEXAS
	Matthew Marchant, Mayor
ATTEST:	
Krystle Nelinson, City Secretary	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Meredith A. Ladd City Attorney	Scott Hudson Environmental Services Director



## **City of Carrollton**

### **Agenda Memo**

File Number: 2113

Agenda Date: 7/7/2015 Version: 1 Status: Public Hearing/Consent

Agenda

In Control: City Council File Type: Public Hearing

Agenda Number: \*18.

CC MEETING: July 7, 2015

**DATE:** June 30, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Ordinance To Rezone To Amend A Special Use

Permit For A Used Car Dealership With Special Conditions To Expand The Use To An

Adjoining Lot Generally Located At The Southwest Corner of Hutton Drive and Belt

Line Road; Amending Accordingly The Official Zoning Map. Case No. 06-15SUP1

Certified Autoplex/KM Midway Real Estate. Case Coordinator: Michael McCauley.

#### **BACKGROUND:**

SUP 405 was approved in 2013 to allow a used car dealership with an accessory automobile repair service at the subject site. SUP 405 was amended in 2014 to allow the additional use of an on-site paint and body shop.

#### STAFF RECOMMENDATION/ACTION DESIRED:

On June 4, 2015, the Planning & Zoning Commission recommended **APPROVAL**. The attached ordinance reflects the action of the Commission. Because the action of the Commission was unanimous and no public opposition has been received, this item is being placed on the Public Hearing - Consent portion of the agenda.

#### **RESULTS SHEET**

Date: 07/08/15

Case No./Name: 06-15SUP1 Certified Autoplex

#### A. STIPULATIONS AND RECOMMENDATIONS

Staff recommends **Approval** with the following stipulations:

- 1. Building enclosures shall have the same exterior building design and content as the existing facility. This shall include building rooflines as shown on Exhibit B.
- 2. Fencing and screening wall shall be consistent with existing facility site.
- 3. The two adjoining properties, 1010 Hutton Drive and the undeveloped property to the north, shall be replatted as a single lot of record before issuance of a building permit.
- 4. No damaged vehicle shall be located between the front face of any building and Hutton Drive, nor shall any damaged vehicle be visible from Belt Line Road.
- 5. Landscaping shall be consistent with the Conceptual Landscape Plan attached as Exhibit C, with the following stipulations:
  - a. In each case where landscaping other than turf grass or groundcover is located within a public right-of-way, a landscape license agreement shall be executed with the City.
  - b. Extend the illustrated landscaping on the western right-of-way of Hutton Drive southward to the nearest driveway of the existing facility site.
- **A. P&Z RECOMMENDATION** from P&Z meeting: 06/04/15

Result: **APPROVED** with stipulations /Vote:

**B. CC RECOMMENDATION** from CC meeting: 07/07/15

Result: /Vote:

#### SPECIAL USE PERMIT

Case Coordinator: Michael McCauley

### **GENERAL PROJECT INFORMATION**

**SITE ZONING:** (LI) Light Industrial District

SURROUNDING ZONING	SURROUNDING LAND US	SES

NORTH (LI) Light Industrial District Belt Line Road

SOUTH (LI) Light Industrial District Warehouse (LI) Light Industrial District **EAST** Warehouse

WEST (LI) Light Industrial District Valwood Improvement

**Authority Drainage Channel** 

**REQUEST:** Approval of an amendment to SUP 405 to allow the expansion of the

> site; the expansion includes additional outdoor display of used vehicles, expanding the office and showroom area of the building, and

install above ground 1,000 gallon gas tank.

Expansion to a used car dealership (with outdoor display) **PROPOSED USE:** 

**ACRES/LOTS:** Approximately 3.3 acres / 2 Lots

**LOCATION:** West side of Hutton Drive just south of Belt Line Road.

**HISTORY:** The current zoning on the property was established in September

1968.

The property has never been subdivided.

The existing building was constructed in 1981.

SUP 405 (Ordinance No. 3547) was approved in 2013 and allows the used car dealership. The building and site has since been

improved.

SUP 405 was amended to allow a paint and body shop as an

ancillary use to the used car dealership.

**COMPREHENSIVE** 

PLAN:

**Industrial Uses** 

**TRANSPORTATION** 

Hutton Drive is designated as a (A4D) Four-Lane Divided Arterial. Belt Line Road is designated as a (A6D) Six-Lane Divided Arterial. **PLAN:** 

## Agenda Item No. \_\_\_\_ Case No. 06-15SUP1 Certified Autoplex

**OWNER:** Kami Akhaveissy

**REPRESENTED BY:** Kami Akhaveissy / Certified Autoplex

#### **STAFF ANALYSIS**

#### PROPOSAL

Request to amend a Special Use Permit (SUP 405) to allow main building expansion and expansion for outdoor vehicle display.

#### **HISTORY**

In 2013, SUP 405 was approved allowing a used car dealership with an accessory repair shop.

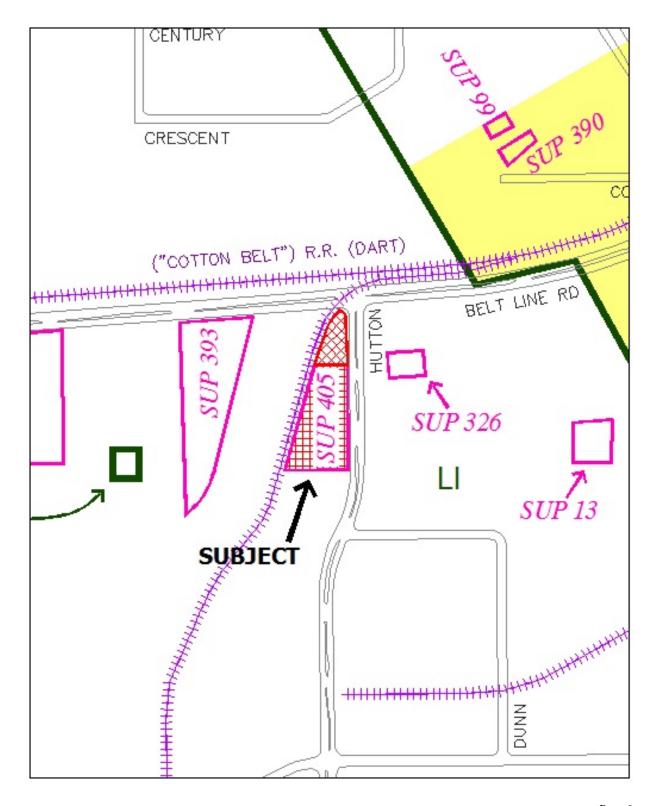
In 2014, SUP 405 was amended to allow accessory garage and a paint and body shop.

#### CONCLUSION

In an effort to be more consistent with the site development of the existing facility, the Commission and staff supported not having landscaped parking islands and relocating the lost landscaping onto the northern portion of the proposed site. The applicant requested this to eliminate the damage the raised vertical curbs around the islands could cause to the vehicle's tires when customers maneuver the vehicles around the site. Further, the applicant is requesting to place all landscaping generally required in the 15 ft. on-site buffer between the Hutton right-of-way and the development site within the right-of-way as shown on the landscape plan. The Commission and staff supported this request as part of the applicant's amended SUP.

Staff believes the expansion is suitable for this site with the Commission's recommended stipulations.

## SITE LOCATION AND ZONING MAP



## **APPLICANT'S EXHIBITS**

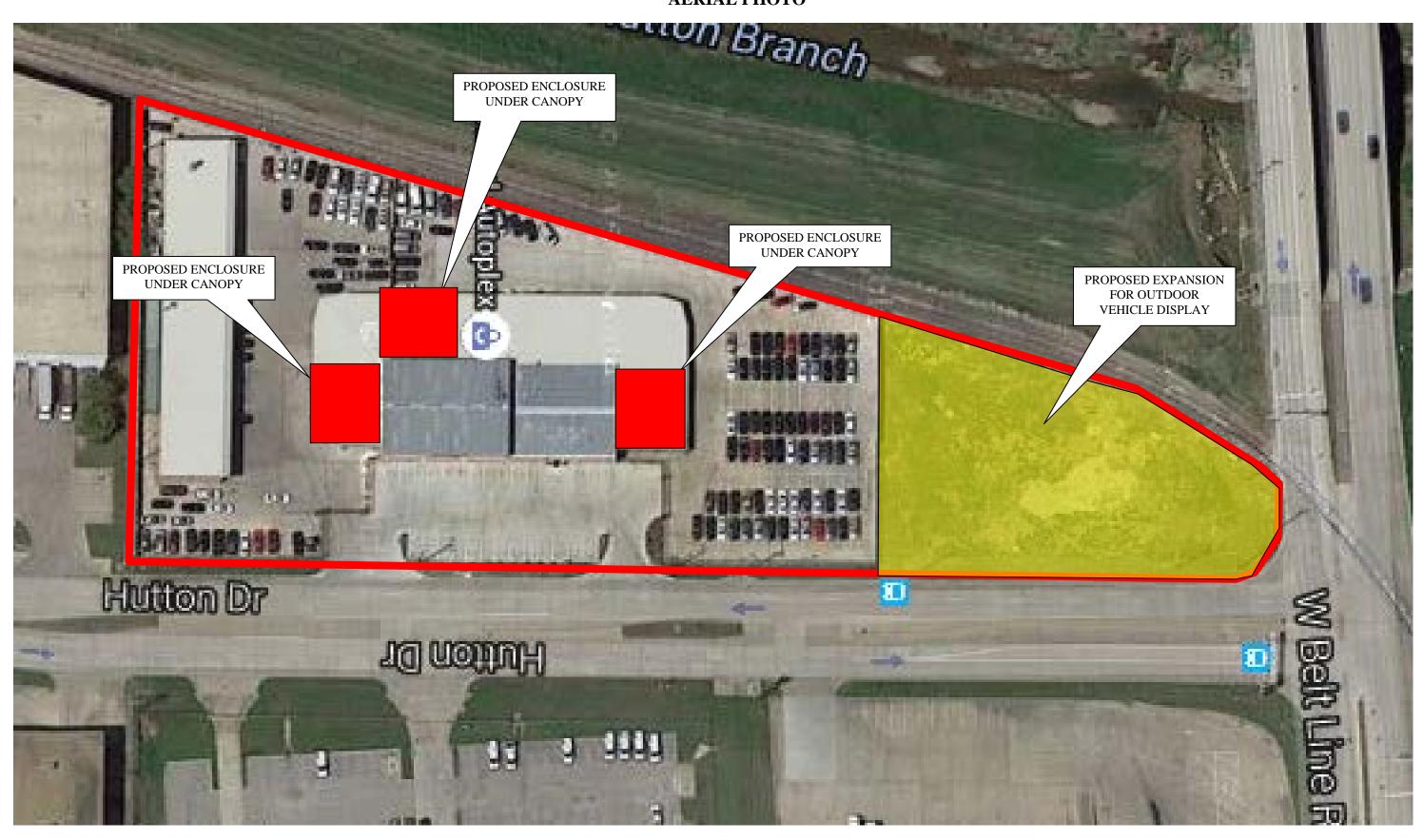


EXISTING BUILDING ELEVATION ALONG HUTTON DRIVE

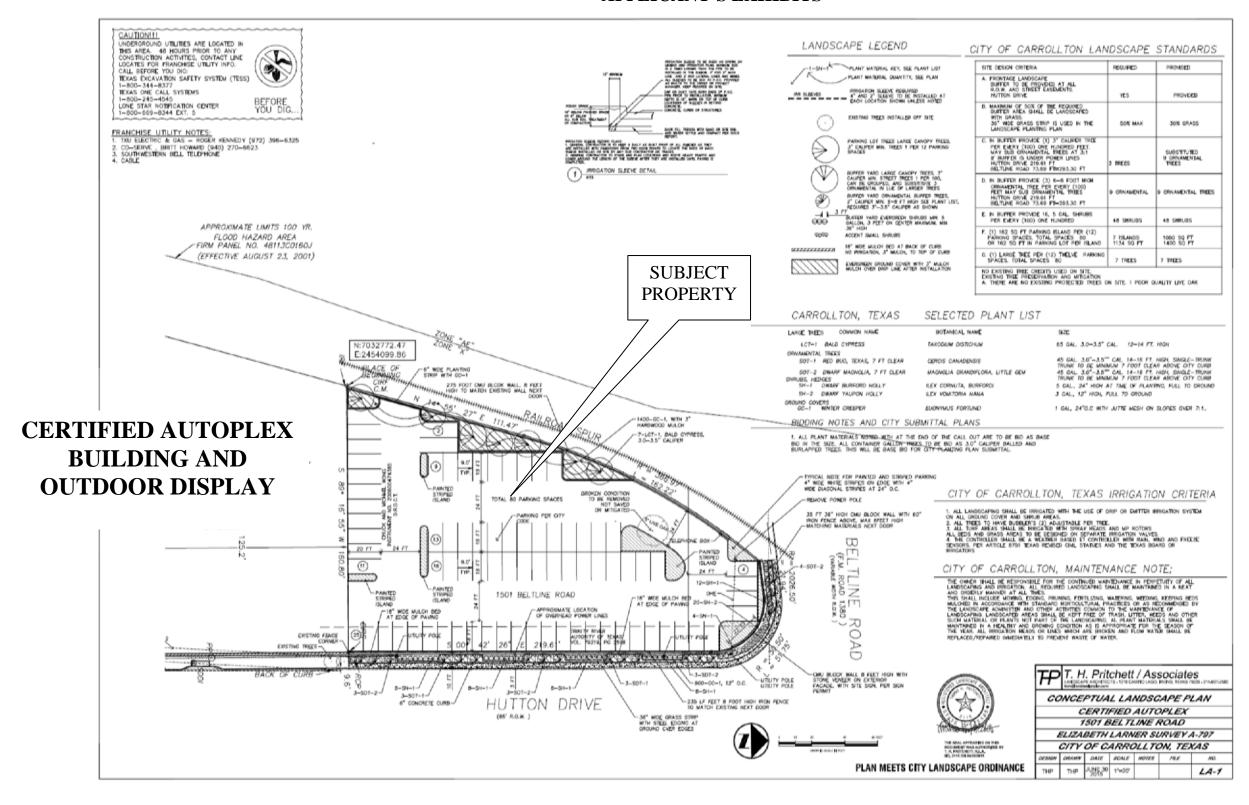


FRONT VIEW ALONG HUTTON DRIVE SHOWING OUTDOOR VEHICLE DISPLAY

## **AERIAL PHOTO**



#### **APPLICANT'S EXHIBITS**



Agenda	Item No.	

Excerpt from Draft Minutes Planning & Zoning Commission Meeting of June 4, 2015

Hold A Public Hearing To Consider And Act On An **Ordinance Amending A Special Use Permit** For a Used Car Dealership With Special Conditions Located At 1010 Hutton Drive To Expand The Use To An Adjoining Lot Generally Located On The Southwest Corner of Hutton Drive and Belt Line Road, Amending Accordingly The Official Zoning Map. **Case No. 06-15SUP1 Certified Autoplex**/KM Midway Real Estate. Case Coordinator: Michael McCauley.

Michael McCauley presented the case to amend the existing SUP to expand the outdoor display of the used car dealership. He used an aerial photo to depict the subject site of approximately one acre that was covered with sod and an existing building. Part of the request was to use portions of the attached canopy as an indoor facility for the showroom and other ancillary uses. He advised that staff was in support of the request to expand the outdoor display with stipulations outlined in the case report. He advised that staff did not receive any comments from the public.

Kami Akhaveissy, 1010 Hutton Drive, Certified Autoplex, stated he has been in Carrollton one and a half years and already needed to expand. He stated he understood all of the stipulations and asked to remove Item 7 with regard to installing an island between every 10 parking spaces because the island would not be visible from Belt Line Road, that the islands could pose a hazard to their inventory when moving the vehicles and third, because it would cause a loss of the flow of the existing lot. He stated to make up for the request, he would be willing to add more landscaping along Belt Line as well as Hutton Road to enhance the view of the lot.

McCauley stated the request for the islands was to bring the site into compliance with the Landscape Ordinance. He stated the landscape ordinance requires the islands for new or used car dealerships.

Nesbit asked about the height of the CMU block wall along the railroad spur and McCauley stated he believed it was eight feet and that all new fencing would match what is currently installed. Nesbit and staff discussed where the fencing and wall would be. Nesbit concluded that as proposed, the project would result in having approximately 37 feet of frontage on Belt Line Road where citizens could see into the parking lot and most of the lot being visible from Hutton Drive.

McAninch asked the applicant about the enhanced landscaping and Akhaveissy replied that they would be willing to do what staff recommended in lieu of the islands. He stated that because they consider their business as an upper scale dealership then the beautification of the lot was their number one goal.

Stotz felt it would be a better use of the applicant's fund and better visually to place additional landscaping outside the fence to screen the view. He also noted the improvement to the site since

the applicant purchased the site and encouraged the expansion as well as working with the applicant on the island issue.

In response to Nesbit's question about their parking lot, Akhaveissy stated it was an enclosed parking lot. No one is able to just drive onto the lot; whether they are walk-in customers or are there by appointment, everyone is escorted to the vehicles from the office area.

Krause commented that it made sense to him to add the landscaping around the exterior rather than the interior.

Chair McAninch opened the public hearing and invited speakers to address the Commission and there being no speakers, she closed the public hearing and offered the applicant an opportunity to close the presentation.

Mr. Akhaveissy stated he looked forward to working with the City as the business grows.

\* Stotz moved approval of Case No. 06-15SUP1 Certified Autoplex with staff stipulations, deleting Stipulation No. 7 and replacing it with "the applicant will work with City staff to determine an appropriate amount of additional landscaping to be placed on the perimeter of the property; second by Nesbit. Chair McAninch stated that normally she doesn't support requests for used car dealerships but is in support of this one since it was, in her opinion, on the correct side of IH-35 to have auto dealerships. The motion was approved with a unanimous 8-0 vote (Kiser absent).

SPECIAL USE PERMIT NO. 405 DEVELOPMENT NAME: Certified Autoplex

ORDINANCE NO	OF THE CITY	OF CARROLLTO	N AMENDING
ITS COMPREHENSIVE	ZONING ORDINA	NCE BY AMEND	ING SPECIAL
USE PERMIT NUMBE	R 405 TO PROVID	E FOR A USED C	CAR DEALER
AUTOMOBILE REPAIR	SERVICE OR GA	RAGE (ACCESSOI	RY USE) AND
AUTOPMOBILE PAIN	T & BODY SHO	OP (ACCESSORY	USE) UPON
PROPERTY LOCATED	AT THE SOUTHV	WEST CORNER O	F BELT LINE
ROAD AND HUTTON I	ORIVE; AMENDING	G THE OFFICIAL 2	ZONING MAP
AND PROVIDING PENA	ALTY, SEVERABIL	ITY, REPEALER A	AND SAVINGS
CLAUSES; AND PROV	DING FOR AN EFF	FECTIVE DATE ON	N AND AFTER
ITS ADOPTION AND P	UBLICATION.		

ORDINANCE NUMBER

**WHEREAS**, at a public hearing held on the 4th day of June, 2015, the Planning & Zoning Commission considered and made recommendation on a certain request for a Special Use Permit (Case No. 06-15SUP1); and

**WHEREAS**, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Carrollton, as amended; and

**WHEREAS**, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals and general welfare:

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

Section 1.

Special Use Permit Number 405 established by City of Carrollton Ordinance Number 3639 is hereby amended for a certain tract located at the southwest corner of Belt Line Road and Hutton Drive and being more specifically described on the attached Exhibit A, providing for the following uses:

Used Car Dealer
Automobile Repair Service or Maintenance Garage (accessory use)
Automobile Paint & Body Shop (accessory use)

#### Section 2.

Development shall be in accordance with the following special conditions, restrictions, and regulations:

- 1. Building enclosures shall have the same exterior building design and content as the existing facility. This shall include building rooflines as shown on Exhibit B.
- 2. Fencing and screening wall shall be consistent with existing facility site.
- 3. The two adjoining properties, 1010 Hutton Drive and the undeveloped property to the north, shall be replatted as a single lot of record before issuance of a building permit.
- 4. No damaged vehicle shall be located between the front face of any building and Hutton Drive, nor shall any damaged vehicle be visible from Belt Line Road.
- 5. Landscaping shall be consistent with the Conceptual Landscape Plan attached as Exhibit C, with the following stipulations:
  - a. In each case where landscaping other than turf grass or groundcover is located within a public right-of-way, a landscape license agreement shall be executed with the City.
  - b. Extend the illustrated landscaping on the western right-of-way of Hutton Drive southward to the nearest driveway of the existing facility site.

#### Section 3.

The Comprehensive Zoning Ordinance and the Official Map are hereby amended to reflect the action taken herein.

#### Section 4.

Any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

#### Section 5.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

#### Section 6.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

Page 2

## Section 7.

This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Seventh day of July, 2015.

## CITY OF CARROLLTON

ATTEST:	By: Matthew Marchant, M	
Krystle F. Nelinson City Secretary		
APPROVED AS TO FORM:	APPROVED AS TO	CONTENT:
Susan Keller Assistant City Attorney	Michael McCauley Senior Planner	

## EXHIBIT A LEGAL DESCRIPTION

# CARROLLTON INDUSTRIAL PARK, PART 3 AS RECORDED IN INSTRUMENT NUMBER 2013001104818 DALLAS COUNTY, TEXAS.

#### **AND**

Being a tract of land situated in the ELIZABETH LARNER SURVEY, Abstract No. 797, and being a portion of all that certain tract of land described in deed to DOR-WELL ENTERPRISES, L.P., as recorded in Volume 99199, Page 6342, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner on the west line of Hutton Drive, said fence corner being the southeast corner of said DOR-WELL ENTERPRISES tract and being the northeast corner of a tract of land described in deed to SYMONS CORPORATION as recorded in Volume 80155, Page 1677, of said Deed Records;

THENCE South 89 degrees 16 minutes 55 seconds West, a distance of 160.80 feet along the north line of said SYMONS CORPORATION tract to a set 1/2-inch iron rod on the southeast line of a Railroad Spur, said set 1/2-inch iron rod being the northwest corner of said SYMONS tract and the southwest corner of this tract from which a found 1/2-inch iron rod bears South 12 degrees 11 minutes 53 seconds East, 0.40 of one foot;

THENCE North 14 degrees 55 minutes 27 seconds East, a distance of 111.47 feet along the southeast line of said Railroad Spur to a set 1/2-inch iron rod from which a found 1/2-inch iron rod bears North 10 degrees 08 minutes 35 seconds East, 0.36 of one foot to the beginning of a curve to the right having a radius of 366.97 feet;

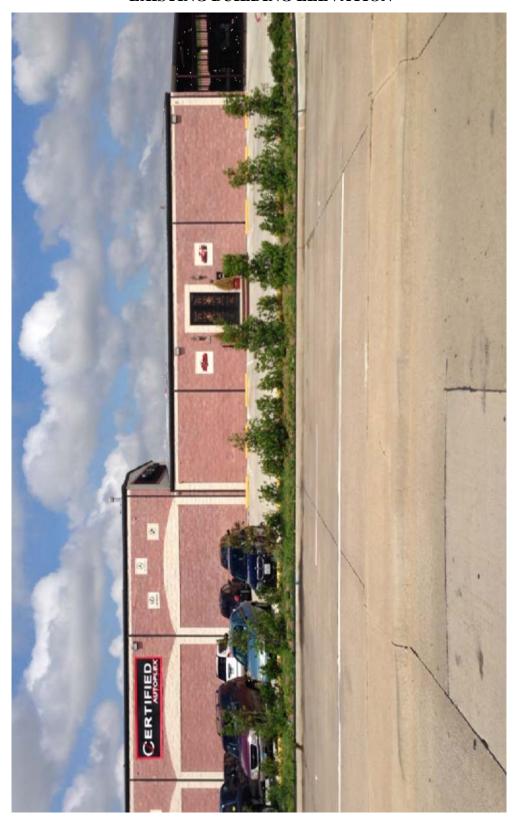
THENCE along said curve a chord bearing and distance of North 27 degress 35 minutes 17 seconds East, 160.90 feet, and an arc distance of 162.22 feet to a set 1/2-inch iron rod on the south line of Beltline Road (variable width right-of-way), and being a point on a non-tangent curve to the right having a radius of 2026.50 feet;

THENCE along said curve, a chord bearing and distance of North 82 degrees 26 minutes 52 seconds East, 21.94 feet, an arc distance of 21.94 feet to a set 1/2-inch iron rod on the aforesaid south line of Beltline Road from which a found 1/2-inch iron rod bears South 39 degrees 41 minutes 51 seconds West, a distance of 2.36 feet and being the beginning of a curve to the right having a radius of 30.50 feet;

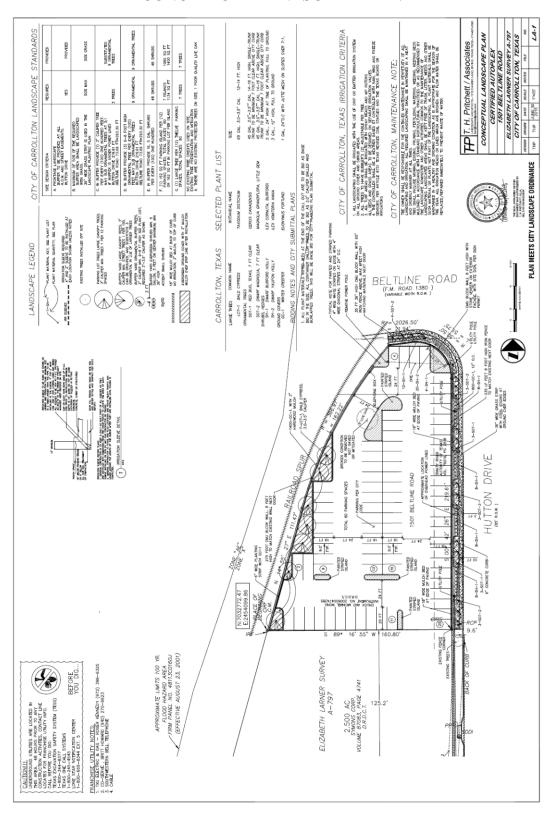
THENCE along said curve, a chord bearing and distance of South 46 degrees 20 minutes 15 seconds East, 45.76 feet, and an arc distance of 51.75 feet to a found 1/2-inch iron rod on the aforesaid west line of Hutton Drive;

THENCE South 00 degrees 42 minutes 26 seconds East, a distance of 219.61 feet to the POINT OF BEGINNING and containing 26,649 square feet or 0.681 of one acre of land.

EXHIBIT B
EXISTING BUILDING ELEVATION



## EXHIBIT C CONCEPTUAL LANDSCAPE PLAN





## **City of Carrollton**

## **Agenda Memo**

File Number: 2099

Agenda Date: 7/7/2015Version: 1Status: Public

Hearing/Individual Consideration

In Control: City Council File Type: Public Hearing

Agenda Number: 19.

CC MEETING: July 7, 2015

**DATE:** June 29, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Ordinance To Rezone To Establish A New **Planned Development District** For The (SF-8.4/16) Single-Family (MF-18)Multi-Family Residential **Districts** With **Modified Development Standards** Along A Section Of Crosby Road Between Parkside Drive And Perry Road. Case No. 05-15Z3 Crosby Road Residential Infill PD/City Of Carrollton. **Case Coordinator:** Michael McCauley.

## **BACKGROUND:**

This is a city-initiated request for approval to establish a new planned development district (PD) along a section of Crosby Road between Parkside Drive and Perry Road. The PD will encourage and support infill single-family residential development and redevelopment along this corridor by adjusting certain regulations and development standards.

Staff and the City Council Re-Development Sub-Committee have explored concepts for creating an incentive package for repair, rehabilitation and re-development in the city's older neighborhoods. This particular corridor is located in a Neighborhood Empowerment Zone. The Neighborhood Empowerment Zone allows all construction fees, including building permit fees, impact fees, platting fees, and project permit fees to be waived, which includes new development, renovation, rehabilitation and repair of existing properties.

## STAFF RECOMMENDATION/ACTION DESIRED:

On June 4, 2015, the Planning & Zoning Commission recommended **APPROVAL**. The attached ordinance reflects the action of the Commission. Although the action of the Commission was unanimous, public opposition has been received. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

## **RESULT SHEET**

Date: 07/08/15

Case No./Name: 05-15Z3 Crosby Road Residential Infill PD

A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommended APPROVAL.

**B. P&Z RECOMMENDATION** from P&Z meeting: 05/07/15 Result: **CONTINUED** /Vote: 8-0 (Krauss absent)

**C. P&Z RECOMMENDATION** from P&Z meeting: 06/04/15 Result: **APPROVED** /Vote: 8-0 (Kiser absent)

**D. CC PUBLIC HEARING** from CC meeting: 07/07/15

Result: /Vote:

#### **ZONING**

Case Coordinator: Michael McCauley

#### GENERAL PROJECT INFORMATION

**SITE ZONING:** (SF-8.4/16) Single-Family and (MF-18) Multi-Family Residential

**Districts** 

<u>SURROUNDING ZONING</u> <u>SURROUNDING LAND USES</u>

NORTH (SF-8.4/16) and (SF-12/20) Single- Residential

Family Residential Districts

SOUTH (SF-7/14) Single-Family Residential Residential

District

EAST (SF-7/14) Single-Family Residential High School

District

WEST (D) Duplex Residential District (MF- Residential Duplexes and

18) Multi-Family Residential District Undeveloped (MF-18 SUP site)

with SUP-44

**REQUEST:** Approval to establish a new PD along a section of Crosby Road. The

PD will encourage and support infill single-family residential development and redevelopment along this corridor by adjusting

certain regulations and development standards.

**PROPOSED USE:** Existing residential development

**ACRES/LOTS:** Approximately 18.4 acres/44 lots

**LOCATION:** Section of Crosby Road as shown on the attached boundary map

**HISTORY:** Most of the lots in the described PD are platted. Many of the houses

are over 40 years old.

TRANSPORTATION

Crosby Road is designated as a (C4U) Four-Lane Undivided Collector.

**PLAN:** 

**OWNERS:** Multiple ownerships

**REPRESENTED BY:** City of Carrollton

## **STAFF ANALYSIS**

## **PURPOSE**

The new Planned Development district is established to provide an incentive for larger home redevelopment in this corridor while enhancing its aesthetics. Staff considered modified development standards on these lots, such as reduced setbacks and increased lot coverages, to allow for the accommodation of larger, single-family homes. Because of the depth of these lots, staff considered side entry or wrap-around driveways and garages, or to allow garages to face the street if the front garage elevation is behind the main building.

## **INITIAL CONCERNS**

In 2012, the City Re-development Subcommittee expressed concerns for the re-development of residential lots in this area as development would require the homes to be limited to 45% lot coverage. They were also concerned if they should limit the size of homes in the infill sites to include extremely large homes, also referred to as McMansions.

## **CURRENT PROVISIONS**

Article XXXII of the Comprehensive Zoning Ordinance authorizes the Board of Adjustment to consider the construction of a single-family detached residential structure, and exempt such structure from the minimum required exterior brick or stone content, provided that 50% of the total existing single-family detached residential structures are located on both sides of the street upon which such structure is to be located, measured from the block's intersecting streets, are not in compliance with the exterior brick or stone requirements of the applicable district.

## **EMPOWERMENT ZONES**

This area is located in a Neighborhood Empowerment Zone. Construction fees, including building permit fees, impact fees, platting fees, and project permit fees (fences, electrical, plumbing, etc.), would be waived for all projects, including new development, renovation, rehabilitation or repair.

## **CONCEPT AND GOALS**

This area allows for opportunities for larger home redevelopment in this corridor while enhancing its aesthetics. Staff considered modified development standards on these lots, such as reduced setbacks, increased lot coverages, increased height, etc., to allow for the accommodation of larger homes. Because of the depth of these lots, staff considered side entry or wrap-around driveways and garages, or to allow garages to face the street if the front garage elevation is behind the main building.

The following modified standards are proposed:

## **MAXIMUM BUILDING COVERAGE:**

The maximum building coverage shall not exceed 65% of the lot. This is an increase from the current 45% allowable building coverage and allows for a larger house to be constructed.

## **SETBACKS**:

- The minimum side setback on internal lots or abutting an alley shall be 5 feet with a minimum 10 feet separation between structures. This is a reduction from the current 7 feet (for one story structures) and 9 feet (for structures taller than one story). This allows for a larger house to be constructed.
- The minimum rear setback shall be 10 feet. This is a reduction from the current 20 feet and allows for a larger house to be constructed.

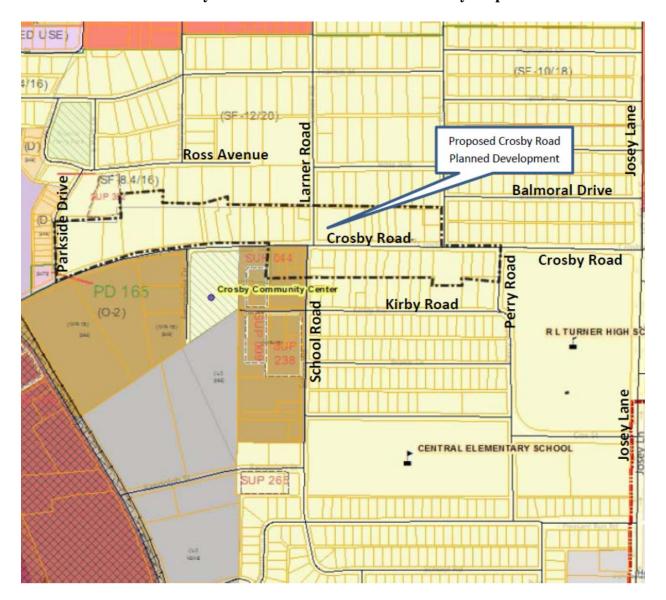
## GARAGE DOORS:

The garage door shall be stained natural cedar or faux wood having the appearance of stained natural cedar when it is visible from a public street. *This provides a more natural appearance and improves the visual appearance of the garage and residence.* 

## **CONCLUSION**

In response to the direction from the Re-Development Sub-Committee, staff has proposed the creation of a new Planned Development zoning district for a section of Crosby Road. Staff believes the modified regulations and development standards address the Sub-Committee's concerns and will encourage and support infill residential development along this corridor.

## Crosby Road Residential Infill PD Boundary Map



## PUBLIC COMMENTS

## **SUPPORT**

Name:	I Richard	Fleming
Address:	1506 Ross	s Ava.
City, ST, ZIP:	Carrollto.	TX 75006
	ter my: Support eferenced case.	☐ Opposition
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		Planning City of Carrollion
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	Richard -	
Case No/Name	05-1523	Date: 5.5.201
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			he beginning of the meeting.
		Phone	Date
Address	(D)	City	Zip
Public Heari	ng Agenda Item#		ak IN OPPOSITION to this iten
I do not wish	to speak; however, please rec	cord my SUPPORT	OPPOSITION.
Please identify the g	roup or organization you rep	resent, if any:	

## **OPPOSITION**

Case No/Name:	05-1523 Com	by Rd Resisten	Received 15
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Signature:	Kathon	Innas	n n mun v
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Name:	Lolat 14	arriam	05-1523
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Signature:	Pla F Ha	vien	Planning City of Cerrolton

## SPEAKER CARDS FROM MAY 7, 2015 PZ MEETING

CARROLLTON PLANNING & ZONING APPEARANCE CARD
Please complete this card and submit it to a city staff member prior to the beginning of the meeting.
Name Mille AMAYAPhone 169 231077 Date
Address 1626 E CROSBY PD City CAPROLITA Zip 75006
Public Hearing Agenda Item #
I wish to speak IN FAVOR of this item I wish to speak IN OPPOSITION to this item.
I do not wish to speak; however, please record my SUPPORT OPPOSITION.
Please identify the group or organization you represent, if any:
Please read and comply with the
"Guidelines for Speaking at City Government Public Meetings."
CARROLLTON
CARROLLTON PLANNING & ZONING APPEARANCE CARD
Please complete this card and submit it to a city staff member prior to the beginning of the meeting.
Name DAN CLAIBORNE Phone 972 298555 Date 3/7
Address 16 87 CROSBY D. City C Zip 75006
Public Hearing Agenda Item # 5-1523
1 wish to speak in PAVOR of this item I wish to speak in OPPOSITION to this item.
I do not wish to speak; however, please record my SUPPORT OPPOSITION.
Please identify the group or organization you represent, if any:
Please read and comply with the attached "Guidelines for Speaking at City Government Public Meetings."

Excerpt from Minutes Planning & Zoning Commission Meeting of May 7, 2015

Hold A Public Hearing And Consider An Ordinance To Rezone To Establish A New Planned Development District For The (SF-8.4/16) Single-Family Residential District With Modified Development Standards Along A Section Of Crosby Road. Case No. 05-15Z3 Crosby Road Residential Infill PD/City Of Carrollton. Case Coordinator: Michael McCauley.

Barton explained that the request was very similar to the previous case as noted by Mr. Shah in his comments noting it had the same intent.

Chair McAninch opened the public hearing and invited speakers to address the Commission.

Dan Claiborne, 1607 Crosby Road, stated wanted to be sure that the brick and stone requirements were not relaxed for the Crosby Road area and requested that the homes be high quality homes and not townhomes.

Chair McAninch called for Miguel Amaya, 1626 E. Crosby Road, but he was not in attendance.

Roger Gull, 1512 Parkside Drive, stated it would be helpful if the information could be placed on the website prior to the meetings. He stated concerns with regard to multi-family being allowed and drainage but did not state a position in favor or in opposition.

Chair McAninch stated she would not close the public hearing. Kiser noted that the Carrollton website included the presentation provided this evening.

Daniel-Nix moved to keep the public hearing open and continue Case No. 05-15Z3 Crosby Road Residential Infill PD to the June 4 meeting; second by Nesbit and the motion was approved with a unanimous 8-0 vote (Kraus absent).

Excerpt from Draft Minutes Planning & Zoning Commission Meeting of June 4, 2015

Hold A Public Hearing And Consider An Ordinance To Rezone To Establish A New Planned Development District For The (SF-8.4/16) Single-Family Residential District With Modified Development Standards Along A Section Of Crosby Road. Case No. 05-15Z3 Crosby Road Residential Infill PD/City Of Carrollton. Case Coordinator: Michael McCauley.

McCauley presented the case noting it was a City initiated request similar to the previous case to allow a larger home. The building envelope/lot coverage would increase from 45% to 65%; the minimum brick or stone content would remain the same at 70%; the side setback would be five feet and the rear setback would be 10 feet; no change was proposed to the front setback of 25 feet and would only apply to single family detached residential dwellings; and new garages would require that the doors be a stained natural cedar or faux wood when visible from the street. He stressed the PD was solely for single family residential detached development.

Daniel-Nix was concerned about blending the look of an older home with a new garage that meet these new requirements. McCauley stated that a new garage would be required to meet the current standards.

Chair McAninch opened the public hearing and invited speakers to the podium and reiterated that a card had been submitted in favor of the item from Norma and Joyce Mitchell, 2012 Milam Circle. There being no speakers, she closed the public hearing and opened the floor for discussion or a motion.

\* Chadwick moved approval of Case No. 05-15Z3 Crosby Road Residential Infill PD with the items mentioned, increasing the buildable lot from 45% to 65% and the other items that staff presented; second by Stotz and the motion was approved with a unanimous 8-0 vote (Kiser absent).

Ord No.	
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# PLANNING DEPARTMENT City of Carrollton

PLANNED DEVELOPMENT NO. 200 DEVELOPMENT NAME: Crosby Rd. Residential Infill

Date: 07/07/15

ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING PLANNED DEVELOPMENT NO. 200 TO CHANGE THE ZONING OF PROPERTIES TOTALING APPROXIMATELY 18.4 ACRES LOCATED ALONG A SECTION OF CROSBY ROAD, PROVIDING FOR THE (SF-8.4/16) SINGLE-FAMILY AND (MF-18) MULTI-FAMILY RESIDENTIAL DISTRICTS WITH MODIFIED DEVELOPMENT STANDARDS; AMENDING ACCORDINGLY THE OFFICIAL ZONING MAP; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

**WHEREAS**, at its regular meeting held on the Fourth day of June, 2015, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 05-15Z3);

**WHEREAS**, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Carrollton, as amended;

**WHEREAS**, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as if copied in their entirety.

## SECTION 2.

#### I. Permitted Uses

Planned Development Number 200 is hereby established for certain properties totaling approximately 18.4 acres located along a section of Crosby Road, and more specifically illustrated on the attached Exhibit A, providing for the following uses:

Ord No.	
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Permitted uses shall be all principal and accessory uses which are allowed by right in the (SF-8.4/16) Single-Family and (MF-18) Multi-Family Residential Districts, in accordance with Articles VII and X of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations of the (SF-8.4/16) Single-Family and (MF-18) Multi-Family Residential Districts and the Comprehensive Zoning Ordinance, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (SF-8.4/16) Single-Family and (MF-18) Multi-Family Residential Districts, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended. Such Special Use Permit shall be subject to the conditions established in Articles XXI and XXXI of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations.

## II. Special Development Standards

Development shall be in accordance with the following special conditions, restrictions and regulations:

- 1. The maximum building coverage shall not exceed sixty-five (65%) of the lot.
- 2. The minimum side setback on internal lots or lots abutting an alley shall be five (5) feet with a minimum ten (10) feet of separation between structures.
- 3. The minimum rear setback shall be ten (10) feet.
- 4. The garage door shall be stained natural cedar or faux wood having the appearance of stained natural cedar when it is visible from a public street.

#### SECTION 3.

The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

#### SECTION 4.

Any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

#### SECTION 5.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

Ord No.	
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## SECTION 6.

This ordinance shall be cumulative of all provisions of ordinances of the City of Carrollton, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

## SECTION 7.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

## SECTION 8.

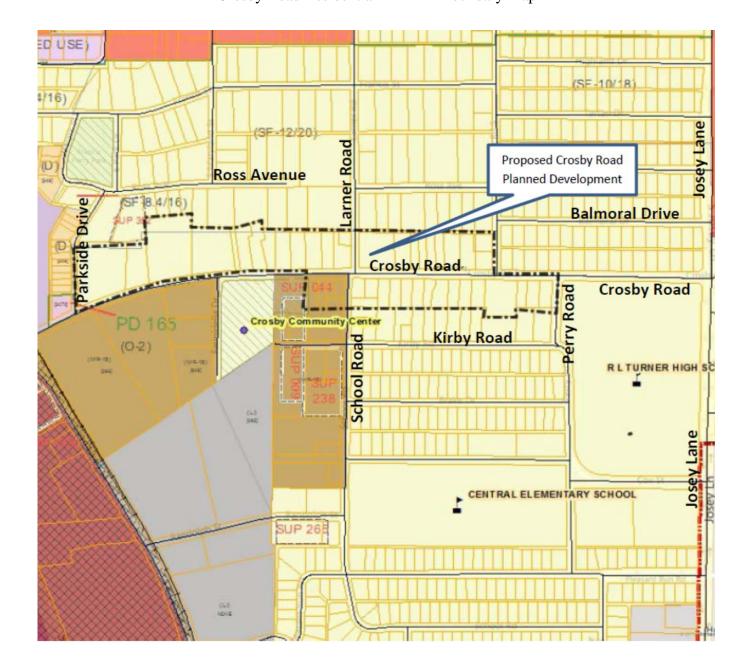
This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Seventh day of July, 2015

## CITY OF CARROLLTON

	By:	Matthew Marchant, Mayor
ATTEST:		
Krystle Nelinson City Secretary		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Susan Keller Assistant City Attorney		Michael McCauley Senior Planner

# **EXHIBIT A**Crosby Road Residential Infill PD Boundary Map





## **City of Carrollton**

## Agenda Memo

File Number: 2106

Agenda Date: 7/7/2015Version: 1Status: Public

Hearing/Individual Consideration

In Control: City Council File Type: Public Hearing

Agenda Number: 20.

CC MEETING: July 7, 2015

**DATE:** June 29, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Ordinance To Rezone To Establish A New Planned Development District For The (SF-7/14) Single-Family Residential District With Modified Development Standards Along The West Side Of A Section Of Denton Drive, Generally Between West Russell Avenue And Pear Street. Case No. 05-15Z2 Denton Drive Residential Infill PD/City Of Carrollton. Case Coordinator: Michael McCauley.

#### **BACKGROUND:**

This is a city-initiated request for approval to establish a new planned development district (PD) along the west side of a section of Denton Drive, generally between West Russell Avenue and Pear Street. The PD will encourage and support infill single-family residential development and redevelopment along this corridor by adjusting certain regulations and development standards.

Staff and the City Council Re-Development Sub-Committee have explored concepts for creating an incentive package for repair, rehabilitation and re-development in the city's older neighborhoods. This particular corridor is located in a Neighborhood Empowerment Zone. The Neighborhood Empowerment Zone allows all construction fees, including building permit fees, impact fees, platting fees, and project permit fees to be waived. This includes new development, renovation, rehabilitation and repair of existing properties.

#### STAFF RECOMMENDATION/ACTION DESIRED:

On June 4, 2015, the Planning & Zoning Commission recommended **APPROVAL**. The attached ordinance reflects the action of the Commission. Although the action of the Commission was unanimous, public opposition has been received. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

## **RESULT SHEET**

Date: 07/08/15

Case No./Name: 05-15Z2 Denton Drive Residential Infill PD

A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommends APPROVAL.

**B. P&Z RECOMMENDATION** from P&Z meeting: 05/07/15 Result: **CONTINUED** /Vote: 8-0 (Krauss absent)

**C. P&Z RECOMMENDATION** from P&Z meeting: 06/04/15 Result: **APPROVED** /Vote: 8-0 (Kiser absent)

**D. CC PUBLIC HEARING** from CC meeting: 07/07/15

Result: /Vote:

#### **ZONING**

Case Coordinator: Michael McCauley

#### GENERAL PROJECT INFORMATION

**SITE ZONING:** (SF-7/14) Single-Family Residential District

SURROUNDING ZONING

	SURROUNDING EDINING	SURROUNDING LAND USES
NORTH	(SF-8.4/16) Single-Family Residential District	Residential
SOUTH	PD-101 for the (HC) Heavy Commercial District	Heavy Commercial Use

EAST (SF-7/14) Single-Family Residential Residential and undeveloped (TC District and (TC) Transit Center district)

District with an Urban Fringe subdistrict

WEST (SF-8.4/16) Single-Family Residential Residential District

**REQUEST:** Approval to establish a new PD along the west side of a section of

Denton Drive. The PD will encourage and support infill single-family residential development and redevelopment along this corridor by

SURROUNDING LAND USES

adjusting certain regulations and development standards.

**PROPOSED USE:** Existing residential development

**ACRES/LOTS:** Approximately 9.2 acres/32 lots

**LOCATION:** Lots adjoining the west side of Denton Drive as shown on the attached

boundary map

**HISTORY:** About half of the lots in the described PD are platted.

**COMPREHENSIVE** Single-Family Detached uses

PLAN:

TRANSPORTATION Denton Drive is designated as a (C4U) Four-Lane Undivided

**PLAN:** Collector.

**OWNERS:** Multiple ownerships

**REPRESENTED BY:** Michael McCauley/City of Carrollton

## STAFF ANALYSIS

## **PURPOSE**

The new Planned Development district is established to provide an incentive for larger home redevelopment in this corridor while enhancing its aesthetics. Staff considered modified development standards on these lots, such as reduced setbacks, increased lot coverages, etc., to allow for the accommodation of larger, single-family homes. Because of the depth of these lots, staff considered side entry or wrap-around driveways and garages, or to allow garages to face the street if the front garage elevation is behind the main building.

## **INITIAL CONCERNS**

In 2012, the City Re-development Subcommittee expressed concerns for the re-development of residential lots in this area as development would require the homes to be limited to 45% lot coverage and be constructed with the current standards of brick or stone. They were also concerned if they should limit the size of homes in the infill sites to include extremely large homes, also referred to as McMansions.

## **CURRENT PROVISIONS**

Any use permitted in the (SF-7/14) Single-Family Residential District is permitted on this site. Any use permitted upon approval of a Special Use Permit (SUP) in the (SF-7/14) Single-Family Residential District is permitted on this site upon approval of a SUP.

Article XXXII of the Comprehensive Zoning Ordinance authorizes the Board of Adjustment to consider the construction of a single-family detached residential structure, and exempt such structure from the minimum required exterior brick or stone content, provided that 50% of the total existing single-family detached residential structures are located on both sides of the street upon which such structure is to be located, measured from the block's intersecting streets, are not in compliance with the exterior brick or stone requirements of the applicable district.

## **EMPOWERMENT ZONES**

This area is located in a Neighborhood Empowerment Zone. Construction fees, including building permit fees, impact fees, platting fees, and project permit fees (fences, electrical, plumbing, etc.,) would be waived for all projects, including new development, renovation, rehabilitation or repair.

## **CONCEPT AND GOALS**

This area allows for opportunities for larger home redevelopment in this corridor while enhancing its aesthetics. Staff considered modified development standards on these lots, such as reduced setbacks, increased lot coverages, etc., to allow for the accommodation of larger homes.

Because of the depth of these lots, staff considered side entry or wrap-around driveways and garages, or to allow garages to face the street if the front garage elevation is behind the main building.

The following modified standards are proposed:

## MAXIMUM BUILDING COVERAGE:

The maximum building coverage shall not exceed 65% of the lot. This is an increase from the current 45% allowable building coverage and allows for a larger house to be constructed.

## MINIMUM BRICK/STONE EXTERIOR CONTENT:

Cementitious fiberboard siding may be used and shall not be 4' x 8' panels. This is an additional material use from the current minimum 70% brick or stone exterior content. This addition will allow greater architectural design choices for the houses.

## **DRIVEWAYS**:

Driveways shall be concrete material. For portions of a driveway located beyond the rear of the main structure, an alternate material may be approved by staff. *This allows staff to work with the homeowner/developer to create variation in the design and material choices for the driveway.* 

## **SETBACKS**:

- The minimum side setback on internal lots or abutting an alley shall be 5 feet with a minimum 10 feet separation between structures. This is less than the minimum required 6 feet (for one story structure) and 8 feet (for a structure taller than one story). This allows for a larger house to be constructed.
- The minimum rear setback shall be 10 feet. This is a reduction from the current 20 feet and allows for a larger house to be constructed.

## GARAGE DOORS:

The garage door shall be stained natural cedar or faux wood having the appearance of stained natural cedar when it is visible from a public street. *This provides a more natural appearance and improves the visual appearance of the garage and residence.* 

## PLANNING COMMISSION MEETING

During the Planning Commission meeting, staff withdrew its initial recommendation to allow granny flats because of opposition from residents in the area and staff believing it was not an appropriate use of the property. Also, the Commission considered some architectural elements of craftsman design is applied to new houses when they are built. However, staff is asking whether

the recommended "guidelines" are preferred by Council, as described below, or need to be modified and become part of the proposed ordinance.

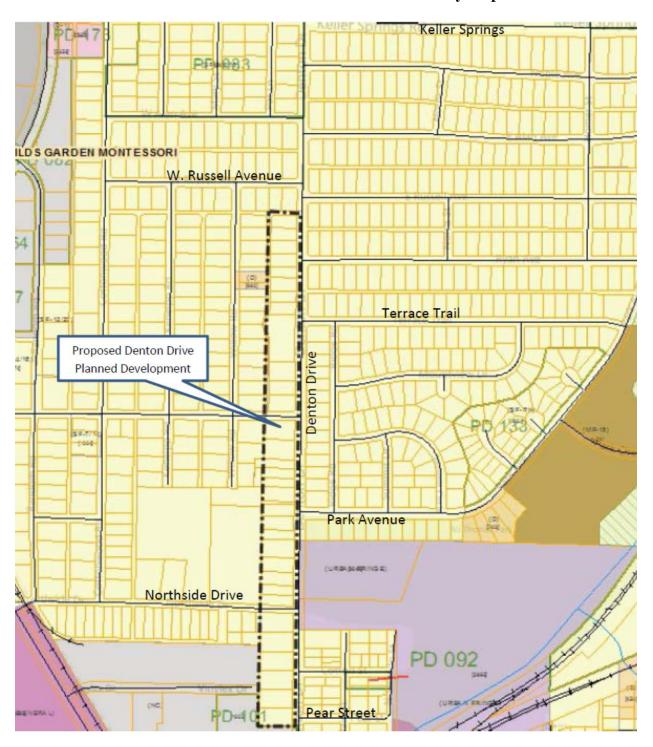
## ARCHITECTURAL DESIGN GUIDELINES:

- Front porch, either full or partial-width with roof supported by square columns.
- A pitched gabled or hipped roof, with no less than a 6 in 12 (6:12) slope.
- At least two materials should be used on the exterior, such as brick, stone or cement fiberboard siding. Exterior should be a natural earth tone color. The main body of the house is typically the darker tone, while a lighter trim color acts as an accent.

## **CONCLUSION**

In response to the direction from the Re-Development Sub-Committee, staff has proposed the creation of a new Planned Development zoning district for a section of Denton Drive. Staff believes the modified regulations and development standards address the Sub-Committee's concerns and will encourage and support infill residential development along this corridor.

## Denton Drive Residential Infill PD Boundary Map



## **PUBLIC COMMENTS**

Case No	/Name: <u>05-15ZZ</u> Date: <u>4/29/1</u>	5
Name:	Tital Range	
Addres	Case No/Name: Date:	_
	Name: Hector Mireles	5/
City, S	Address: 1819 Denton De	6
	City, ST, ZIP: CANOLITON +x 75006	
I hereb	I hereby register my: Support Opposition	
to the a	to the above referenced case.  Comments:	
Comme	MAY 1 8 2015	-
	Planning City of Carrollon	
	Signature: Fector Mustre	
-	Signature. The work of the same of the sam	
Signati	Case No/Name: 05 - 15 Z 2 Date: 04 - 27 - 2015	
)	Name: DANIEL B. HALL	
	Address: /401 N. MATN	
	City, ST, ZIP: CARROLLTON, TX 75006	
	I hereby register my: Support	مس
Case	to the above referenced case.	15
Nam	Comments:	
	Received	
Add	APR 3.0 2015	7
City	City of Carroliton	—.
	Signature:	
I her		
to th		
Com	Case No/Name: 05-1522 DENTON Date: 05/01/15	
-	Name: DICK & SANDY CALVEET	_
-	Address: 1707, 1709, 1711 DENTON DZ.	_
, k ===	City, ST, ZIP: CAEROLITON	
,	I hereby register my: Support Opposition	
037 Sigr	I hereby register my: Support Opposition to the above referenced case.	_
(6)	Comments:	
<u>SUPPORT</u>	Received	
	APR 7.8 2015	
	Planning City of Carrolton	
	any or Carroncon	

Please complete this card and submit it to a ci	ty staff member prior to the beginning of the meeting.
Name Richard Fleming	Phone 972-489-5617 Date 5-7-15
Address 1506 Ross Ave	City Carrol tan Zip 75006
	I wish to speak IN OPPOSITION to this item.

CARROLLTON PLANNING &	ZONING APPEARANCE CARD
Please complete this card and submit it to a city sta	off member prior to the beginning of the meeting.
Name Robert BROCKUS	Phone 972 242 0768 Date 5/7/15
Address 1606 Ross AVE	City LARROLLETON Zip 75006
Public Hearing Agenda Item # 7 1 I wish to speak IN FAVOR of this item.  I do not wish to speak; however, please record Please identify the group or organization you represe	

## **OPPOSITION**

	Case No/Name: 05 - 1522 - Dewlow Dilbate: 4-21-15
	Name: JESE ALAWREAND
	Address: 1814 Walow Rd.
	City, ST, ZIP: CALLOWOU TX 7500 Received
	MAY 0 4 2015
	I hereby register my: Support Opposition Planning to the above referenced case.
	Comments: Norgadals Pleased, NEW SINDSON ALLOS ALVERTOS MULTIFARILS ISSUES ALVERTOS.
	Signature: Jose & Sameon
	06 16 19
	Case No/Name: 05-1522 Date: MAY 4 2015
C	Name Paul Spradlin
20	Address: 8 1816 Willow Rd.
Pare LA	hity, st, 7006
3	<del></del>
	I hereby register my: Support Opposition to the above referenced case.
	Comments: The Term Granny Flot is
	a cover up for Multi Family
	this area that causes massive amount of
	Lehicks, Benerits 1 prin slum lords.
	Signature:
	you can afford Bigger Houses you don't weed Rental
	Case No/Name: 05 - 15 2 2 Date:
	Name: David PROCTOR SR
	Address: 18 18 Willow Rd
	City, ST, ZIP: Carrollton, Tx 75006
	I hereby register my: Support Opposition to the above referenced case.
	Comments:
	Signature: A That sh
	orginature.

 From:
 paul spradlin

 To:
 Christopher Barton

 Cc:
 Planning

Subject: denton drive change in zoning
Date: Tuesday, April 28, 2015 11:24:42 PM

Strongly oppose any form of "granny flat rentals", that is mutli family any way you word it ......

I would like to see all the stipulations of what the term "infill development" is and what exactly what regulations and development standards will be adjusted? is this public record?

I think all tax payers have the right to review these actions before it goes to a commission and or council for vote ... it should be included in the letter how to obtain what is being ask by the applicant which is the city of Carrollton which is owned by tax payers like me .....

Thanks for your time and I hope reply ....

Paul Spradlin 1816 willow road

Ps: Why not visit our neighbor Farmers Branch and see what they offered to get bigger homes,, it worked for them ... people who can afford those types of homes don't need or want rentals on their property ... we have enough run down mufti family rentals in this area that need attention ...... I live across from one that has 14 adults that all drive separate cars with close to 18 people in the house it self .... And right by them another rent property with 8 cars daily ... so we do not need any more rentals ......

## SPEAKER CARDS FROM MAY 7, 2015 PZ MEETING

CARROLLTON PLANNING & ZONING APPEARANCE CARD		
Please complete this card and submit it to a city staff member prior to the beginning of the meeting.		
Name NOV Ma J. Brockys Phone 972-242-0 Date 5-7-15		
Address 1606 Ross Ave City Carroll Tod Zip 75006		
Public Hearing Agenda Item #		
I wish to speak IN FAVOR of this item I wish to speak IN OPPOSITION to this item.		
I do not wish to speak; however, please record my SUPPORT OPPOSITION.		
Please identify the group or organization you represent, if any:		
Please read and comply with the "Guidelines for Speaking at City Government Public Meetings."		

Please complete this card and submit it to a city	y staff member prior to the beginning of the meeting.
Name Sandra Lewis	Phone 214-649-0284 Date 05/07/2015
Address 1067 W. Russell Ave	City Carrollton Zip 75006
I wish to speak IN FAVOR of this item.	I wish to speak IN OPPOSITION to this item.
I do not wish to speak; however, please re	cord my SUPPORT OPPOSITION.
Please identify the group or organization you rep	

	ZONING APPEARANCE CARD
iame Mechey Brooks	Phone 2,4-693-76% Date 3/19/3  City Cash Zip 73446
Public Hearing Agenda Item #	
I wish to speak IN FAVOR of this item.	I wish to speak IN OPPOSITION to this item.
I do not wish to speak; however, please recor	d my SUPPORT OPPOSITION.
Mease identify the group or organization you repre	sent, if any:

Excerpt from Minutes Planning & Zoning Commission Meeting of May 7, 2015

11. Hold A Public Hearing And Consider An Ordinance To Rezone To Establish A New Planned Development District For The (SF-7/14) Single-Family Residential District With Modified Development Standards Along The West Side Of A Section Of Denton Drive. Case No. 05-15Z2 Denton Drive Residential Infill PD/City Of Carrollton. Case Coordinator: Michael McCauley.

Barton advised that the case was a City initiated request to essentially create a new PD with the intent to encourage and incentivize redevelopment of the existing single family homes with new and larger homes. He noted the next case was basically the same but with regard to Crosby Road. He stated that existing homes would not be affected.

Ravi Shah, Director of Development Services, stated the intent of the PD was to encourage and support infill family residential development by adjusting certain regulations and development standards. He reviewed and referred to Neighborhood Empowerment Zones (NEZ). The general objectives of the NEZ were to target neighborhoods at the greatest risk of distress due to things such as physical conditions; value added affect on the surrounding neighborhoods; and sustaining property values in older neighborhoods. He also advised that the objective of the SF in-fill overlay was to create zoning standards to better accommodate in-fill development on vacant single family lots. He reviewed the adjusted development standards and reviewed the SF Rehabilitation Assistance Incentive program. He further reviewed specific standards that would be applied such as setbacks to allow for maximum building coverage.

With regard to granny flats, Nesbit asked about enforcement to ensure use only by primary residents. Shah stated that enforcement would be on a complaint basis noting that the City has no authority to knock on the door to ask if everyone was a blood relative. In response to Kiser, Shah explained that the cementious fiber board which was likened to wood siding in appearance would be horizontal and was proposed for sustainability reasons. He stressed that the 4x8 panels would be prohibited.

Chair McAninch opened the public hearing for Item 11 and invited speakers to address the Commission.

The following individuals did not wish to speak but recorded support: Richard Fleming, 1506 Ross Avenue;

The following individuals did not wish to speak but recorded opposition: Robert Brockus, 1606 Ross Avenue;

The following individuals did not wish to speak and did not state a position:

Norma Brockus, 1606 Ross Avenue; Mickey Lewis, 1007 W Russell Avenue;

<u>Sandra Lewis</u>, 1007 W Russell Avenue, stated she like the idea of new homes being built in the area of Denton Drive but was opposed to granny flats because of the possibility increase in vehicles.

Chair McAninch noted cards submitted by Rita Hamilton and Paul Mouer with no position registered but neither were in attendance.

<u>Dick Calvert</u>, 2228 Highpoint Drive, stated he fully supports the proposal and talked about the houses and lots he owns in the Denton Drive area. He felt it would help the neighborhood.

<u>Jamie Smith-Bull</u>, 1801 Denton Drive, didn't state a position but had questions with regard to property values and increased appraised values.

Shah stated he couldn't address property values and explained that the City was interested in providing a soft incentive to the homeowners to help rehabilitate aging homes and to help interested homeowners in rebuilding to a standard that provides for a larger home. He stressed that homeowners would not be required to build a larger home; only that it would be allowed.

<u>Robin Smith-Bull</u>, 1801 Denton Drive, stated it was a double edged sword because of the property value increase which leads to a larger tax bill. She questioned the continuity and character with bigger, newer modern homes together with older, smaller homes.

Nesbit asked if there was any thought given to more of an overlay standard for the two areas such as the Historic overlay that included specific design criteria to provide for continuity to the neighborhoods. Shah agreed and responded that the continuity of the neighborhood was the reason the brick and stone requirement was removed for the homes in the Denton Drive area but not in the Crosby Road area. He further noted that staff could further review other characteristics of the Craftsman style homes such as porches and roof pitches.

\* Chadwick moved to continue the public hearing on an Ordinance To Rezone To Establish A New Planned Development District For The (SF-7/14) Single-Family Residential District With Modified Development Standards, Case No. 05-15Z2 Denton Drive Residential Infill PD to the June 4<sup>th</sup> meeting; second by Daniel-Nix and the motion was approved with a unanimous 8-0 vote.

Excerpt from Draft Minutes Planning & Zoning Commission Meeting of June 4, 2015

Hold A Public Hearing And Consider An **Ordinance To Rezone To Establish A New Planned Development District For The (SF-7/14) Single-Family Residential District With Modified Development Standards** Along The West Side Of A Section Of Denton Drive. **Case No. 05-15Z2 Denton Drive Residential Infill PD**/City Of Carrollton. Case Coordinator: Michael McCauley.

McCauley presented the case stating this was a City initiated request that would encourage and support in-fill single family development and redevelopment along the corridor on the west side of Denton Drive by adjusting certain regulations and development standards. He noted the case was continued from the April meeting to June's meeting. He said that the corridor was also located in a Neighborhood Empowerment Zone which waives the fees for platting and building permit fees. He stressed this would not affect the base zoning with respect to its allowable uses. After listening to homeowners questions and concerns from last month's meeting, staff was making the following changes to the previously proposed plan. Lot coverage will be 65% as currently required, removing the proposed 75%. Staff recommends requiring a 70% brick or stone to the exterior, consisting of at least two materials, and allowing Cementitious fiber lap board siding as part of the 70%. The building height would remain at 36 feet and proposes a five foot side setback and a 10 foot rear setback. Staff also recommended a front porch with a pitched or gabled roof. The previously proposed granny flats have now been removed from the Ordinance Language and will continue to not be allowed. In addition, staff recommends new garages would require that the doors be a stained natural cedar or faux wood when visible from the street. He underscored that the proposal would not require current homeowners to make changes to their home, but if they chose to redevelop their home, the new development standards would allow for a larger home.

Chair McAninch opened the public hearing and invited speakers to address the commission. She advised that she received a card in favor of the request from Norma and Joyce Mitchell, 2012 Milam Circle for Items 7 and 8. There being no speakers, she closed the public hearing noting the Commission had heard from speakers during the previous month's meeting.

Nesbit expressed his appreciation to staff for listening to the comments made at the last meeting by citizens as well as the members of the Commission.

\* Daniel-Nix moved approval of Case No. 05-15Z2 Denton Drive Residential Infill PD with changing the maximum lot coverage from 75% to 65% as well as the other changes made in the staff report noted by McCauley; second by Kraus and the motion was approved with a unanimous 8-0 vote (Kiser absent).

Ord No.	
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## PLANNING DEPARTMENT City of Carrollton

PLANNED DEVELOPMENT NO. 199 DEVELOPMENT NAME: Denton Dr. Residential Infill

Date: 07/07/15

ORDINANCE NUMBER	
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ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING PLANNED DEVELOPMENT NO. 199 TO CHANGE THE ZONING OF PROPERTIES TOTALING APPROXIMATELY 9.2 ACRES LOCATED ALONG THE WEST SIDE OF A SECTION OF DENTON DRIVE, PROVIDING FOR THE (SF-7/14) SINGLE-FAMILY RESIDENTIAL DISTRICT WITH MODIFIED DEVELOPMENT STANDARDS; AMENDING ACCORDINGLY THE OFFICIAL ZONING MAP; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

**WHEREAS**, at its regular meeting held on the Fourth day of June, 2015, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 05-15Z2);

**WHEREAS**, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Carrollton, as amended;

**WHEREAS**, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as if copied in their entirety.

## SECTION 2.

## I. Permitted Uses

Planned Development Number 199 is hereby established for certain properties totaling approximately 9.2 acres located on the west side of a section of Denton Drive, and more specifically illustrated on the attached Exhibit A, providing for the following uses:

Ord No.	
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Permitted uses shall be all principal and accessory uses which are allowed by right in the (SF-7/14) Single-Family Residential District, in accordance with Article VII of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations of the (SF-7/14) Single-Family Residential District and the Comprehensive Zoning Ordinance, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (SF-7/14) Single-Family Residential District, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended. Such Special Use Permit shall be subject to the conditions established in Articles XXI and XXXI of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations.

## II. Special Development Standards

Development shall be in accordance with the following special conditions, restrictions, and regulations:

- 1. The maximum building coverage shall not exceed sixty-five percent (65%) of the lot.
- 2. Cementitious lapboard siding is an allowed exterior material. The siding shall not be 4' x 8' panels.
- 3. Driveways shall be concrete material. For portions of a driveway located beyond the rear of the main structure, an alternate material may be approved by staff.
- 4. The minimum side setback on internal lots or on lots abutting an alley shall be five (5) feet with a minimum of ten (10) feet of separation between structures.
- 5. The minimum rear setback shall be ten (10) feet.
- 6. The garage door shall be stained natural cedar or faux wood having the appearance of stained natural cedar when it is visible from a public street.

#### SECTION 3.

The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

## SECTION 4.

Any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

Ord No.	
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## SECTION 5.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

## SECTION 6.

This ordinance shall be cumulative of all provisions of ordinances of the City of Carrollton, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

## SECTION 7.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

## SECTION 8.

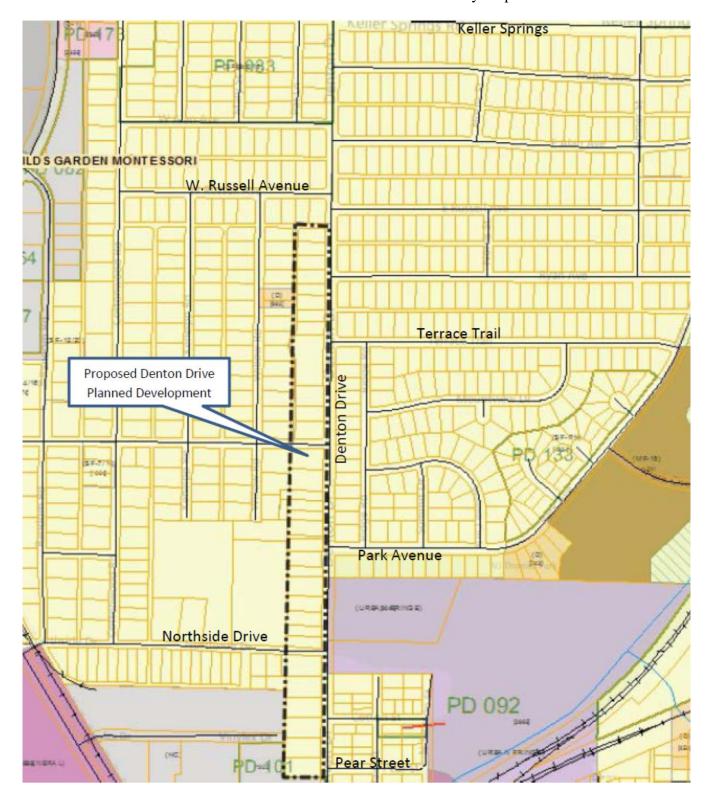
This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Seventh day of July, 2015

## CITY OF CARROLLTON

	By:	Matthew Marchant, Mayor
ATTEST:		
Krystle Nelinson City Secretary		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Susan Keller Assistant City Attorney		Michael McCauley Senior Planner

**EXHIBIT A**Denton Drive Residential Infill PD Boundary Map





## **City of Carrollton**

#### Agenda Memo

File Number: 2098

Agenda Date: 7/7/2015 Version: 1 Status: Other Business

In Control: City Council File Type: Public Hearing

Agenda Number: 21.

CC MEETING: July 7, 2015

**DATE:** June 29, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Christopher Barton, Chief Planner

Consider An Appeal Of The Denial Of A <u>Major Alternate Standard Plan For Development Standards Different From Those Of Article XX (TC) Transit Center District Of The Comprehensive Zoning Ordinance For An Approximately 4-Acre Tract Located At The Northwest Corner Of Broadway And College Avenue And Currently Zoned For The (TC) Transit Center District, Urban Core Sub-District. Case No. 05-15MD1 Carrollton Crossing (Maj. Alt. Standard)/Realty Capital Management, LLC. Case Coordinator: Christopher Barton.</u>

#### **BACKGROUND:**

This is a required action related to a request for a major alternate standard to the development standards of the (TC) Transit Center District, in accordance with the provisions of Article XX, Section H(2) of the Comprehensive Zoning Ordinance. The subject tract is Lot 1, Carrollton Crossing Addition, being 1199 North Broadway and located at the northwest corner of Broadway and College Avenue.

On June 6, 2015 the Planning & Zoning Commission made a motion to approve the request. Because the vote failed (4 - 4), the result was to DENY the request.

Article XX (TC) Transit Center District Regulations, Section H, Subsection 2 of the Comprehensive Zoning Ordinance (emphasis added) provides the following:

#### Alternate Standards

- a. For the purposes of this Code, there shall be two types of Alternate Standards Minor and Major.
- b. Minor Alternate Standards are considered relatively minor changes to the strict adherence to the standards in this Code, and may be approved administratively by the City Manager or his designee as part of a Development Plan. However, all Minor Alternate Standards

File Number: 2098

must meet the full intent of this Code as stated herein.

- c. Major Alternate Standards are considered relatively major changes to both the standards and stated intent of this Code. Major Alternate Standards may only be approved by the Planning and Zoning Commission and City Council.
- d. The ability to approve Alternative Standards shall also apply Section 151.93 of the Carrollton Code of Ordinances (Sign code) regarding sign regulations.
- e. The City may impose conditions on granting any Alternate Standards in order to minimize any potential negative impact on the district, neighboring properties or public streets or open space. This may include screening, a time limit or other requirement.

Because the ordinance states that a major alternate standard may only be approved by the Planning and Zoning Commission <u>and</u> City Council, the denial by the Planning and Zoning Commission results in a denial of the issue, without Council action.

An applicant may appeal a denial of a request for alternatives to the minimum zoning standards by the Planning and Zoning Commission to City Council, pursuant to Article XXI (Changes and Amendments), Section B, Subsection 6(c) of the Comprehensive Zoning Ordinance. The applicant appealed the denial within ten days of the date of the Planning and Zoning Commission action. Prior to consideration of the approval of this request for major alternate standards, Council must consider the appeal of the denial of the action.

If Council overturns the Planning and Zoning Commission's denial, Council will consider action on the major alternate standard case.

#### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council consideration on whether to consider Case No. 05-15MD1 Carrollton Crossing (major alternate standard).

## **RESULT SHEET**

Date: 07/07/15

Case No./Name: 05-15MD1 Carrollton Crossing (Maj. Alt. Standard)

**A. CC ACTION** from CC meeting: 07/07/15

Result: /Vote:



## **City of Carrollton**

#### **Agenda Memo**

File Number: 2094

Agenda Date: 7/7/2015 Version: 1 Status: Other Business

In Control: City Council File Type: Public Hearing

Agenda Number: 22.

CC MEETING: July 7, 2015

**DATE:** June 22, 2015

**TO:** Leonard Martin, City Manager

**FROM:** Christopher Barton, Chief Planner

Consider A Major Alternate Standard Plan For Development Standards Different From Those Of Article XX (TC) Transit Center District Of The Comprehensive Zoning Ordinance For An Approximately 4-Acre Tract Located At The Northwest Corner Of Broadway And College Avenue And Currently Zoned For The (TC) Transit Center District, Urban Core Sub-District. Case No. 05-15MD1 Carrollton Crossing (Maj. Alt. Standard)/Realty Capital Management, LLC. Case Coordinator: Christopher Barton.

#### **BACKGROUND:**

This is a request for a major alternate standard to the development standards of the (TC) Transit Center District in accordance with the provisions of Article XX, Section H (2) of the Comprehensive Zoning Ordinance. The subject tract is Lot 1, Carrollton Crossing Addition, being 1199 North Broadway and located at the northwest corner of Broadway and College Avenue.

The tract would be developed with approximately 172 apartment units. Approximately 122 surface parking spaces and 44 "tuck under" garage spaces would be provided on-site, for a total of 166 parking spaces. Additionally, the development would take advantage of approximately 108 "on-street" spaces. This is similar to the on-street spaces used by the Union at Carrollton Square project. In order to maintain the minimum required traffic lane width along Broadway, the angled spaces along southbound Broadway would be placed at least partly in an easement along the front portion of the subject property.

On May 7, 2015 the Planning & Zoning Commission continued this case to the June 4, 2015 meeting to allow the applicant time to revise the plans to address concerns and questions.

#### STAFF RECOMMENDATION/ACTION DESIRED:

On June 4, 2015 the Planning & Zoning Commission recommended **DENIAL** of the request by a vote of 4 to 4 (Commissioner Kiser absent). A tie vote is a failure to approve, and a failure to

File Number: 2094

approve is considered a denial. On June 12, 2015 the applicant appealed this decision to the City Council. Because this case seeks approval of an alternate design standard (allowed only in the (TC) District) and is not considered a change of zoning, City Council can approve the request by a simple majority vote.

#### **RESULT SHEET**

Date: 07/08/15

Case No./Name: 05-15MD1 Carrollton Crossing (Maj. Alt. Standard)

#### A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommends **DENIAL.** However, if the Commission feels the request is appropriate, staff recommends the following stipulations:

- 1. Parking shall be in accordance with Article XX Transit Center District. Surplus spaces, as shown in the conceptual site plan, shall be removed and the area converted to amenity space for the development.
- 1. Development shall be in accordance with the Conceptual Site Plan and Conceptual Elevation Drawings.
- 2. Minimum number of dwellings shall be 200 units.
- **B. P&Z RECOMMENDATION** from P&Z meeting: 05/07/15 Result: **CONTINUED** to the June 4, 2015 meeting/Vote: 8 0 (Kraus absent)
- **C. P&Z RECOMMENDATION** from P&Z meeting: 06/04/15 Result: **DENIED**/Vote: 4 4 (Kiser absent)
- **D. CC PUBLIC HEARING & ORDINANCE ACTION** from CC meeting: 07/07/15 Result: /Vote:

#### **STAFF ANALYSIS**

#### PROPOSAL

A Major Alternate Standard, for development standards different from those of Article XX Transit Center of the Comprehensive Zoning Ordinance.

The subject property is located in the (TC) Transit Center District, Urban Core Sub-District. Article XX <u>Transit Center District</u>, Section H <u>Administration</u>, Item 2 <u>Alternate Standards</u> contains the following provisions:

- For the purposes of this Code, there shall be two types of Alternate Standards Minor and Major.
- ii. Minor Alternate Standards are considered relatively minor changes to the strict adherence to the standards in this Code, and may be approved administratively by the City Manager or his designee as part of a Development Plan. However, all Minor Alternate Standards must meet the full intent of this Code as stated herein.
- iii. Major Alternate Standards are considered relatively major changes to both the standards and stated intent of this Code. Major Alternate Standards may only be approved by the Planning and Zoning Commission and City Council.
- iv. The ability to approve Alternative Standards shall also apply Section 151.93 of the Carrollton Code of Ordinances (Sign code) regarding sign regulations.
- v. The City may impose conditions on granting any Alternate Standards in order to minimize any potential negative impact on the district, neighboring properties or public streets or open space. This may include screening, a time limit or other requirement.

The applicant is requesting the following alternate standards to the development regulations, which staff interprets as rising to the level of "Major Alternate Standards," thus requiring consideration & recommendation by the Planning & Zoning Commission and approval by City Council:

- 1. <u>Four-story minimum height requirement</u>: Although part of the project will be four stories, part will only be three stories. This is due to the inability to provide parking for more units.
- 2. <u>Build-to line of three feet from Broadway and College, and six feet from IH-35E frontage road</u>: Although the buildings will be placed relatively close to Broadway and College, they will not meet this standard. Additionally, they will be in excess of 60 feet from IH-35E.
- 3. <u>Buildings designed to accommodate retail uses along Broadway; specifically with the ground floor having a minimum 14-foot interior ceiling height and no less than 60% of</u>

the façade being windows: The applicant is requesting 12-foot minimum interior ceiling height.

- 4. <u>Continuous block face along street frontages, with maximum 24-foot wide "openings" for auto access and additional width for pedestrian access</u>: The proposal will not meet this along IH-35E, and the northeast corner along Broadway.
- 5. <u>All off-street parking being behind the building</u>: Some parking (northeast corner of the project, along Broadway) will not meet this requirement.
- 6. On-site surface parking only allowed as a temporary use (intent is to require parking garages): Applicant intends permanent surface parking.

Justification for these requests is that the current market cannot support rents high enough to pay for a parking garage. The western half of the relatively large site faces IH-35E, which is not a suitable environment for truly pedestrian-oriented development. Additionally the intersection of IH-35E and Belt Line Road is being redesigned to increase the height of IH-35E so that Belt Line Road can be elevated over - rather than lowered below – the "Cotton Belt" Railroad as was the original plan. Thus, IH-35E will be even higher over the property than now, and even the frontage road will be elevated slightly (approximately 25 feet high at the southerly property line of the subject tract, dropping to about five feet high at the northern property line).

#### GENERAL ELEMENTS TO CONSIDER

- The west side of the site abuts the northbound IH-35E frontage road, which will be elevated above the subject tract as part of the improvement project currently under way.
- The use of on-street spaces as part of the required parking calculation is allowed by provisions in Article XX Transit Center District. It is important to note that, based on the number of dwelling units proposed; zoning requires only 215 parking spaces. The developer's provision for 274 parking spaces represents a 27% increase over the required parking. This excess parking reduces the amount of amenity space provided to future residents. It is also important to note that developers and lenders banks frequently require parking in excess of what is actually necessary in a TOD environment. Nearby, The Union at Carrollton Square is an example of a residential complex with significantly underutilized parking spaces.
- The request to eliminate garage parking is in contrast to a project which the Commission recently considered (RP on Park, Midway Road at Hebron Parkway), currently in the planning stages. This project will have a variety of buildings, with one up to five stories tall, and includes a parking garage in order to serve the number of dwellings.
- The City of Carrollton is currently spending several million dollars to improve the immediate market, in an attempt to realize the city's vision of a walkable, high-density,

high-quality urban form area. The proposed project may be better suited elsewhere along the IH-35E corridor.

• Careful consideration should be given as to whether the proposed layout will be the best and allow for the maximization of development on this site. It may be better to redesign to have a single, taller building (perhaps "L-shaped") with surface parking which allows for a future parking garage and additional buildings.

#### SITE PLAN ELEMENTS TO CONSIDER

• At a little over three acres, the site is much larger than the average lot contemplated for "urban" development. It would actually be more like an entire block elsewhere in the Downtown Carrollton area.

The standard "urban" streetscape elements (street trees, formal sidewalk paving, on-street parking, and streetlights) would be installed along Broadway Street and College Avenue.

These design elements conform to the current requirements of Article XX Transit Center District from the Comprehensive Zoning Ordinance. The intent is to create an attractive, pedestrian-oriented environment along Broadway and College, since those streets are used by relatively low-speed and low volume traffic.

# REVISIONS TO THE EXHIBITS AND NEW INFORMATION SINCE 05/07/15

The following changes have been made to the plans and exhibits in response to discussion at the May 7, 2015 meeting of the Planning & Zoning Commission:

1. The arrangement of buildings has been changed such that the entire Broadway Street frontage is lined with a four-story building. The other building, closer to IH-35E, is now entirely a three-story building.

The arrangement of buildings is now similar to that previously approved in 2013 (Case No. 09-13MD1). In both cases, the building along Broadway Street is tall and close to the street, forming a strong "street presence," while the building closer to IH-35E is set back further, creating a more "suburban" buffer. The approved conceptual site plan for that case is included in this report as "supplementary information."

Note also that the approved site plan from 2013 also showed angled head-in parking along Broadway Street and 90-degree head-in parking along College Avenue.

- 2. The number of dwellings has been increased from approximately 172 to approximately 208 (about a 21% increase).
- 3. The number of on-site parking spaces is roughly the same, at about 200 on-site (including 44 individual garages). Because of the increase in dwellings, the parking ratio has been reduced from about 1.17 spaces per dwelling to about 0.96 per dwelling (roughly a 20%).

decrease).

4. The Union at Carrollton Square presently has 311 dwellings and 592 parking spaces, resulting in a ratio of 1.9 spaces per dwelling. This reflects the predicted parking need as required by the developer and financing entities at the time of development. Staff estimates that The Union is 'over-parked' by about 20%. Staff will be asking the apartment management to make the unused/unneeded spaces available to the public in the near future.

Previously the applicants included approximately 110 on-street parking spaces in their parking calculations. Because these parking spaces would not be reserved for the development however (e.g., would be available to the public), they should not have been included. The revised exhibit corrects this in its parking calculation table. The number of parking spaces shown on the street is the same as previously.

5. The proposed design of "head-in" on-street parking as shown in the Conceptual Site Plan is not included in the General Design Standards of the City of Carrollton. They have been used adjacent to The Union at Carrollton Square. As always, the design and construction of any improvements in the public right-of-way will be reviewed, inspected, approved and ultimately accepted by the City of Carrollton in accordance with good engineering practice.

Note that head-in parking (as opposed to parallel parking) does have a more restrictive effect on through traffic, as cars leaving the parking spaces have a tendency to back into two lanes of a four-lane road blocking them both, whereas parallel parked cars only block one lane. Since the head-in on-street parking spaces will be in the public right-of-way and controlled by the City, they could be converted to parallel in the future if congestion warrants. Per an e-mail from Tom Hammons, City Transportation Engineering Manager:

The issue is that head-in parking will block both lanes of Broadway during ingress and egress, while parallel parking will only block one lane. We might be willing to live with the additional congestion associated with head-in parking based on the expected benefits of the proposed development. But we need to be aware of what we are granting the developer, as congestion in one area may make development less desirable in another area, and weigh that against the improvements we are getting with this particular development.

- 6. The proposed colors of the brick on the façade have been reversed, with a greater proportion of the building being a darker, more traditional "brick red" (although the image prints as a brown color). This makes the corners of the building better "frame" the length of the façade. Additionally, the light cast stone lintels over the windows and other detailing and trim work "pop out" better.
- 7. The applicant is investigating the possibility of participating with the City in the improvement of Broadway Street and College Avenue abutting the subject property. However, that is a separate issue that will be discussed between the applicant and City Council.

#### ADDITIONAL INFORMATION PROVIDED By The Applicant on 06/29/15

On June 29, 2015 the applicant provided an additional image showing a possible design with a parking deck/garage, along with the following narrative:

We had our architect create an alternate site plan with a 4-story parking deck. We wanted to see how much of a difference the parking structure really made, and as you can see, the difference is minimal.

The parking deck allowed us to have only 26 additional units than what we have currently (234 to 208). Essentially, the parking deck removes all of our surface parking and pushes our buildings closer to IH-35, which makes that side of the building less attractive to a renter (noise). It is important to note that our rendering looks exactly the same at the College/Broadway corner with or without the garage. We feel like these are key components to our argument and confirms that a parking garage in place of surface parking is really not a big difference.

We feel confident that the cost of a parking garage could not be justified until rents come up, which would likely be at least 5 years away. Until then, the site would likely sit vacant until the market could justify the construction of a garage that ultimately increases the unit count by about 26 units.

Alex and I have spent a fair amount of time in the business community. The response from business owners has been extremely positive across the board. We have met with countless business owners, citizens and even gave a presentation at the Old Downtown Carrollton Association Board Meeting about our project. I have attached letters of support that we have collected so far. We will have more as we continue to meet with business owners. Also attached a picture of the type of support this project has generated.

#### **Support Letter Stats:**

- 32 petition signatures from customers of downtown businesses. These represent a healthy cross-section of customers, mostly from Carrollton, who have reviewed our project, read the attached letter, and signed their support. Please note these signatures were obtained from customers who shopped at these respective businesses, and the business owners agreed to set up our exhibits at their check-out lines.
- 10 letters signed directly from business owners in downtown Carrollton. We project to have many more in the coming week.

As you can see, our efforts to get our plan out into the community have been met with great support. Business owners want this project and would hate to miss an opportunity to bring a more people to their businesses.

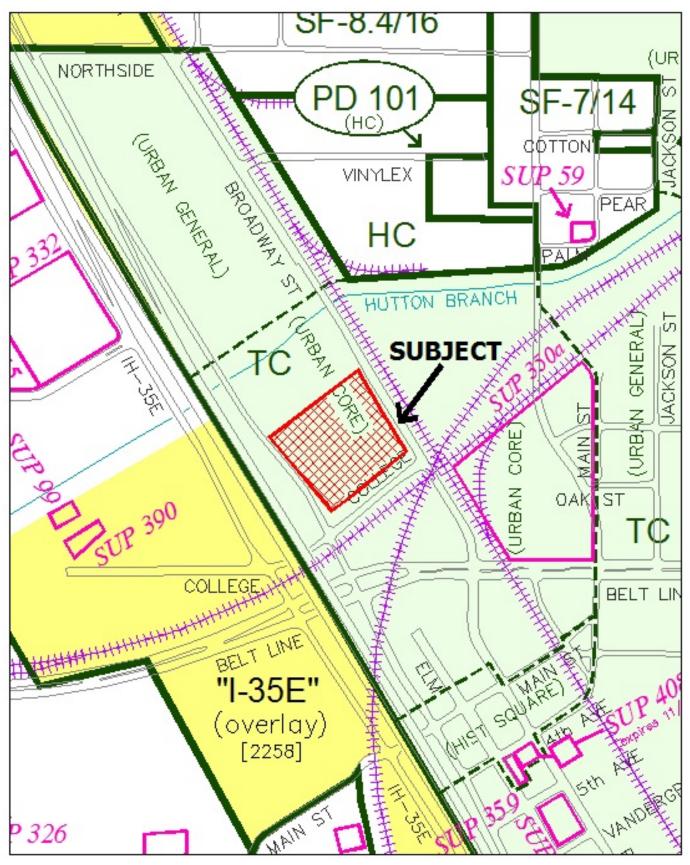
The new image is at the end of the previous images, immediately before the minutes from the Planning & Zoning Commission.

#### **CONCLUSION**

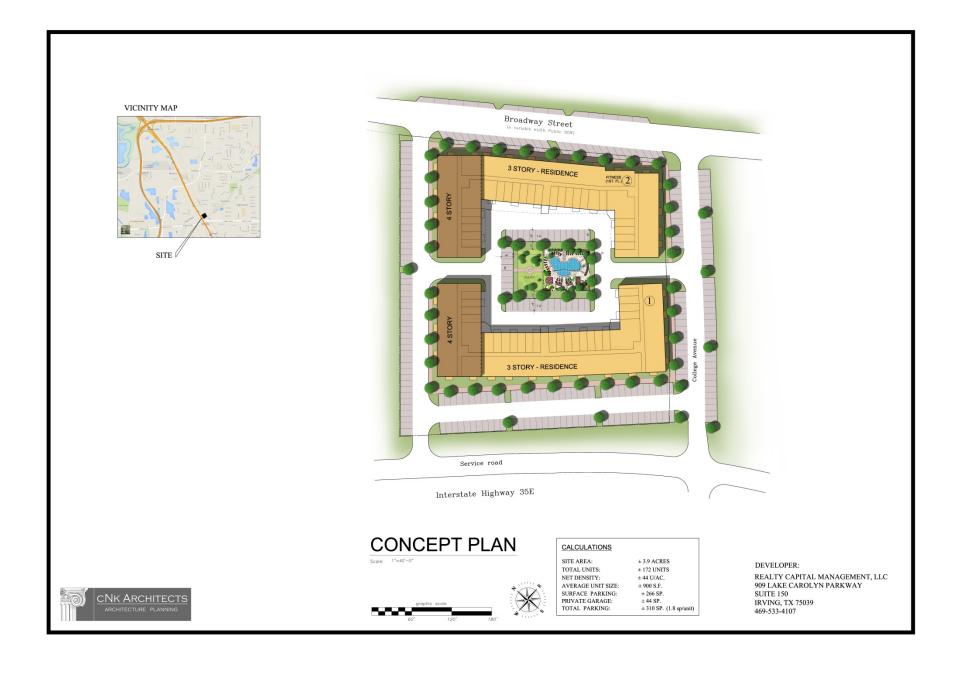
While the project as presented would likely be a good addition elsewhere in the IH-35E corridor, it may not be the highest and best use of this site.

The revised plan much better meets the vision of the (TC) Transit Center District.

## **Location & Current Zoning**



## **ORIGINAL** Conceptual Site Plan



## **ORIGINAL** Conceptual Elevation

Broadway Street (east)



PROPOSED BROADWAY STREET ELEVATION



## **ORIGNAL** Conceptual Elevation

College Avenue (south)



PROPOSED COLLEGE AVE ELEVATION



## **ORIGINAL** Conceptual Elevation

IH-35E (west)



## **ORIGINAL** Conceptual Elevation

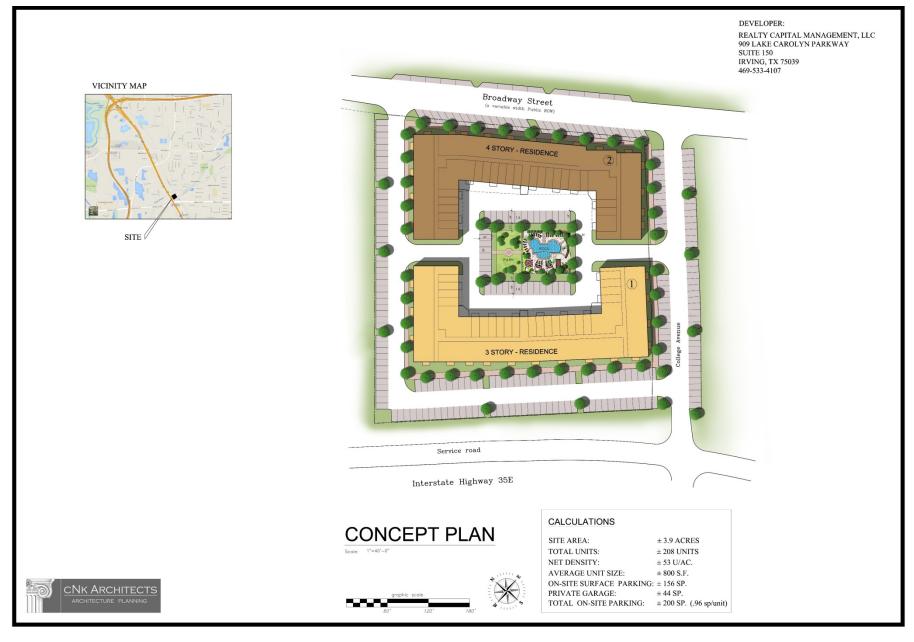
Abutting old "NTB" site Street (north)



PROPOSED NORTHWEST ELEVATION



## **NEW Conceptual Site Plan**



Broadway Street (east)



College Avenue (south)



IH-35E (west)



PROPOSED SERVICE ROAD ELEVATION



Abutting old "NTB" site Street (north)

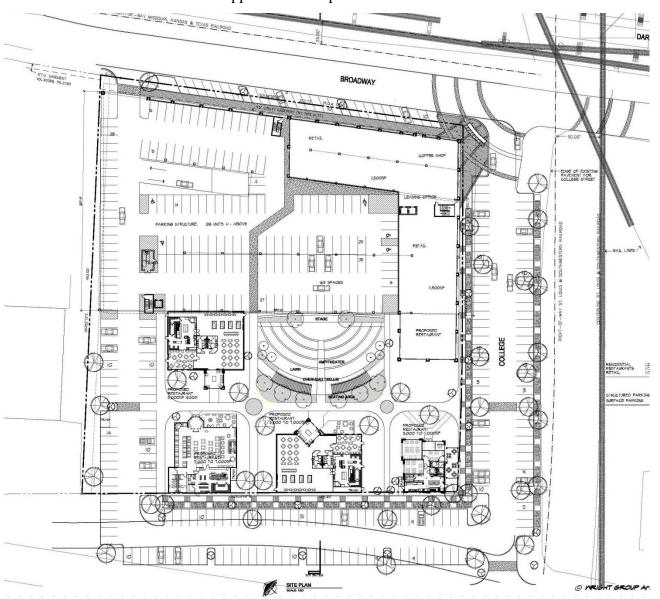


**NEW Artists Concept** Seen from southeast corner (College at Broadway)



## **Supplementary Information**

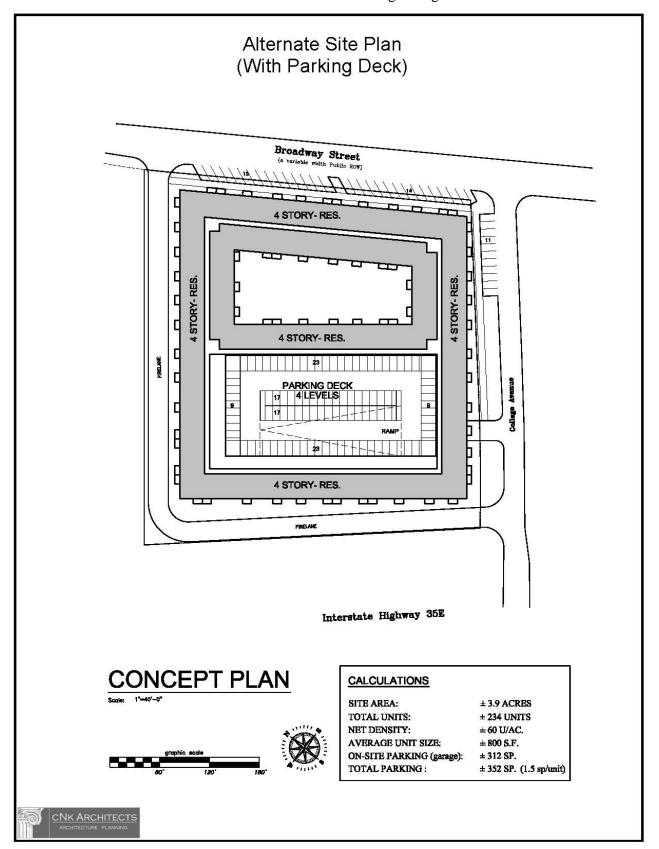
From Case No. 09-13MD1 Approved Conceptual Site Plan



**Supplementary Information** From Case No. 09-13MD1 Approved Conceptual Elevations (Along Broadway St.)



**New Information**Alternative Plan with Parking Garage



#### Excerpt from Approved Minutes Planning & Zoning Commission Meeting of May 7, 2015

Consider A **Major Alternate Standard Plan** For Development Standards Different From Those Of Article 20 Transit Center For An Approximately 4-Acre Tract Located At The Northwest Corner Of Broadway Street And College Avenue And Currently Zoned For The (TC) Transit Center District, Urban Core Sub-District. **Case No. 05-15MD1 Carrollton Crossing (Maj. Alt. Standard)**/Realty Capital Management, LLC. Case Coordinator: Christopher Barton.

Barton presented the case noting that the proposed project would be a multi-family multi-story residential development. He explained that the staff recommendation of denial was because although many of the requests for alternates would be considered minor, accrual of them crosses the boundary into major and because staff felt that the proposal might not be the highest and best use for the property.

Richard Meyers, Realty Capital Management, 909 Lake Caroline Parkway, Irving, representing the applicant, began the presentation with background about the company and provided photos/ renderings of recent projects in the Metroplex. He stated the project plan in Carrollton calls for 44 units per acres which would be quite dense. The site was appealing because it was within walking distance to Downtown Carrollton and was quite close to the DART station. proposed strong improvements to College Avenue and Broadway Street with parking on both streets. Parking was provided with individual garages and surface parking in the courtyard with 1.17 parking spaces per unit which was within the Code requirement of 1.25. He stated they also proposed approximately 100 parking spaces on Broadway and College that could be used by the residents as well as the public and was not counted in the 1.17 ratio. He provided a rendering of the units facing Broadway noting that there would be some four-story product. He stated they were very keen on including commercial space on the first floor but the required 14 foot ceiling height was too much because the spaces would only be 35 or 40 feet deep and added that 12 feet ceilings were sufficient for restaurateurs. He felt that the rent amounts would not justify structured parking. He added that if they were able to fund a parking garage, they would want to have more units.

Kiser suggested the four story units should be along College and Broadway rather than the interstate to get the feeling of the City and Mr. Meyers stated they would be open to moving the buildings as suggested. Nesbit referred to the vision of the City and felt the proposal did not quite meet the vision the City had for the site. Stotz stated that the City put a lot of effort into developing specific standards for the Transit area and felt it was important that the project meet those standards. Romo voiced his agreement with previous comments about the standards. Nesbit asked about the number of proposed garages and Mr. Meyers advised the plan proposed 44 garages. He suggested the possibility of a continuance to the next meeting to allow them to revise the plan to address the comments by the Commission.

\* Kiser moved to continue Case No. 05-15MD1 Carrollton Crossing (Maj. Alt. Standard) to the June 4, 2015 meeting for redesign and further review of the product; second by Nesbit and the motion was approved with a unanimous 8-0 vote.

Excerpt from Draft Minutes Planning & Zoning Commission Meeting of June 4, 2015

Consider A Major Alternate Standard Plan For Development Standards Different From Those Of Article 20 Transit Center For An Approximately 4-Acre Tract Located At The Northwest Corner Of Broadway Street And College Avenue And Currently Zoned For The (TC) Transit Center District, Urban Core Sub-District. Case No. 05-15MD1 Carrollton Crossing (Maj. Alt. Standard)/Realty Capital Management, LLC. Case Coordinator: Christopher Barton.

Barton stated the case was originally heard in May with a full presentation and continued to June. He advised that while the staff recommendation of denial had not changed as a matter of policy, staff agrees that the revisions and redesign of the project was a major improvement and had attempted to address the concerns of the Commission.

Richard Meyers, 909 Lake Canyon Parkway, Irving, Realty Capital Management, reviewed the suggested changes noting the revised plan provides for approximately 208 units. With regard to parking he stated that if public parking spaces were counted, they would be at 1.5 spaces per residence. With regard to brick color, he stated they proposed to double the amount of red brick and reduce the amount of brown brick. He stated they were comfortable with having one fourstory building and one three-story building and the square footage of the structure increased. He requested a minimum number of units of 190 but expected there would be more. He stated that the greatest amenity they could have was retail space; restaurants and cafés in particular. The entire Boradway frontage would be retail friendly. He stated the angled parking on Broadway and the parallel parking across Broadway along the railroad tracks was critical to the viability of future retail space. He stated that although the walk-ability of the area was in a state of flux at this point, he felt the design contributes to the pedestrian friendly goals. The unit mix would be 70-75% one-bedroom units. With regard to the feasibility of a parking garage, he stated the rent would need to be approximately \$1.75 per square foot. The proposed plan provides for 44 private garage spaces which were often more desired than an open garage. In response to Averett, Mr. Meyers advised that the reduced amount of square footage per unit was based on the higher mix of one-bedroom units.

\* Daniel-Nix moved approval of Case No. 05-15MD1 Carrollton Crossing (Maj. Alt. Standard) with staff stipulations; second by Romo.

Chair McAninch asked if the applicant read and understood the staff stipulations and Mr. Meyers replied affirmatively. She voiced continued concerns about the lack of the parking garage, and the lack of meeting the standards for the Transit Center District. She suggested patience in order to get what Carrollton wants at the site because of the adjacency to the DART station. Stotz echoed her comments and felt it was too early in the development of the area to cast aside the standards set. Averett noted that not only was it in the Transit Center District, it was also in the Urban Core Sub-district. He voiced appreciation for the additional work by the developer and were it in a different location, he would likely be in favor, but was not in this case.

\* The motion failed with a vote of 4-4, Kraus, Nesbit, Daniel-Nix and Romo in favor and McAninch, Stotz, Averett and Chadwick opposed (Kiser absent).

#### **Christopher Barton**

From: Darren Cain <dcain@realtycapital.com>

**Sent:** Friday, June 12, 2015 9:28 AM

**To:** Christopher Barton

Cc:Richard Myers\_BB; Alex Brown; Jimmy ArchieSubject:Appeal of Planning and Zoning Commission Ruling

Mr. Barton,

Please accept this correspondence as an appeal to the action of the June 4, 2015 ruling of the Planning and Zoning Commission regarding case number 05-15MD1 (Major Alternate Standard). Per our telephone conversation on 6/12/2015 with Christopher Barton, we are pleased to learn that the vote at the July 7, 2015 City Council hearing will be a simple majority.

Best regards,

Darren Cain Vice President - Land Development Realty Capital Management, LLC 909 Lake Carolyn Parkway, Suite 150 Irving, TX 75039 469-533-4107 (office) 832-418-0611 (cell) dcain@realtycapital.com Dear Members of the City Council,

This letter comes with my support of the L on Broadway project proposed to be developed on the northwest corner of College Avenue and Broadway Street. As a frequent visitor/customer in the Downtown Carrollton area, I believe that additional housing in the area will be a benefit to all the businesses in the Historic Downtown District of the City of Carrollton.

The L on Broadway is a much better option than continuing to have undeveloped land in the heart of the Transit Center Zoning District. First, the proposed residences will have 400+ adults living there which will increase the number of patrons to these businesses. Additionally, by dramatically increasing the population in Downtown Carrollton, the city should be able to attract more business. Instead of having a vacant piece of property on a prime corner that can be seen from I-35, the L on Broadway will serve to attract more shoppers, patrons, and residents to Downtown Carrollton.

I ask that the L on Broadway receive your vote when it is brought in front of the City Council on July 7th. The proposed development is sorely needed and will provide benefits to visitors/customers like myself as well as the rest of your constituency.



# Support for the L on Broadway

Name: Levi Sanabra	Address: 1100 E Vandargr, 4PDr #210
City: Carrollton	Signature: Jay
Name: Pat ROBINSON	Address: 1208 PHINT
City: <u>Carrollfon</u>	Signature: Lat Cheusa
Name: Twen Bennett	Address: 1529 Eaglepoint M.
City: Carrollyon	Signature: <u>Laker Bennett</u>
Rowena Name: Wattles	Address: 2911 Convorg PL.
City:OANCKUUTUN	Signature:
Name: Jat Malone	Address: 1105 S Brondway
City: Carroll-ton	Signature: <u>fat Malone</u>



# Support for the *L on Broadway*

Name: Shryl Ponker	Address: 2018 Caullon
City: Canal for	Signature: Derf Ponte
Name: July Kerr	Address: 1208 Perh Rox
City: Carrollton H	Signature: Cowly Acap
/ ~	Address: 1/10 S. Run ST
City: CARROLLTON TX	Signature:
Name:	Address:
City:	Signature:
Name:	Address:
City:	Signature:



Name: Mr. Teguila	Address: 1114 Elm 54. #100
City: Carrollton	Signature:
Name: M Anderson	Address:
City: Carrollton	Signature:
Name: Marc Echart	Address:
city: Carrollton	Signature:
Name: Mayla Vazque	Address:
city: Carrolla	Signature:
Name: Samuel Carrera	Address: 2345 N. Itousto, St.
City: Carrollton	Signature:



Names ristion Morlinez	Address: 18071 Denton Dr.
City: Campilon	Signature: Signature:
Name: Pufael -00	Address:
City: Carrollton	Signature:
Name: Lisa Allison	Address:
City: Lawisvilla	Signature:
Name: Bruce Rampy	Address:
City: Lewisville	Signature: And
Name: John Zerth	Address: 1201 Jeckson St
City: Carrollfun	Signature:



Name: RENE DIAZ	Address: 1910 SoseY IN-
City: <u>CARROLIAN</u>	Signature:
Name:	Address:
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City:	_ Signature:



Name: Jacke Coelle Share	Address: 10665 N. MACANTHER #30 in Carrollton all the time! Signature: College G. Combine
City: Truing TX	Signature: Jedhi G. Comb
	Address: 2327 Aberdeen Place
City: Carrollton TK	Signature: Etorine Jufroe
Name: DICK CALVER	Address: 2228 HIGH POWT DR
City: CARROLLTON	Signature:
Name:	Address:
City:	Signature:
Name:	Address:
City:	Signature:



Name: Hidaria Korz	Address:
City: Como Mon	Signature: 1740
Name: Ruber Rodriguez	Address:
City: <u>Cayroll</u> an	Signature: Doban Rodrigerez
·	Address: 5414 CEDAR SPRIMO. #162
City: DALLAS TX 75235	Signature:
•	Address:
City: Trus	Signature:
Name: Maria Depleas	
City: Trong	Signature: Makulo Confranz



Name: Carole Jordan	Address: 2100 Buckskin Cir
City: Carrollton	Signature: Carob Jorda
Name: MAX JOKOM	Address: 200 J Suc & Sou! Ca
City:	Signature:
Name: Maria Harrism	Address: 149 San Francisco
city: Carrockfr.Tx	Signature: Mayu Namus
	Address: 1003 Rosewood P/
City: Carroll fon TX	Signature:
Name: <u>(AROL OGDEN</u>	Address: <u>(663 C. Eu., ) PL</u>
City: CARROLLTON, TX	Signature: (Aul Og

This letter comes with my support of the L on Broadway project proposed to be

developed on the northwest corner of College Avenue and Broadway Street. As the owner of a

restaurant in the Downtown Carrollton area, I believe that additional housing in the area will not

only be a benefit for my own business but to all the businesses in the Historic Downtown District

of the City of Carrollton.

The L on Broadway is a much better option than continuing to have undeveloped land in

the heart of the Transit Center Zoning District. First, the proposed residences will have 300+

adults living there which will increase the number of patrons close to my restaurant.

Additionally, by dramatically increasing the population in Downtown Carrollton, we should be

able to attract more business. Instead of having a vacant piece of property on a prime corner that

can be seen from I-35, the L on Broadway will serve to attract more shoppers, patrons, and

residents to Downtown Carrollton.

I ask that the L on Broadway receive your vote when it is brought in front of the City

Council on July 7<sup>th</sup>. The proposed development is sorely needed and will provide benefits to

business owners like myself as well as the rest of your constituency.

Best regards,

Name:

Name of Business:

name of Dustiless.

Business Address: 1114 Elm 57

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Phone Number: \_ Email Address:

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N TINCE MINN, CO

I am writing to support the continued development in the Transit Center Zoning District

near Downtown Carrollton. I believe the L on Broadway, which is a proposed luxury Class-A

development located at the northwest corner of Broadway Street and College Avenue, would be

a great addition to that area.

As a business owner in the Downtown Historic District, a new development would

provide many new customers to my business and to the rest of Downtown Carrollton.

Businesses like mine are more likely to succeed and grow when new development and new

residents move into the area. The additional residents will increase the number of clients who

will be utilizing the services of businesses like my own. Furthermore, I believe that the L on

Broadway is a far superior alternative to leaving the land on the corner of College and Broadway

undeveloped for the foreseeable future.

Momentum is moving in the right direction for Downtown Carrollton, and I hope that

City Council recognizes the importance for continued development in the area. The L on

Broadway would be a great addition to the Downtown Carrollton area, and I ask that the

proposed development receives the vote of the City Council on July 7th.

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Name: .

Name of Business:

Business Address: //c

Phone Number:

Email Address: \_s

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Best regards,

Name: John C. Scott Name of Business: Peran Crzeel

Business Address: 1102 w. main S 6

Phone Number: 469-964-7711

Email Address: pecancreek 1@ smarl . con

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Name of Business:

Email Address: QUVE

Phone Number: 972-4

Star Mercantile Main St. 7326 mercantile @yahoo.com.

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Name: 10 SCAVT. VALE ITT Name of Business: Custom Color Fine Jewslers

Business Address: 1014 5. Broadway #108

Phone Number: <u>922-389-9993</u>

Email Address: 6+ Va/4 @ ao/. com

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Name Mus Lyn Aldan Profon Name of Business:	na Dwine Corp Supply fing green Dr. 1 Texts 15234
Name of Business:	A Co
Business Address:	fing Then We
Phone Number: Na Ob an	1.7-ex45 15234
Email Address:	1. 703
214-27	7-3380
(6B) Chrise	ChrisLynn777. com
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Best regards,

Name: Kow ena Watt L.
Name of Business: Daman the Rose Design
Business Address: Saman the Rose Design Phone Number:  $21\sqrt{213}f$ 

Email Address: \_\_\_\_

rwatters @ samon thatare . U.S.

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Best regards,

Name:

Name of Business: \_

Business Address:

Phone Number: Email Address:

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yAHOO-COM

I am writing in support of a proposed mixed-use community planned for the northwest

corner of Broadway Street and College Avenue. The community, called The L on Broadway,

will be developed by Realty Capital Management and will be on the July 7th City Council

Agenda. After discussing the development with members of the Realty Capital team, I believe

The L on Broadway will greatly benefit Downtown Carrollton, and more specifically, the Urban

Core of the Transit Center Zoning District.

The proposed plan has evolved due to the constructive feedback of City staff and

commissioners of the Planning and Zoning Committee. I truly believe this project represents the

needs of the community and the city. The L on Broadway fulfills the need to have a densely-

populated community in the heart of Carrollton. The commercial space will contribute to the

desirability of the area, and it will also entice citizens of Carrollton to shop and eat at local

establishments instead of traveling to the surrounding suburban areas.

I am excited for another luxury, class-A development to come to the Historic Downtown

District of Carrollton. The L on Broadway is a high-quality product that will satisfy a growing

need for this area. I would like to register my support. I hope this project is approved by the

City Council.

Best Regards,

Name: Mike Farren

Business Name (If Applicable): \_

Business Address (If Applicable): \_/O/&

Phone Number: 972

Email Address: MF91179 07

From: Pecan Creek
To: Krystle Nelinson
Subject: Re: The L on Broadway

**Date:** Tuesday, June 30, 2015 7:23:36 PM

I would like to extend my total support of The L on Broadway. As a business owner on the Historic Square, I love the idea of a new, updated project such a as this one being build in our "neighborhood". The project also has the potential to bring in a more affluent customer base due to the rent. The additional parking is another added plus. Future retail brings more people to the area also.

Please bring The L on Broadway to DT Carrollton. It's a win for everyone.

Regards,

John C Scott Pecan Creek Clothier

C - 469 964-7711