

City of Carrollton

1945 E. Jackson Road
Carrollton, TX 75006



REGULAR WORKSESSION & MEETING

Tuesday, August 4, 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 Executive Session pursuant to Texas Government Code:
 - **Section 551.071** for private consultation with the City Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the City Attorney has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the City Council.
3. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.
4. **Mayor and Council reports and information sharing.**

*****WORKSESSION*****

5. Discuss Flooding Update With Metrocrest Social Services.
6. Discuss Fiscal Year 2015-16 Preliminary Budget.

*****REGULAR MEETING 7:00 PM*******INVOCATION****PLEDGE OF ALLEGIANCE****PUBLIC FORUM**

7. **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

- *8. Consider Approval Of The July 21, 2015 Regular Meeting Minutes.

BIDS & PURCHASES

- *9. Consider Approval Of The Purchase Of A Replacement Irrigation Pump For McInnish Sports Complex Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$46,627.60.
- *10. Consider Approval Of The Purchase Of Fencing For Josey Ranch Softball Complex And McInnish Field #16 In An Amount Not To Exceed \$60,493.00.
- *11. Consider Approval Of The Purchase Of Irrigation Supplies And Labor At Indian Creek Golf Course In An Amount Not To Exceed \$135,000.00.
- *12. Consider Approval Of The Purchase Of Flooring and Installation Services At The Crosby Recreation Center Through An Inter-Local Agreement With Buyboard In An Amount Not To Exceed \$33,000.00.

CONTRACTS & AGREEMENTS

- *13. Consider Authorizing The City Manager To Approve A Settlement With Eagle Golf In An Amount Not To Exceed \$277,500.00.
- *14. Consider Authorizing The City Manager To Approve A Managed Services Contract With Eagle Golf In An Amount Not To Exceed \$150,000.00 For Course Maintenance.

RESOLUTIONS

- *15. Consider A Resolution Appointing One Member To The Board Of Managers Of The Denco Area 9-1-1 District.
- *16. Consider A Resolution Approving The Terms And Conditions Of A Modified Tax Incentive Policy To Include Grants For Performance-Based Job Creation.
- *17. Consider A Resolution Authorizing The City Manager To Enter Into A Chapter 380 Economic Development Grant Incentive Agreement With Murata Electronics, North America, Inc.
- *18. Consider A Resolution Authorizing The City Manager To Enter Into A Redevelopment Incentive Agreement With The Owner Of 1017 South Broadway.
- *19. Consider A Resolution Authorizing The City Manager To Enter Into A Lease Agreement With Blue Sky Sports Center, LP, On City Property.

OTHER BUSINESS

20. Consider Setting The Proposed Property Tax Rate For Tax Year 2015, Setting The Public Hearings For The Proposed Tax Rate And The Proposed Fiscal Year 2016 Budget On The August 18, 2015 7 p.m. And September 1, 2015 7 p.m. City Council Meeting Agendas, And Placing Consideration For Approval Of The Proposed Tax Rate And Budget On The September 15, 2015 7 p.m. City Council Meeting Agenda.

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 31st day of July 2015 at 12:00pm.

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: 2147

Agenda Date: 8/4/2015

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 5.

CC MEETING: August 4, 2015

DATE: July 28, 2015

TO: Mayor & City Council

FROM: Leonard Martin, City Manager

Discuss **Flooding Update With Metrocrest Social Services.**

BACKGROUND:

The purpose of this item is to receive an update about the recent flooding event from Tracy Eubanks with Metrocrest Social Services.



City of Carrollton

Agenda Memo

File Number: 2139

Agenda Date: 8/4/2015

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 6.

CC MEETING: August 4, 2015

DATE: July 28, 2015

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager

Discuss **Fiscal Year 2015-16 Preliminary Budget.**

BACKGROUND:

The Fiscal Year 2015-16 Preliminary Budget will be distributed to Council by July 31, 2015. On August 4, 2015, a Council work session will be held to provide Council an opportunity for initial questions and deliberation. An additional work session has been scheduled for August 18, 2015 for Council to receive any requested follow up information and to continue deliberations. A separate item is on the regular meeting agenda to vote to set the proposed tax rate, public hearing dates and the date for approval of the budget and tax rate. Public hearings on the proposed tax rate and budget are scheduled for August 18, 2015 and September 1, 2015. Adoptions of the budget and tax rate are scheduled for September 15, 2015.

At this work session, Council will receive a presentation on the Fiscal Year 2015-16 Preliminary Budget.

Additionally, John Powell, Chairman of CIPAC, will present the Fiscal Year 2015-16 CIPAC recommendations during this work session.

STAFF RECOMMENDATION/ACTION DESIRED:

Commence initial deliberations and provide direction on desired changes to the Fiscal Year 2015-16 Preliminary Budget.



City of Carrollton

Agenda Memo

File Number: 2146

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *8.

CC MEETING: August 4, 2015

DATE: July 29, 2015

TO: Leonard Martin, City Manager

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

Consider Approval Of The July 21, 2015 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL
REGULAR WORKSESSION AND MEETING
JULY 21, 2015**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, July 21, 2015 at 5:45 p.m. with the following members present; Mayor Matthew Marchant, Mayor Pro Tem Anthony Wilder, Councilmembers Bob Garza, Steve Babick John Sutter, Glen Blanscet and James Lawrence. Deputy Mayor Pro Tem Doug Hrbacek was absent. Also present were City Manager Leonard Martin, Assistant City Managers 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 5:48 p.m.

- 1. Receive information and discuss Consent Agenda.**

*****WORKSESSION*****

- 4. Discuss Applications For The Leadership Metrocrest Program.**

Prior to beginning discussion of the item, Mayor Marchant introduced Erin Carney, new President of the Metrocrest Chamber of Commerce.

Mayor Marchant explained that the City typically provides two scholarships for the Leadership Metrocrest Program which covers half the costs and provides a full scholarship for a Councilmember or staff member to participate in the program. Steve Babick voiced his desire to participate and no objections were raised. After a discussion regarding the applicants, a consensus was reached in favor of Antonia Okafor and Trent Teague.

- 5. Discuss IT RFP Process And Contract.**

Lon Fairless, IT Director, explained that he was the only City employee in the IT Department and that most of the IT services were conducted by Xerox. He further advised that the contract was due to expire in a few months. He stated that KPMG was hired to assist with the RFP because of the scope of services and talked about the effort put forth and process followed. He explained that a committee was formed to work with KPMG and it consisted of a very broad representation of users. The Committee recommended that the City move forward with requesting a best and final offer from Xerox. City Manager Leonard Martin talked about the process undergone in 2010 and also talked about the possibility of reshaping the requirements over the next 4-5 years because the current contract was all inclusive meaning it includes security, radios and alarms. Councilmember Garza voiced concern about the length of tenure Xerox would have with the City. Assistant City Manager Erin Rinehart advised that the Committee had the same concern and was why they recommended a third party consultant. A consensus was reached in favor of moving forward with requesting a best and final offer from Xerox for a 5 year contract with 2 renewals as well as a 7 year with 2 renewals.

6. Mayor and Council reports and information sharing.

Mayor Marchant adjourned the Worksession at 6:51 p.m. to convene in Executive Session.

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

2. Council convened in **Executive Session** at **6:52 p.m.** pursuant to Texas Government Code:

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

3. Council **reconvened in open session at 7:13 p.m.** to consider action, if any, on matters discussed in the Executive Session. No action taken.

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

Mayor Marchant called the Regular Meeting to order at 7:22 p.m.

INVOCATION – Councilmember Bob Garza

PLEDGE OF ALLEGIANCE – Councilmember John Sutter

PUBLIC FORUM

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

There were no speakers.

CONSENT AGENDA

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this agenda so that it may be considered separately. Contracts and agreements are available in the City Secretary's Office.)

Councilmember Garza moved approval of Items 8-18 and adding the company name of Spigel Properties to Items 16-17; second by Councilmember Sutter and the motion was approved with a unanimous 6-0 vote, Deputy Mayor Pro Tem Hrbacek absent.

MINUTES

- *8. Consider Approval Of The July 7, 2015 Regular Meeting Minutes.**
- *9. Consider Approval Of The July 10, 2015 Strategic Planning Session Minutes.**

BIDS & PURCHASES

- *10. Consider Approval Of A Bid For Manhole Rehabilitation With Krapff Reynolds Construction Company In An Amount Not To Exceed \$39,637.50.**
- *11. Consider Authorizing The City Manager To Approve The Purchase Of Training Materials From AchieveGlobal For The Purpose Of Providing Customer Service Training In An Amount Not To Exceed \$32,717.95.**

CONTRACTS & AGREEMENTS

- *12. Consider Authorizing The City Manager To Approve A Professional Services Contract With Nathan D. Maier Consulting Engineers, Inc. For Design Of The Crosby Road Culvert Improvements (West Of IH-35E And South Of Belt Line Road) In An Amount Not To Exceed \$99,150.00.**
- *13. Consider Authorizing The City Manager To Approve A Professional Services Contract With Raymond L. Goodson Engineers, Inc. For Design Of The Central Service Center Maintenance Building In An Amount Not To Exceed \$11,350.00.**

ORDINANCE

- *14. Consider An Ordinance Amending The Governance Policy And Rules Of Procedure.**

RESOLUTIONS

- *15. Consider A Resolution Authorizing The City Manager To Enter Into A Project Specific Agreement With Dallas County For The Reconstruction Of Old Denton Road Between Trinity Mills/PGBT And The Dallas County Line In An Amount Not To Exceed \$1,300,000.00.**
- *16. Consider A Resolution Authorizing The City Manager To Enter Into A Purchase And Sale Agreement For The Sale of City-Owned Property At 1309 South Broadway.**

***17. Consider A Resolution Authorizing The City Manager To Enter Into A Redevelopment Incentive Agreement With The Owner Of 1309 South Broadway For A Restaurant.**

PUBLIC HEARING-CONSENT AGENDA

***18. Hold A Public Hearing And Consider A Resolution Acknowledging The Analysis Of Impediments To Fair Housing And Adopting The Program Year 2015 Community Development Block Grant (CDBG) One-Year Plan Of Action And Budget.**

ADJOURNMENT

Mayor Marchant reminded everyone about the opening of the new Dog Park at the Rosemeade Recreation Center on the west side that was scheduled for Friday, July 24 and adjourned the meeting at 7:26 p.m.

ATTEST:

Krystle Nelinson, City Secretary

Matthew Marchant, Mayor



City of Carrollton

Agenda Memo

File Number: 2142

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *9.

CC MEETING: August 4, 2015

DATE: July 28, 2015

TO: Leonard Martin, City Manager

FROM: Kim Bybee, Athletics Manager and Scott Whitaker, Parks and Recreation Director

Consider Approval Of The Purchase Of A Replacement Irrigation Pump For McInnish Sports Complex Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$46,627.60.

BACKGROUND:

The Parks and Recreation Department sustained extensive damage at McInnish Sports Complex during the May floods. The pond irrigation pump that was installed by M.P.S. in 2013 was submerged during the floods. The interior of the control center is rusted beyond repair and needs to be replaced. The intake pump along the river was not damaged. M.P.S. inspected both units, as well as the pipes below the surface at the pond irrigation pump, in order to provide the best possible quote for complete repair.

Staff is following the proper procedures set in place by both Dallas and Denton Counties in order to maximize our reimbursements through FEMA for repairs throughout the city.

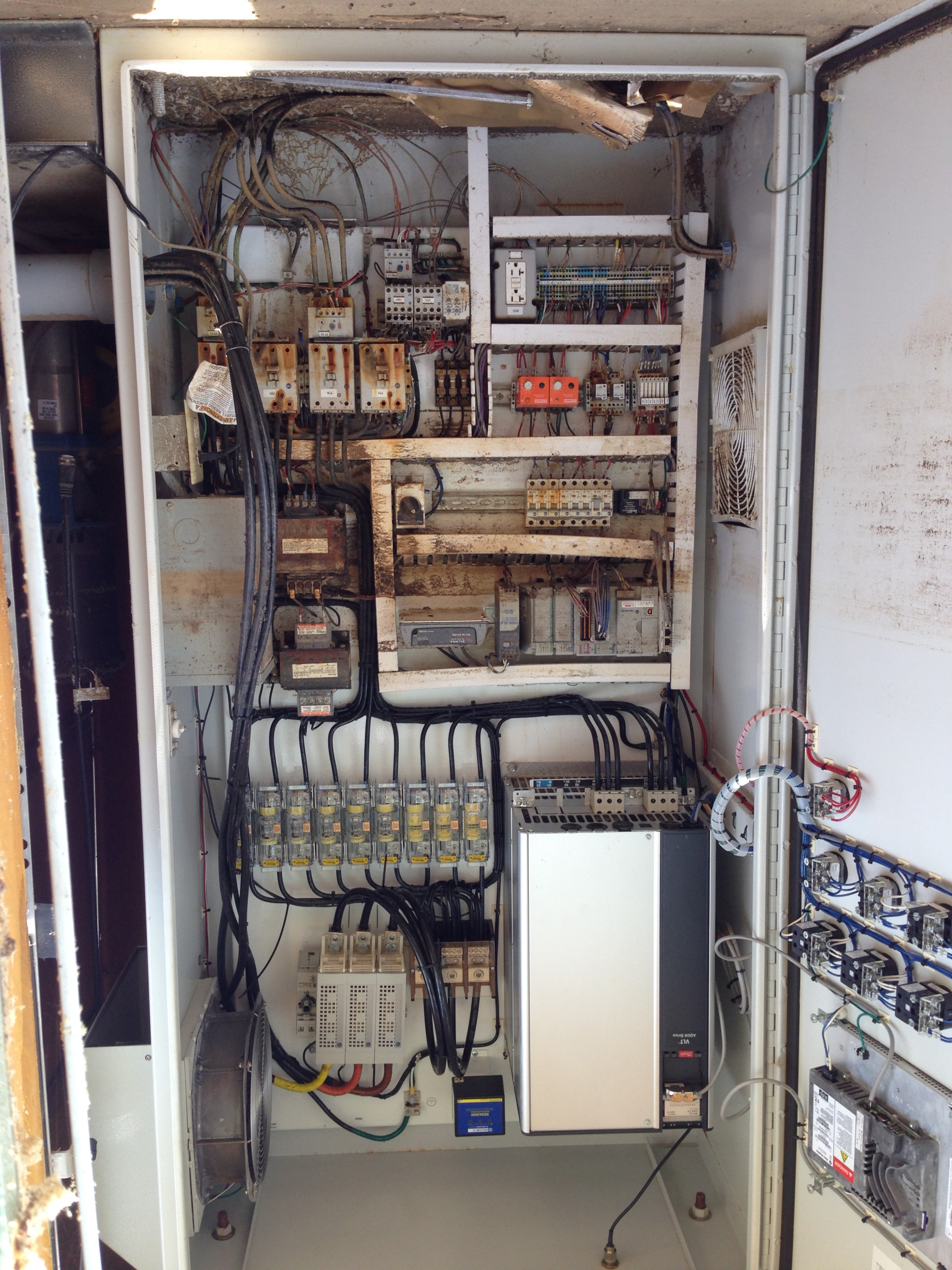
FINANCIAL IMPLICATIONS:

The pond irrigation pump replacement will be funded out of the following account.

ACCTG UNIT	ACCOUNT	BUDGET AMOUNT
854360	116260399 (McInnish Flood)	\$46,627.60

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of replacing the pond irrigation pump by M.P.S. in the amount of \$46,627.60 using the City's existing agreement with BuyBoard.





City of Carrollton

Agenda Memo

File Number: 2150

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *10.

CC MEETING: August 4, 2015

DATE: July 28, 2015

TO: Leonard Martin, City Manager

FROM: Vince Priolo, Purchasing Manager

Consider **Approval Of The Purchase Of Fencing For Josey Ranch Softball Complex And McInnish Field #16** In An Amount Not To Exceed \$60,493.00.

BACKGROUND:

The Parks and Recreation Department continues to review and prioritize repairs to amenities based on grades from the report card process. Fencing at various athletic fields was in poor condition or non-existent which contributed to complexes receiving low grades. Josey Ranch Softball Complex (D+) needs to have the current fencing replaced and McInnish Field #16 (D-) needs to have a new fence installed so field use can be controlled.

An RFP was issued and ten bids were received for fencing of these areas. Attached is the bid tab summarizing the various bids.

FINANCIAL IMPLICATIONS:

The fencing work under RFP #15-030 will be paid for with budgeted funds for the cost center and amount as listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Parks Strategic Amenity Fund	Activity 115370399	\$ 60,493.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends contracting with Latham Fence for fencing at these locations for an amount to not to exceed \$60,493.00. This amount includes a contingency 15% in case some unknown expense is uncovered during the installation. If this is not needed, the contingency amount will not be spent.

RFP# 15-030 PARKS FENCING										
	Four Seasons Development Co.	Netloc Inc.	Llano River Fence Co.	Construction Rent-A-Fence	Delta Specialty Contractors	Sav-On- Fence Inc.	The Anchor Group	Universal Fence	HQS Construction	Latham Fence
Josey Ranch Softball Complex										
Removal of 1,000 LF of 4 FT chain link along base lines	\$ 2,000.00	\$ 1,500.00	\$ 1,750.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,871.00	\$ 2,670.00	\$ 5,000.00	\$ 2,000.00
Installation of 1,000 LF of 6 FT galvanized fence along base lines	\$ 22,750.00	\$ 15,250.00	\$ 14,500.00	\$ 15,150.00	\$ 16,500.00	\$ 14,900.00	\$ 14,362.00	\$14,630.00	\$ 35,000.00	\$ 14,000.00
Replacement of 1,400 LF of 6 FT galvanized fabric along outfield	\$ 5,600.00	\$ 21,350.00	\$ 16,800.00	\$ 19,600.00	\$ 13,000.00	\$ 12,460.00	\$ 7,706.00	\$11,396.00	\$ 35,000.00	\$ 7,000.00
Installation of (8) 4 FT Walk Gates (2 per field)	\$ 2,400.00	\$ 1,000.00	\$ 3,120.00	\$ 5,200.00	\$ 1,600.00	\$ 1,600.00	\$ 5,631.00	\$ 5,784.00	\$ 9,600.00	\$ 3,200.00
Installation of (4) 14 FT Double Drive Gates (1 per field)	\$ 2,000.00	\$ 5,400.00	\$ 4,360.00	\$ 4,600.00	\$ 2,500.00	\$ 2,740.00	\$ 5,256.00	\$ 6,456.00	\$ 7,200.00	\$ 2,700.00
LF cost for installation of 6 FT fencing if estimate is slightly off	\$ 14.00	N/B	\$ 14.50	\$ 15.15	\$ 16.50	\$ 14.90	\$ 14.37	\$ 14.63	\$ 35.00	\$ 14.00
McInnish Soccer Field										
Removal of 1,300 LF of 4 FT chain link and posts	\$ 2,600.00	\$ 1,950.00	\$ 2,275.00	\$ 2,600.00	\$ 1,600.00	\$ 2,900.00	\$ 2,871.00	\$ 3,471.00	\$ 6,500.00	\$ 2,600.00
Installation of 1,400 LF of 6 FT galvanized fence around field	\$ 24,835.00	\$ 21,350.00	\$ 20,300.00	\$ 19,600.00	\$ 23,100.00	\$ 20,860.00	\$ 17,834.00	\$20,482.00	\$ 49,000.00	\$ 19,600.00
Installation of (2) 4 FT Walk Gates	\$ 600.00	\$ 250.00	\$ 780.00	\$ 1,300.00	\$ 400.00	\$ 400.00	\$ 1,408.00	\$ 1,446.00	\$ 2,400.00	\$ 800.00
Installation of (1) 14 FT Double Drive Gate	\$ 500.00	\$ 1,350.00	\$ 1,090.00	\$ 1,150.00	\$ 700.00	\$ 685.00	\$ 1,314.00	\$ 1,614.00	\$ 1,800.00	\$ 675.00
LF cost for installation of 6 FT fencing if estimate is slightly off	\$ 14.00	N/B	\$ 14.50	\$ 15.15	\$ 16.50	\$ 14.90	\$ 12.74	\$ 14.63	\$ 35.00	\$ 14.00
	\$ 63,313.00	\$ 69,400.00	\$ 65,004.00	\$ 71,230.30	\$ 60,933.00	\$ 59,574.80	\$ 59,280.11	\$67,978.26	\$ 151,570.00	\$ 52,603.00



City of Carrollton

Agenda Memo

File Number: 2156

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *11.

CC MEETING: August 4, 2015

DATE: July 29, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager

Consider **Approval Of The Purchase Of Irrigation Supplies And Labor At Indian Creek Golf Course** In An Amount Not To Exceed \$135,000.00.

BACKGROUND:

The flooding in May and June in Carrollton at Indian Creek Golf Course did major damage to the irrigation system, pumps, and specifically the controllers. Currently, Eagle staff is manually watering greens and tee boxes. The golf course superintendent has done a complete audit of the controllers and over 90% need to be replaced. The City has engaged two landscape architects to evaluate the course and assist in providing options to the City Council. A third architect will evaluate the courses in the coming week. Both architects to date believe that the Lakes Course has the potential to be salvaged with a specialized technique that has been used on other courses to improve course conditions from similar flood type events. Essentially, the course would be graded and the silt removed at the same time. With this process there is the potential that the Lakes Course could possibly be up and running before the end of the year. The process has not been out to RFP, but according to the two architects, they have provided an estimate that ranges from \$450,000-\$800,000 for the Lakes Course. As you are aware, the Lakes Course typically does not experience the same level of flooding that the Creek Course experiences in these type of flooding events.

The Creek Course is going to require further evaluation to determine the potential to reopen as it is currently structured, or to potentially restructure it to reduce the risk of flooding in the future, or to repurpose it to an alternate use other than a golf course. Staff will be prepared to provide some preliminary options to the City Council in September.

The two architects have expressed concern that if the irrigation system is not fixed in an expedient manner that we run the risk of doing further damage to the course. Staff believes replacing all damaged controllers on both courses at the same time is the best business decision. Regardless of the outcome of the Creek Course, any type of golf course or park area would

require irrigation.

FINANCIAL IMPLICATIONS:

Professional Turf Products is the local representative for Toro and we are getting better than Buyboard pricing by using Eagle's corporate account. The actual quote is \$128,516.25 and staff added an approximate 5% contingency, for an amount not to exceed \$135,000.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the City Council approve the purchase of irrigation supplies and labor from Professional Turf Products, LP, in an amount not to exceed amount \$135,000.



City of Carrollton

Agenda Memo

File Number: 2157

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *12.

CC MEETING: August 4, 2015

DATE: July 29, 2015

TO: Leonard Martin, City Manager

FROM: Jason Chadock, Leisure Services Manager

Consider Approval Of The Purchase Of Flooring and Installation Services At The Crosby Recreation Center Through An Inter-Local Agreement With Buyboard In An Amount Not To Exceed \$33,000.00.

BACKGROUND:

Leisure Services is requesting the purchase of flooring product and service installation at the Crosby Recreation Center. During the 2010 renovation of the facility, bamboo wood flooring was installed into the Trinity and Broadway rooms. Unfortunately, the flooring failed, becoming wavy and also warping in many spots. This has led us to search for alternate flooring options. Due to the failed flooring, the previous contractor reached an agreement with the City of approximately \$20,000 towards this replacement.

The current proposal is for the installation of Karndean Luxury Vinyl Tile (LVT) in the Trinity Room and American Scrape Hickory wood in the Broadway Room. These products would afford us the ability to maintain the same current programming in each area while providing a quality look and feel to the room.

The proposed product and services are available through multiple cooperatives that the city utilizes. Staff recommends the purchase of this product and service through our inter-local agreement with BuyBoard. This cooperative entity meets all state of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

The below quote is inclusive of a 10% contingency to cover any unforeseen issues during the course of the project.

Gomez Floor Covering, Inc. (BuyBoard) \$33,000

FINANCIAL IMPLICATIONS:

The funds for the cost center and are listed below.

COST CENTER LINE ITEM

854360 115090399

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval for the purchase of flooring product and service installation from Gomez Floor Covering, Inc. in an amount not to exceed \$33,000.



City of Carrollton

Agenda Memo

File Number: 2153

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *13.

CC MEETING: August 4, 2015

DATE: July 29, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager

Consider Authorizing The City Manager To Approve A Settlement With Eagle Golf In An Amount Not To Exceed \$277,500.00.

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. 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 modification of the contract in the event of force majeure under Article X. The contract states that the parties shall meet and discuss in good faith appropriate modifications to this Agreement. Eagle Golf originally requested reimbursement of all of their expenses for the time period that the course has been closed, purchase of logoed merchandise, as well as a lease buy-out for the carts and GPS system. The City and Eagle agreed to share in the expenses and that neither party would be made whole on the losses related to the recent flood event. In addition, if this settlement and a maintenance agreement are approved, Eagle will continue to provide basic maintenance to Indian Creek Golf Course until the end of the year, while the City evaluates all options for the course. There will be a separate agenda item to consider a managed services contract for continued basic maintenance.

FINANCIAL IMPLICATIONS:

The City will pay Eagle \$277,500 as settlement of any issues arising under the existing contract and the existing contract will be terminated, this amount includes settlement of any and all of Eagle Golf's claims, but is not limited to, a portion of their losses related to expenses since the closure in May, purchase of logoed merchandise, as well as lease buy out for the carts and the GPS System.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approving the settlement agreement with Eagle Golf in an amount not to

exceed \$277,500.

MUTUAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is entered into between EVERGREEN ALLIANCE GOLF LIMITED, L.P. (hereinafter "EAGL") and the CITY OF CARROLLTON, TEXAS (hereinafter "City") and is effective on August 5, 2015. The City and EAGL are collectively referred to as the "Parties". This Agreement is intended to settle all matters in controversy between the Parties in connection with and arising out of that certain Carrollton Municipal Golf Course (Indian Creek) and Pro Shop and Clubhouse Including Course Maintenance, Management Services Agreement (hereinafter "Golf Contract").

The Parties desire to settle the differences between City and EAGL and avoid the uncertainties, expense, and risk of litigation, and enter into this Agreement of their own accord and free will after consulting with their own counsel. The Parties intend that by this Agreement, the Golf Contract and all matters, whatsoever, currently in controversy between them, or that could have been in dispute or alleged, will be fully, finally, and forever settled under the terms of this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Termination. The Golf Contract shall terminate effective immediately. The Parties acknowledge and agree that any rights or obligations set forth in Article X, Termination, of the Golf Contract have been fully satisfied, or are settled, released, and waived by the Parties in exchange for this Agreement. The Parties expressly acknowledge that the Settlement includes compensation to EAGL for any and all Indian Creek logo merchandise from the Pro Shop ("Merchandise"), as provided for in Article X(B) of the Golf Contract. EAGL shall provide such Merchandise to City, without demand, upon execution of this Agreement. The Parties further agree that all obligations of EAGL to the City existing currently or in the past are hereby satisfied and that there are no further amounts owed by EAGL to the City for any expenses arising out of the Golf Contract. The Parties further agree that all obligations of the City to EAGL existing currently or in the past are hereby satisfied and that there are no further amounts owed by the City to EAGL for any expenses, fees, or costs arising out of the Golf Contract.

2. Mutual Settlement and Release. In exchange for the City's payment of the total sum of Two Hundred Seventy-Seven Thousand Five Hundred and No/100 Dollars (\$277,500.00) ("Settlement") to EAGL, the City and EAGL agree to fully completely, finally, and forever compromise, settle, remise, release, acquit, and discharge each other, their partners, representative (including attorneys), agents, employees, elected and appointed officials, successors and assigns and all other persons or entities in privity with them, from any and all claims, demands, debts, liabilities, and causes of action, whether known or unknown, in any manner arising out of any of the matters which are or could have been alleged in connection with or arising out of the Golf Contract, including without limitation, any claims for damages or injuries or violations of federal or state constitutional, statutory, contractual, or common law

rights arising out of the Golf Contract. EAGL and the City acknowledge they are releasing each other from everything, including all claims for damages, whether actual or exemplary, for economic, physical, mental, emotional, or any other type of description of injury or harm, including attorney's fees, expenses, or statutory penalties, arising from the Golf Contract. In the unlikely event that a claim was not released, EAGL and the City, in exchange for the Settlement recited herein, assigns such claims to the other.

3. Nonadmission of liability. This Agreement shall not be construed in any way as an admission by City or EAGL of any liability or responsibility whatsoever, or as an admission by City or EAGL of any breach of contract, wrongdoing, or violation of the law whatsoever; the consideration given by the Parties to each other under this Agreement is solely for the purpose of avoiding the expense and uncertainty of litigation. EAGL represents and warrants that it owns the claims being released in this Agreement and that no other person or entity has the authority to bring or prosecute those claims on EAGL's behalf. EAGL agrees to hold City harmless from any claims that might be asserted by, through, or under it against the City relating to any of the matters release by this Agreement, and that EAGL will indemnify City from any loss, including attorney's fees and expenses and costs of court, arising from claims released by this Agreement.

4. No representations. EAGL acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made to EAGL by any party or by any representative, agent, or employee for City. The Parties acknowledge that this Agreement correctly sets forth each party's understanding of the provisions, agreements, and obligations contained herein and that it shall be deemed drafted equally by both Parties such that any presumption of principle that the language herein is to be construed against any party shall not apply.

5. Severability. Should any provision of this Agreement be declared invalid, the validity of the remaining terms or provisions shall not be affected and shall remain in full force and effect. Notwithstanding the preceding sentence, should any action be taken by EAGL to revoke all or any part of this Agreement, the entire Agreement shall be void.

6. Remedies for Breach. Any breach of this Agreement by EAGL, will result in immediate forfeiture of the Settlement, and EAGL shall immediately repay any amount of the Settlement received from City. City shall be entitled to immediate injunctive relief to remedy any breach of this Agreement. The remedies set forth above are in addition to, and not in lieu of, any other legal or equitable remedies available to City.

7. Binding Effect. This Agreement shall inure to the benefit of the Parties, their respective heirs, beneficiaries, personal representatives, successors, and assigns. The undersigned specifically represents that they are authorized to execute this Agreement by the respective Parties and that the parties have the rights and capacities to perform the acts and grant the rights contemplated by this Agreement.

8. Written Modification. This Agreement may not be changed or modified unless the change is in writing and signed by both parties. Any assignment of this Agreement must be approved in writing by both Parties.

9. **Choice of Law.** This Agreement is made and entered into in the State of Texas, and shall be interpreted, enforced, and governed under the laws of that state without regard to the conflict of laws.

10. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between EAGL and City and supersedes all prior agreements and understandings between EAGL and City. This Agreement may be executed in any number of counterparts, each deemed to be an original.

11. **Effective Date.** This Agreement shall be effective on August 5, 2015.

EAGL
EVERGREEN ALLIANCE GOLF LIMITED, L.P.

THE CITY OF CARROLLTON

By: _____
Name: Joe Munsch
Title: President

By: _____
Name: Leonard Martin
Title: City Manager
Attest:

Krystle Nelinson, City Secretary

Approved as to Content:

Erin Rinehart, Assistant City Manager



City of Carrollton

Agenda Memo

File Number: 2154

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: August 4, 2015

DATE: July 29, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager

Consider Authorizing The City Manager To **Approve A Managed Services Contract With Eagle Golf** In An Amount Not To Exceed \$150,000.00 For Course Maintenance.

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. 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. With the course being closed to the public, basic maintenance is needed, including irrigation, mowing, debris removal, etc. Eagle will continue to provide basic maintenance to Indian Creek Golf Course until the end of the year, while the City evaluates all options for the course. The City will pay all overhead expenses and this would serve as a managed service contract for maintenance only.

FINANCIAL IMPLICATIONS:

The City will pay \$20,000/month for August 1, 2015 - December 31, 2015. The recurring fee will cover 4 positions, including a Superintendent, Assistant Superintendent and 2 Groundskeepers. In the event that the City authorizes additional Groundskeepers, they can be added for \$2,200 per month per Groundskeeper, up to a total not to exceed amount of \$150,000 for the length of the contract.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends entering into a managed service contract with Eagle Golf to include a maintenance agreement in the amount of \$20,000 per month, with the option to add additional Groundskeeper staff if necessary, in an amount not to exceed \$150,000 over the 5 month contract.

Exhibit A – Scope of Work

Article I. Maintenance

- A. Maintenance and Mowing. The turf grasses will be maintained to a level equal to or better than the current condition (August 4, 2015). Greens, tees and fairways should be the main focus on maintenance practices with special emphasis on uniformity, density, color and grooming. Current condition, weather and season to be considered. Fertilization, fungicide, pre-emergent, insecticide and weed control shall have appropriate applications at the appropriate time/season. The work plan will be agreed upon by the course superintendent and the City Park Director.
- B. Irrigation System. Once the irrigation system is fully repaired, the contractor agrees to keep the irrigation system, including pump, pump house, all piping and sprinkler heads, and radio controls in good operating condition. The Contractor will make the City aware of all repairs needed and upon approval of repair costs by the City, the Contractor will coordinate with vendors the repair and maintenance costs. The City will be responsible for the cost of all outside repair and maintenance necessary that is pre-approved by the City. Once the irrigation system is fully functional, the golf course shall be irrigated as necessary to support proper growth of the golf turf.
- C. Debris and Trash Removal. Removal of debris including limbs, trash, grass accumulation, mud, etc., will be a responsibility of the Contractor.
- D. Agronomist Review. City shall conduct inspections by an agronomist of the course condition and maintenance standards. The Contractor may receive a copy of the report.

Article II. Equipment

- A. Course Maintenance Equipment. In order to facilitate maintenance of the Indian Creek Golf Course, City will provide to Contractor equipment currently located on the premises for maintenance of the golf course. This equipment shall remain property of the City and shall be returned to the City upon termination of this Agreement. Contractor accepts the equipment, as is and in its current condition with no warranties either expressed or implied. Contractor shall be responsible for any damages and loss of any equipment caused by the negligent or intentional acts or omissions of the Contractor, his subcontractors, employees, or invitees. City shall provide to the Contractor all City owned golf course maintenance equipment existing on the Golf Course including vehicles.
- B. Maintenance of Equipment. Contractor agrees to properly store the equipment so that each piece is kept in good operating condition. Equipment is to be kept clean and serviced regularly. The City shall have the right to inspect the equipment without prior notice to insure that the equipment is being properly cared for. If, in the opinion of the City inspectors, the equipment is

not being maintained properly, a written notice to that effect shall be given to the Contractor, along with a detailed list of deficiencies. Contractor shall then have 30 working days from the delivery of said notice to correct these deficiencies and to bring the equipment back to proper working order. If at the end of the period the deficiencies have not been corrected to the City's satisfaction, the City shall have the option of terminating the contract. If mechanical repairs are necessary, a third party repair service shall be utilized and paid for by the City. All equipment maintenance will be coordinated by the Contractor and the City will pay all pre-approved expenses directly.

C. Article III. Supplies

- A. Purchase of Supplies. Contractor will coordinate purchase of all supplies, including seed, sod, sand, fertilizer, etc., necessary for maintenance of the course. **All purchases require prior authorization by the City and must follow appropriate bid laws.** The City is responsible for the cost of approved supplies and the Contractor and the City will pay any pre-approved expenses directly without a mark-up..

Article IV. Personnel

- A. Course Maintenance Staff. The Contractor will provide a Superintendent, Assistant Superintendent, and two Groundskeepers for the rate of \$20,000 per month. In the event that the City authorizes additional Groundskeepers, the rate will be \$2,200 per groundskeeper per month and will be paid on a prorated basis in the event a groundskeeper is added mid-month.

Article V. Payment

- A. Invoice for Payment. The Contractor shall invoice the City within 15 days of the month end on the previous month's personnel costs.
- B. Purchase of Supplies. The Contractor will provide necessary quotes for supplies and the City will make payment for purchases directly (**all purchases must be pre-approved by the City**).

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into by and between the CITY OF CARROLLTON, a Texas municipal corporation, located in Dallas County, Texas (hereinafter called "City") and _____, a _____ corporation with its principal offices located at _____ (hereinafter called "Contractor").

1. DESCRIPTION OF WORK

For the consideration agreed below to be paid to Contractor by City, Contractor shall provide maintenance for the City of Carrollton, hereinafter called the "Services." The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the Services set forth in the scope of services (the "Scope"), which is attached hereto as Exhibit A.

2. INSPECTION OF SITE AND COORDINATION

Contractor represents that, prior to executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of, City's Parks Director, or his designated representative, hereinafter called "Director." City is authorized to withhold payment of funds under this Contract for Services not performed in accordance with the terms of this Contract.

3. PAYMENT

Upon completion of periodic performance of the Services by Contractor, and receipt and approval of Contractor's invoices, submitted periodically to the Director, City will pay Contractor in accordance with the Scope. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by the Director. The monthly amount for the Services is \$20,000 for four positions, as defined in the Scope. The City may elect to increase the number of groundskeepers at the designated rate of \$2,200 per groundskeeper, per month. Total payments by City during the term of this Contract, however, shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), which amount (or a portion of the amount where the Contract term may exceed one year) is set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Contract.

4. TERM; SCHEDULE

The term of this Contract shall commence on August 5, 2015 and terminate on December 31, 2015, unless sooner terminated in accordance with the provisions of this Contract. The schedule for completion of the Services shall be as provided in the Scope; where the Scope does

not provide for time of completion, the schedule shall be as provided by the Director. For good cause shown by Contractor, the Director may extend the time to perform the Services.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

A. Contractor shall possess or obtain any necessary permits required by City ordinance or State or Federal law for the performance of the Services prior to commencing the Services.

B. This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Carrollton and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Contractor shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

6. INDEPENDENT CONTRACTOR

Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

7. INDEMNITY

Contractor agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of Contractor and City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. INSURANCE REQUIREMENTS

A. Contractor agrees to obtain and maintain in effect the following policies of insurance written as primary coverage and not contributing with or in excess of any coverage which it may carry. These policies will be issued by an insurance carrier with a Best's rating of at least A, VII, which affords the following coverages through self-insurance or otherwise: (a) Workers' Compensation Insurance for all Contractor's employees, including coverage under the applicable state and federal laws where the work will be performed. Contractor shall also require that all of its subcontractors maintain similar Workers' Compensation coverage, (b) Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Contractor shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Commercial General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Contractor shall also require that all of its subcontractors maintain similar general liability insurance. Contractor shall be under no obligation to provide any other types of insurance related to the property such as, but not limited to, property insurance or liquor liability insurance.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Contractor's insurer or any denial of liability by Contractor's insurer shall not exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

9. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least thirty (30) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. Contractor may, at its option and without prejudice to any other remedy Contractor may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause by giving at least thirty (30) days advance written notice of termination to City, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City shall equitably compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Contractor shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

10. NOTICES

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

If intended for City, to:

City of Carrollton, Texas
ATTN: Parks Director
1945 E. Jackson Rd
Carrollton, Texas 75006

If intended for Contractor, to:

Evergreen Alliance Golf Limited, LP
Attention: Legal Department
5861 LBJ Freeway, Suite 600
Dallas, Texas 77240

11. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City's Director. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

12. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Contractor under this Contract. City is granted the right to audit, at City's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

13. VENUE

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

14. GOVERNING LAW

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

15. LEGAL CONSTRUCTION

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

16. COUNTERPARTS

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

17. CAPTIONS

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

18. SUCCESSORS AND ASSIGNS

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

19. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

[signature page to follow]

EXECUTED this the ____ day of _____, 2015, by City, signing by and through its City Manager, and by Contractor, acting through its duly authorized officials.

CONTRACTOR

The City of Carrollton

By: _____
Name: Joe Munsch
Title: President

By: _____
Name: Leonard Martin
Title: City Manager

Attest:

Krystle Nelinson, City Secretary

Approved as to Content:

Erin Rinehart, Assistant City Manager



City of Carrollton

Agenda Memo

File Number: 2149

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *15.

CC MEETING: August 4, 2015

DATE: July 29, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing One Member To The Board Of Managers Of The Denco Area 9-1-1 District.**

BACKGROUND:

Each year the City of Carrollton votes for a member to be appointed to the Denco Area 9-1-1 District Board of Managers. The following people have been nominated:

Nominee

Sue Tejml

Nominating Municipality

City of Highland Village

City of Justin
City of Lake Dallas
City of Lewisville
Town of Copper Canyon
Town of Cross Roads
Town of Dish
Town of Double Oak
Town of Northlake
Town of Shady Shores
Town of Trophy Club

David Terre

City of The Colony

Paul Young

City of Pilot Point

Attached for your review are bios/resumes of each nominee.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approving the resolution appointing a member to the Denco 9-1-1 Board of

Managers.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco 9-1-1 DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communication District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

SECTION 1

The City of Carrollton hereby votes for _____ as the City's appointed member of the Board of Managers for the Denco Area 9-1-1 Emergency Communication District.

SECTION 2

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 4th day of August, 2015.

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney

Sue Rosson Tejml

June 2015

835 Orchid Hill Lane
Argyle-Copper Canyon, TX 76226-4526

Metro: 940-241-2216
suecoppercanyon@aol.com

PERSONAL: Native Texan; raised in Corpus Christi (Copper Canyon resident since 1991)
Married to husband Emil Tejml (engineer & attorney, retired Hoechst-Celanese VP)
(In case you wondered, his Czech name does rhyme – A mull TAY mull.)
Three adult children (all A&M grads), seven grandchildren (ages 2 to 26)
With corporate moves, we have lived in 4 states, 6 Texas cities & worked abroad
Stay-at-home mother, until I became an attorney at age 40.

EDUCATION: University of Texas at Austin (B.A. History)
University of Hawaii (all summer, literature & history of the Pacific)
Texas A&M University at Kingsville (M.A. History)
Rice University (full scholarship for PhD History, lack dissertation for degree)
New York University Law School (2 years) - U. of Houston Law School (LL.B.)

MAYOR: Town of Copper Canyon for 10 years; re-elected unopposed 6th term 2015-2017
2015 Copper Canyon ranked #6 in Ten Best Neighborhoods in DFW Metroplex by Dallas Morning News, ranked #4 in safety for residents

Leadership North Texas Graduate – North Texas Commission – 2015 Class 6

Denco 911 – Board of Managers 2013-2015; nominee for 2nd term 2015-2017

“What’s Happening in Copper Canyon”

For 10 years I have personally written this monthly Mayor’s column in *The Cross Timbers Gazette*, a local newspaper with 37,000 circulation. (Second in circulation in Denton County only to the *Dallas Morning News*.) This has been my attempt to keep residents informed of events in our Town and also of subjects of general interest in the area – roads, water, gas well drilling, etc.

Initiated Annual Denton County Mayors Crime Luncheon (2012-2015)

The goal was to coordinate information on area crime between the Mayors, their Police Chiefs, the Denton County Sheriff’s Office, the Commissioners Court, our Texas Legislature representatives, and our US Congressman.

Denton County Emergency Services District #1

Our small Town’s dilemma was inability to adequately fund emergency services. The Founding Committee’s task was to educate residents on the benefits of an ESD. The ESD would collectively provide fire and emergency medical services to the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and FWSD #6 and #7 in Lantana. But a specific property tax would be needed to fund it. ESD#1 was created in 2006 by a 62% positive vote in a district-wide election.

Drafting Committee: "Best Practices for Municipalities and Gas Pipelines"

(Adopted 2010 by most cities and pipeline corporations with gas pipeline operations in Denton County.) This was a collaborative effort of Mayors, Denton County Commissioners, and the Texas Pipeline Association. The goal was to **expedite safe pipeline construction**, but with a **minimal impact** on landowners, local businesses, and future development plans of each city.

Argyle Volunteer Fire District Board (Served 10 years, 2005 to present)

Neighborhood Watch and Crime Prevention

Copper Canyon does not have a police department. Resident Block Captains were recruited for each street in town. The Town Council then contracted to pay for two Sheriff's Deputies dedicated to Copper Canyon for 80 hours per week. On every shift the Deputy patrols each street in Copper Canyon at least once and sometimes twice. The result has been a virtually crime free community for the past seven years. (It helps that the town is a stable community with neighbors personally knowing each other for years.)

LEGAL: Solo Attorney 15 years (General Civil Practice - municipal, family law, oil & gas)
Matagorda County Bar Association - President
State Bar of Texas - State CLE Committee
District 5 Admissions
Texas Bar Foundation - Life Member

FAMILY LAW: Board Certified Family Law (for 10 years)
Texas Supreme Court Committee on Child Support Guidelines
Texas Supreme Court Committee on Child Visitation Guidelines

MUNICIPAL: City Attorney of Bay City, Texas (for 6 years; population approx. 20,000)
Municipal Prosecutor
Legal Advisor to Police Department
Bay City Home Rule Charter Commission (elected public office, Co-Chairman)
Texas City Attorneys Association

VOLUNTEER: CASA of Denton County (2 years)
(Volunteer as a Court appointed Special Advocate for abused children)
HUG Romania – Volunteer in a Romanian orphanage for 3 weeks
CERT trained for Town of Copper Canyon's Emergency Response

INTERESTS: **Home Design:** Designed 5 of our family homes, including in Copper Canyon
Misc.: Computer, cooking, dollhouse miniatures, hunting, organic gardening
Read: Biography, history, current global events, 1800's British romance novels

WORLD TRAVEL: **Eisenhower "People to People Ambassador"** – Texas guest of China's Department of Justice for one month with 50 American women attorneys & judges

Have visited for a week to a month each in: Alaska, Australia, Bermuda, Beirut, Canada, China, Czech Republic, England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Romania, Russia, Saudi Arabia, Scotland, Singapore, Switzerland, Tahiti, Turkey, Venezuela, & Wales.

Hope to visit: Africa, Argentina, Brazil, Egypt, India, Israel, New Zealand, Peru, & Tasmania.

David Terre
3941 Teal Cove
The Colony, Texas 75056

EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods. Rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany; worked in Marketing, coordinating successful new product introductions; and, also managed West Coast Distribution Operations. Retired in 2008.

THE COLONY PLANNING and ZONING COMMISSION

Served 3 years- 2008 thru 2011 as a member and Vice Chair of the board.

THE COLONY CITY COUNCIL

- Elected in 2011 and received the honor of being elected Mayor Pro Tem during my first term.
- In 2012 appointed to the Local Development Corporation Board of Directors to oversee Grandscape (Nebraska Furniture Mart) Development.
- In 2013 became the first Council Member from The Colony to ever be elected to Denton County Tax Appraisal District Board of Directors.
- Was reelected in 2014 to a second term on council, receiving 71% of the total vote in a three candidate race.

HONORS RECEIVED

1982 Drake University Basketball Hall of Fame

1994 Moberly Community College Basketball Hall of Fame

1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team.

1999 Received Wilson Wall of Fame Honor

2007 Selected as Moberly Community College Outstanding Alumni of The Year

2013 Received Washington High School Hall of Honor Award

WHY I BELIEVE I AM UNIQUELY QUALIFIED and VERY MUCH DESIRE to SERVE ON THE Denco Area 9-1-1 BOARD of MANAGERS

Throughout my life I have served in leadership positions, particularly during my Wilson career and my City Council work. My formula for success has always been to work hard, stay organized, use common sense and live by the Golden Rule. I would apply this same approach as a member of the Denco Area 9-1-1 Board of Managers.

I totally embrace the mission statement to provide an efficient, effective, enhanced 9-1-1 Emergency Telecommunications Systems Service to all Denton County residents, and will always work hard to achieve that end result. I ask that you would grant me this opportunity by electing me to serve on the Denco Area 9-1-1 Board of Managers.

PAUL YOUNG

940-390-4685

670 W Walcott, Pilot Point, TX 76258
paul_young5@yahoo.com

Objective

Denco 911 Board

Education

- Weatherford College 2013 – AAS Fire Administration
- Weatherford College 2013 – AAS Fire Protection Technology
- Considered for Phi Theta Kappa
- Texas Commission on Fire Protection – Master Firefighter
- Texas Commission on Fire Protection Fire Instructor II
- Texas Commission on Fire Protection Field Examiner
- UT Southwestern EMT Basic 1988
- Metrocrest Medical School – Paramedic 1995
- National Fire Academy – Fire Service Supervision 2008
- Wildland Firefighter I Red Card 2009

Experience

May 2014 – Present

Pilot Point City Council – Place 1

October 1984 – March 1988 Volunteer Firefighter

Lewisville Volunteer Fire Department | Lewisville, TX

March 1988 – September 2014 Firefighter Paramedic

Lewisville FD: Served on the Strategy and goals committee for the Lewisville Fire Department
Trained new paramedics and assisted in continuing education for current paramedics as Field Training Officer from 2001-2006
Acted as a Second Driver Engineer from 1990 - present
Firefighter / Paramedic for the Lewisville Fire Department
Fire Dispatcher May 2014 –September 2014

2008-2010 Chief Officer

Pilot Point Fire Department

Division Chief of Operations, Assistant Chief and Interim Fire Chief

Directed day to day operations, commanded emergency operations, created budget

Oversaw final inspection and acceptance of new 2000 gallon water tender

Chaired the Brush Truck Spec committee for Pilot Point Fire Department

Wrote and awarded a grant for \$47,000 from the Assistance For Firefighters fund

2010 - 2013 Firefighter / Paramedic

Texas Motor Speedway

On - track Firefighter / Jump Medic

2005 - 2010 Pit Road Medic

Texas Motor Speedway

1997 - 2003 Firefighter / Paramedic

Highland Village Fire Department

Part time Firefighter / Paramedic

Responsible for training new paramedics and newly hired fire officers

Coordinated renovation and construction of the dormitory for the fire station

Assisted in the transition from an all-volunteer department to a combination department

Substituted for Captains on leave

1998 Paramedic

Pilot Point Ambulance Service

1994-1996 Volunteer Firefighter

Pilot Point Volunteer Fire Department

Firefighter, Assistant Chief, and Captain

Skills

- Computer literate, able to use Windows 7 Pro, MS Office 2010, mapping programs
- Working knowledge of dealing with underfunded and understaffed fire departments
- Familiarity in both rural, and suburban firefighting techniques
- Working knowledge of current dispatching systems used by Lewisville FD/PO

Professional References

Chief Joe Florentino

Little Elm Fire Department

Little Elm, Tx.

469-853-4229

Chief Ken Swindle

Krum Fire Department

Krum, TX

972-571-6330

Calvin Allison (ret)

Clear Water, Florida

903-815-1582



City of Carrollton

Agenda Memo

File Number: 2158

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *16.

CC MEETING: August 4, 2015

DATE: July 30, 2015

TO: Leonard Martin, City Manager

FROM: Andrea Roy, Economic Development Manager

Consider A **Resolution Approving The Terms And Conditions Of A Modified Tax Incentive Policy To Include Grants For Performance-Based Job Creation.**

BACKGROUND:

As Carrollton matures, staff and City Council continue to explore new ways in which to retain existing businesses and attract new businesses. The addition of a new performance-based Job Creation Grant policy will provide the City with another tool to offer those companies which possess quality employees and are seeking to expand or locate in Carrollton.

As stated within the policy, each request will be considered on a case-by-case basis, evaluating the number and type of jobs for which a company seeks benefit. In accordance with the policy, only jobs which provide an average annual wage above the current mean annual wage of the Dallas-Plano-Irving metro area are eligible to seek assistance. The current mean annual wage for the Dallas-Plano-Irving metro area is \$49,060, as reported by the Bureau of Labor Statistics. Qualifying recipients may be eligible to receive from \$100 to \$2,000 per new job.

Definitions of both average annual salary and full-time equivalent positions have been established within the policy to ensure consistent application.

FINANCIAL IMPLICATIONS:

Approval of the resolution may result in future financial obligations for qualifying recipients of a Job Creation Grant. Each request for grant assistance will be considered by the City Council. Benefits will be decided on a case-by-case basis and will be dependent upon available funds.

IMPACT ON COMMUNITY SUSTAINABILITY:

In accordance with the Economic Development plan of enhancing the tax base and attracting quality employers, the proposed modifications to the Tax Incentive Policy to include performance-based Job Creation Grants will aid the City in retaining and attracting quality

employers, which will enhance the city's economic base while diversifying and expanding job opportunities.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council approve a resolution to modify the Tax Incentive Policy to include performance-based Job Creation Grants.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A MODIFIED TAX INCENTIVES POLICY TO INCLUDE GRANTS FOR PERFORMANCE-BASED JOB CREATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 7, 2003, the City of Carrollton, Texas (“City”), adopted Resolution No. 2733 which, under certain criteria, provided for a tax reduction for new taxable property pursuant to the City’s authority under chapter 380 of the Texas Local Government Code; and

WHEREAS, modification to this policy will provide for performance-based job creation grants in order to attract employment, promote local economic development, and stimulate business and commercial activity within the City; and

WHEREAS, upon full review and consideration of the attached Tax Incentive and Job Creation Policy, marked Exhibit A, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved;

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

Section 1

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

Section 2

The terms and conditions of the attached Tax Incentive and Job Creation Policy having been reviewed by the City Council of the City of Carrollton, Texas and found to be acceptable and in the best interest of the City of Carrollton and its citizens, are hereby in all things approved.

Section 3

This resolution shall take effect upon passage.

PASSED AND APPROVED ON AUGUST 4, 2015.

City of Carrollton, Texas

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

Approved as to form:

Meredith Ladd
City Attorney

Approved as to content:

Thomas Latchem
Economic Development Director

EXHIBIT “A”



TAX INCENTIVE & JOB CREATION POLICY

**CITY OF CARROLLTON, TEXAS
Economic Development
1945 E. Jackson Rd.
P.O. Box 110535
Carrollton, TX 75011-0535**

Policy Overview

The City of Carrollton is dedicated to achieving the highest quality of development, infrastructure, and quality of life for its citizens. These objectives are met, in part, by the enhancement and expansion of the city's economy. Additionally, the competitive nature of other municipalities on the local, state and international levels necessitates additional inducements to attract business to the community. The city's "pro-business" philosophy is designed not only to attract high quality companies but to retain them as well. These incentives are offered on a "case by case" review of each incentive application. Nothing herein shall imply or suggest that the city of Carrollton is precluded from considering other options which would further the best interests of the city. A reduction in Taxes may be granted by tax abatement or grant utilizing 380.001 of the Texas Local Government Code.

Additionally, the attraction of quality employers to the City, which positively contributes to the Carrollton economy, is a priority of the City. In order to recruit and retain such desirable employers and make Carrollton a place where companies wish to locate and invest, the City may provide job creation grants based on the number and type of new full-time equivalent positions. Performance-based job creation grants may be granted under the authority of section 380.011 of the Texas Local Government Code.

Review Criteria

Any consideration for a tax reduction is reviewed by the Carrollton City Council. The review process is considered on the "Value Added" elements of the project. A tax reduction applies only to new construction activities, whether a new facility or expansion of an existing building.

Value of New Construction Incentives

The subjective criteria for applicants' project outlines in Section 2 under Review Criteria will be used by the City Council in determining whether or not it is in the best interest of the city to recommend that a tax reduction be offered to a particular applicant planning to construct a new facility. Specific considerations will include the degree to which the individual project furthers the goals and objectives of community, as well as the relative impact of the project.

After it has been determined that a tax reduction be offered, the approximate value of that incentive can be calculated from the following table. However, this table should only be used as a guide for incentives, since each project is evaluated individually.

Value of Project	Terms of Reduction	% of reduction
\$50,000,000	10 years	50%
\$35,000,000	9 years	50%
\$20,000,000	7 years	50%
\$10,000,000	5 years	50%
\$ 5,000,000	3 years	30%

Expansion or Modernization of Existing Facility Values of Incentives

Overview:

A tax reduction will only be considered for the increase in valuation above the existing valuation of that property. This reduction will be a maximum of ten years. The amount and terms to be determined by factors such as: costs to the city, project's increased valuation to the tax base, new jobs and business expansion to the city as a result of the proposed project. Minimum standards proposed for an expansion project (except projects planned for business expansion in the I-35 Freeway Corridor) are:

1. 250 jobs created or retained
2. Expansion or modernization increases the valuation of existing facility by a minimum of 30%
3. 5-year lease, and not occupied by the owner

Facilities in the IH-35 Freeway Corridor

A tax reduction regarding expansion or modernization of existing facilities will only be considered for the increase in valuation above the existing valuation of that property. There is a maximum of ten years. New facilities may include reductions on real and personal for a maximum of ten years. Amount and terms of the reduction are determined by factors such as: costs to the city, projects increased valuation to tax base, and new jobs created by the new or expanded facility. Minimum standards for proposed expansions and new projects in the IH-35 Corridor are:

1. Locations within the Freeway Incentive Zone
2. New construction or expansion or modernization of an existing facility that increases the property valuation by at least 50%
3. 30 new jobs
4. 5-year lease, if not occupied by owner
5. Compliance with all applicable zoning requirements

Neighborhood Retail/Commercial Reinvestment

For reinvestment (either expansion or modernization) of existing sites or facilities built over 15 years prior to the date of consideration, a tax reduction or rebate will be considered only for the increase in valuation resulting from the reinvestment, and for a maximum of 10 years. Tax reduction or rebates will only be considered for those sites or facilities located in older neighborhoods or areas throughout the city. The amount and terms of the reduction will be determined on a "case by case" basis, considering factors such as age of the facility or site, the value of the reinvestment as a percentage of the previous year's assessed value, and the potential impact of the reinvestment project on the surrounding neighborhood.

Inventory Tax Reduction

New and Expanding Facilities:

The city of Carrollton may reduce the amount of inventory by a grant. This program is designed to encourage large inventory companies to relocate or expand in the city. Percentage of the grant is determined on a "case by case" basis. Total employment, inventory value, and facility value are some of the factors that determine the grant percentage. Minimum requirements are:

New Facilities:

- Minimum of \$50 million annual inventory
- Create at least 200 jobs
- Facility value of at least \$5 million

Existing Companies and Expanding Facilities:

- Minimum of \$40 million annual inventory
- Create at least 100 new jobs
- Expand existing facility by at least 50%

Restaurant/Office Incentive, Highlands Development

A tax incentive for new investment in sit-down restaurant or office projects in the Highlands Development will be considered for the increase valuation above the existing valuation of the property. Incentives are designed to stimulate the development of restaurants and offices for a limited number of years and in accordance with the following prescribed design and size:

1. Locations within Highlands Development
2. Minimum of 5,000 square feet of floor space
3. No drive-through windows or service
4. Maximum incentive length shall be five years
5. Maximum tax reduction shall be 30 percent
6. Must meet all zoning and other city requirements

Gasoline Service Station Rebate

For vacated gasoline service stations, which provide a threat to the public safety and a negative impact on surrounding property values, a rebate will be considered for facility demolition for the amount equal to demolition costs. The amount and terms of the rebate will be determined on a

“case by case” basis, considering factors such as age of the facility or site, the value of the property based on the historical assessed value, and the potential impact of the demolition project on the subject property as well as the surrounding properties.

Job Creation Grant

A performance-based job creation grant may be authorized in order to attract companies to, and/or retain companies in, Carrollton. Those companies hiring, and/or relocating, employees to Carrollton, which are paid an average annual full-time equivalent salary above the City's mean annual wage, may be eligible for a Job Creation Grant. Assistance may be provided by granting from \$100 up to \$2,000 per new job created and located in Carrollton. The City's current mean annual wage shall be determined by the current published Mean Annual Wage for All Occupations in the Dallas-Plano-Irving, TX Metropolitan Division, as reported by the Bureau of Labor Statistics.

For purposes of this policy, average annual salary shall be calculated by totaling the annual salary (to include any paid bonuses, commission and/or incentive pay) of all full-time positions in a given calendar year and dividing that figure by the number of positions.

Further, a full-time equivalent position shall be considered a position that is paid a total of two thousand and eight (2,080) hours annually and issued an Internal Revenue Service W-2 form by the employer.

Each application is determined on a case by case approach and provision of the grant shall be at the sole discretion of the City Council.



City of Carrollton

Agenda Memo

File Number: 2148

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *17.

CC MEETING: August 4, 2015

DATE: July 29, 2015

TO: Leonard Martin, City Manager

FROM: Andrea Roy, Economic Development Manager

Consider A **Resolution Authorizing The City Manager To Enter Into A Chapter 380 Economic Development Grant Incentive Agreement With Murata Electronics, North America, Inc.**

BACKGROUND:

Murata Electronics is an established international electronics company headquartered in Smyrna, Georgia. Murata intends to relocate its Dallas Area Product Development and Research and Development facility to Carrollton to meet its growth needs. The company will lease approximately 28,000 square feet of office space in the International Business Office Park Complex (4100 Midway Road), with employment growing from approximately 85 employees to up to 130 employees within 4 years. The company is engaged in the design, manufacture, and supply of advanced electronic materials for mobile phones, home appliances, automotive applications, energy management systems, and healthcare. With an annual estimated payroll of \$17 million, Murata wages will exceed the current average annual wage of the Dallas-Plano-Irving metro area.

Chapter 380 Incentive Agreement

- *Performance-Based Job Creation Grant:* Minimum 100 jobs and up to 130 jobs, with \$1,000 per job payable annually to Murata over a 4-year period upon confirmation that the jobs have been created and retained.
- *Grant Incentive:* Equivalent to 100% of building permit fees, not to exceed \$10,000, provided after receipt of Certificate of Occupancy.
- *Expedited Permitting Process:* A single point of contact plans examiner will be assigned to the project to coordinate all details regarding tenant finish-out in order to expedite the review and permitting process.

FINANCIAL IMPLICATIONS:

Under the city's grant program, Murata is eligible to receive a grant not to exceed a total of

\$140,000 (job creation grant + building permit fees) over the life of the incentive agreement (January 1, 2016 to February 15, 2020).

IMPACT ON COMMUNITY SUSTAINABILITY:

In accordance with the Economic Development plan of enhancing the tax base and attracting quality employers, this project meets all criteria. Attraction of quality employers will enhance the city's economic base while diversifying and expanding job opportunities.

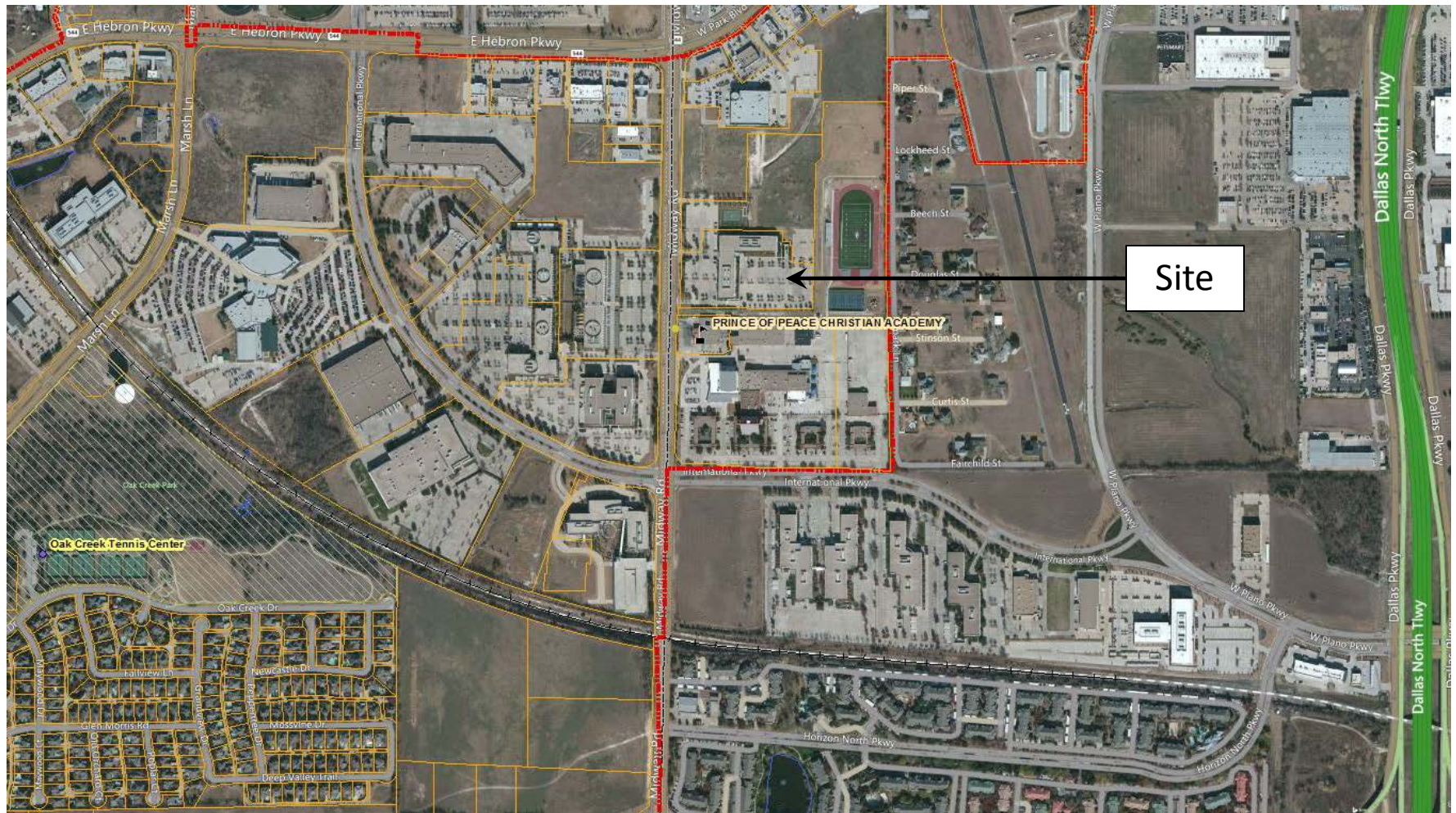
STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council approve a resolution authorizing the City Manager to enter into an economic development grant incentive agreement with Murata Electronics, North America, Inc.

INTERNATIONAL BUSINESS PARK
4100 Midway
Carrollton, Texas



4100 Midway Road



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND MURATA ELECTRONICS, NORTH AMERICA, INC., ESTABLISHING A PROGRAM OF GRANTS IN AN AMOUNT NOT TO EXCEED \$140,000 FOR JOB CREATION AND GRANT INCENTIVE RELATED TO BUILDING PERMIT FEES IN ORDER TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN AGREEMENT BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Carrollton, Texas (“City”) has received a request for grant incentives from Murata Electronics, North America, Inc. (“Murata”) related to job creation as a result of Murata occupying approximately 28,000 square feet located at 4100 Midway Road (“Premises”) which will promote local economic development and stimulate business and commercial activity within the City, as further set forth in the Economic Development Incentive Agreement between Murata and the City, attached hereto and incorporated for all purposes as if written word for word herein, as Exhibit “A”; and

WHEREAS, Murata has entered into a lease for the Premises for a period not less than ninety-one (91) months during which time, Murata will establish and create jobs that benefit the local economy and stimulate commercial activity within Carrollton; and

WHEREAS, Murata has requested grant incentives for job creation not to exceed \$130,000, for the creation of not less than 100 jobs, and up to 130 jobs ; and

WHEREAS, Murata has requested grant incentives related to the payment of building permit fees not to exceed \$10,000 to assist in offsetting the costs of necessary building finish out; and

WHEREAS, the total grant package requested by Murata under the Agreement is an amount not to exceed \$140,000; 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, Texas (“City Council”) has adopted, in order to promote local economic development and stimulate business and commercial activity within the City, a Tax Incentive and Job Creation Grant Program (a Chapter 380 Economic Development Program);

WHEREAS, the Agreement with Murata complies with the requirements of the Tax Incentive and Job Creation Grant Program; and

WHEREAS, upon full review and consideration of the Agreement with Murata, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager shall be authorized to execute the Agreement 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 true and correct and are incorporated herein and made part hereof for all purposes.

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, substantially according to the terms and conditions set forth in the Agreement and this Resolution, in an amount not to exceed \$140,000.

Section 4

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON 4th OF AUGUST 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant,
Mayor

ATTEST:

Krystle Nelinson,
City Secretary

Approved as to form:

Meredith Ladd,
City Attorney

Approved as to content:

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 ("City"), and Murata Electronics, North America, Inc., on behalf of RF Monolithics, Inc. and Murata Energy Solutions Americas, Inc. ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the design, manufacture, and supply of advanced electronic materials, leading edge electronic components, and multi-functional, high-density modules for mobile phones, home appliances, automotive applications, energy management systems, and healthcare, and will occupy approximately 28,000 square feet of existing property located at 4100 Midway Road (the "Premises"), in the City of Carrollton; and

WHEREAS, Company has entered into a lease for the Premises for a period not less than ninety-one (91) months during which time, Company will establish and create jobs that benefit the local economy and stimulate commercial activity within Carrollton; and

WHEREAS, the Company will invest approximately \$1,000,000 in renovating the Premises for its use and relocation of its employees; and

WHEREAS, the Company plans to locate not less than 100 and up to 130 employees on the Premises with an annual salary in excess of \$100,000; 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 has performance-based economic development incentive programs, adopted in compliance with Texas Local Government Code chapter 380, to provide financial incentives in exchange for the creation of jobs; 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 locate its product development and research and development facility in the City of Carrollton 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 the Company, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

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

“Average Annual Salary” shall be calculated by totaling the annual salary (to include any paid bonuses, commissions and/or incentive pay) of all Jobs present on the Premises in a given calendar year and dividing that figure by the number of Jobs.

“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.

“Job” shall mean a permanent, full-time Company employment position for an employee who is located on the Premises; each employee of a Job must be paid a total of two thousand and eighty (2,080) hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Premises” is defined as the Real Property leased by Company and located at 4100 Midway Road, Carrollton, Texas.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until March 31, 2020 (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:

3.1 **Occupancy of Property.** On or before November 1, 2015, subject to extension for Events of Force Majeure, the Company will occupy approximately 28,000 square feet at the Premises and will construct any necessary improvements, as evidenced by the Company obtaining a Certificate of Occupancy (or applicable equivalent); and

3.2 **Performance.**

(A) The Company agrees and covenants that it will create not less than 100 Jobs and up to

130 Jobs, with an Average Annual Salary of not less than \$100,000, at the Premises by December 31, 2020. The Certificate of Compliance required in order for Company to be eligible to receive payment of a grant equaling \$1,000 per new Job locate at the Premises shall be prepared by Company at the close of each Agreement Year.

- (B) Company covenants and certifies that Company does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code.
- (C) Company shall not fail to render for taxation any property located within the City of Carrollton.
- (D) Company shall not fail to render for taxation any property located within the City of Carrollton, nor shall it allow the ad valorem taxes owed to the City on any property owned by Company and located within the City of Carrollton to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- (E) Company shall not allow any other assessed municipal fees, bills, or fines to become delinquent.

Article IV Economic Development Grant

4.1 Grant.

- (A) For the Term, City agrees to provide the Company an annual grant equivalent to \$1,000 per new Job added in the prior calendar year, in an amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000).
- (B) The City will provide a grant to Company which will be the equivalent of up to one hundred percent (100%) of all permitting fees charged by the City for the construction costs of the improvements to the Premises, with the City's share being an amount not to exceed Ten Thousand Dollars (\$10,000) from effective date of this Agreement for a period not to exceed forty-eight (48) months.
- (C) The total amount of the City's grant award under this Agreement shall not exceed \$140,000 for the combined grants for permitting reimbursement and Job creation.

4.2 Grant Payment Requirements and Schedule.

- (A) The grant payment, representing up to 100% of the cost of permitting fees, will be remitted to Company within thirty (30) days of receipt of a written request, with documentation evidencing payment of such fees and a certificate of occupancy for the Premises.

- (B) Except as otherwise indicated, the Company shall be entitled to the grant award for Job creation in accordance with the following requirements and schedule:

Agreement Year	Coverage Period	Certification Due	CITY Fiscal Year
1	January 1, 2016 to December 31, 2016	February 15, 2017	FY17
2	January 1, 2017 to December 31, 2017	February 15, 2018	FY18
3	January 1, 2018 to December 31, 2018	February 15, 2019	FY19
4	January 1, 2019 to December 31, 2019	February 15, 2020	FY20

- (C) If at any time during the Term, Company fails to maintain the previous year's number of Jobs, the Company forfeits the grant for the applicable year. Company will not again be eligible to receive a grant until such time as the Job numbers have returned to the level prior to the reduction. Only Jobs added above the level which existed prior to the reduction will be eligible to receive a grant.
- (D) Subject to compliance with Article III above, Company shall submit the Annual Certificate of Compliance form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than February 15 of each year beginning on February 15, 2017, in order to receive payment of an annual Grant as provided herein, the year for which payment is requested. Company shall submit to the City documentation supporting Company's grant request and demonstrating proof of Jobs adequate to justify Company's receipt of the annual grant. A failure to provide the Certificate of Compliance and supporting documentation by the date set forth above is an event of default and, if not cured, may result in an immediate and complete forfeiture of the grant.
- (E) City shall remit the grant funds to the Company within forty-five (45) days of the receipt of the attached Annual Certificate of Compliance, with any necessary supporting documentation that may be reasonably requested by the City.

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 Company terminates or breaches the lease for the Premises; or

(3) 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 **Effect of Termination/Survival of Obligations.** 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 rights, obligations or default(s) that existed prior to such termination or as otherwise provided herein and those rights, liabilities and obligations shall survive the termination of this Agreement, including, 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 related to the job creation and annual salaries associated with this Agreement. Company shall retain such records, and any supporting documentation for the period required by Texas laws and regulations applicable to municipalities and/or economic development incentives.

6.2 **Accessibility.** Company gives the 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 property belonging to or in use by the Company pertaining to the grant provided under this Agreement (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to the 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 the City. In no event shall the City's access to the Records include any access to any personal and/or medical data of any employees of Company.

The Company shall not be required to disclose to the City any information that by law the 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 the 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 the Company. The rights to access the Records shall terminate three (3) 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 the Company for the period required under Texas laws and regulations applicable to municipalities and/or economic development incentives. The 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. The 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 the 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 the Company files for bankruptcy, whether involuntarily or voluntary, the 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. **Notice.** 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:
Murata Electronics, North America, Inc.
Attn: Farlin Halsey, Vice President Strategic Marketing
4100 Midway Road, Suite 2050
Carrollton, Texas 75007

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. **Authorized to Bind.** 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. **Counterparts.** 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 FORM:

APPROVED AS TO CONTENT:

Meredith Ladd, City Attorney

Thomas Latchem, Director of Econ. Dev.

COMPANY

Murata Electronics, North America, Inc.
on behalf of RF Monolithics, Inc. and
Murata Energy Solutions Americas, Inc.

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of Murata Electronics, North America, Inc. on behalf of RF Monolithics,
Inc. and Murata Energy Solutions Americas, Inc., known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the same for
the purposes and considerations therein expressed, in the capacity therein stated and as the act
and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 2015.

(seal)

Notary Public

Printed or Typed Name of Notary Public

My commission expires: _____



Exhibit "A"

City of Carrollton Annual Certificate of Compliance

Murata Electronics, North America, Inc.

Term: 2017 - 2020

CRITERIA EVALUATED

- Min. 100 and up to 130 new full time positions by December 31, 2020
- Average annual salary of \$100,000
- Occupancy of approximately 28,000 sq. ft. at 4100 Midway Road, Suite 2050, Carrollton, TX

No tax or fee delinquencies (all tax levies of all tax accounts must be paid no later than January 31 of each year)
No undocumented workers

JOBS

Category	
# of New Jobs created during the last calendar year	
Total # of Jobs created during last calendar year	
*Average Annual Full-Time Salary	\$

**To be calculated based on total number of jobs, not only new jobs added during the subject time period.*

Indicate the calendar year to which the above information applies:

January 1, 20____ through December 31, 20____.

CERTIFY

I hereby certify that, to the best of my knowledge and belief, the information provided herein are true and accurate and in compliance with the terms of the economic development agreement with the City of Carrollton.

Printed Name and Title of Certifying Officer

Signature of Certifying Officer

Date

Phone

Email

Note: This form is due by February 15 of each year beginning on February 15, 2017, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Carrollton
Finance Department
PO Box 110535
Carrollton, TX 75011-0535



City of Carrollton

Agenda Memo

File Number: 2151

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *18.

CC Meeting: August 4, 2015

Date: July 29, 2015

To: Leonard Martin, City Manager

FROM: Peter J. Braster, Senior Development Manager

Consider A **Resolution Authorizing The City Manager To Enter Into A Redevelopment Incentive Agreement With The Owner Of 1017 South Broadway.**

BACKGROUND:

In June of 2007, City Council adopted the *Retail Re-Development and Rehabilitation Grant Program* ("Grant Program") to provide financial incentives to existing retail shopping centers and other retail facilities for enhancements and/or redevelopment. In 2013 the City Council amended the program to include Historic Downtown Carrollton. The program is attraction/retention-based with the goal of attracting new business to Downtown Carrollton.

City staff has been working with the owners of Cuban Dulceria International Bakery (2662 North Josey Lane) to open a second location. The bakery owners have identified David Oldfield's building at 1017 South Broadway as a desired site. Redevelopment of the building into a bakery meets the goals of the Grant Program, based upon the criteria established by City Council. Mr. Oldfield has requested a grant from the City under the terms of the Program. The requested grant would provide the funds for a new sign. In accordance with the Program, the grant would be reimbursement-based.

The property is located in the (TC) Transit Center Urban Core Zoning Sub-District. As with any zoning district in Carrollton, the owner is required to provide sufficient parking spaces for any intended use. However, the Transit Center Zoning allows for either curb-side parking to be counted as part of the parking requirements and/or payment of a fee-in-lieu of parking to the City for any remaining unmet on-site parking requirements. It is expected that the property will be short approximately 2 curb-side parking spaces. The grant will allow the owner to comply with the City's parking requirements without having to pay the fee-in-lieu of parking (i.e. the City will pay itself).

The property is located within a Neighborhood Empowerment Zone. Therefore, building

permit and inspection fees for the improvements and other contractor registration and licensing are included as part of this incentive package. All applicable building permits, contractor registrations and licensing must be obtained prior to the commencement of any construction work. In addition, all applicable City health inspection permit fees will be included as part of this incentive package.

On July 1, 2015 the City Council's TOD Sub-Committee voted unanimously to recommend approval of this incentive.

FINANCIAL IMPLICATIONS:

Under the Grant Program of the City, Oldfield David E & Ilene Evelyn 2009 Revocable Trust (Owner) is eligible for a grant not to exceed \$6,500 for the timeframe of August 31, 2015 to November 1, 2015.

IMPACT ON COMMUNITY SUSTAINABILITY:

In accordance with the Economic Development plan of enhancing the tax base through redevelopment and business attraction, this project meets all criteria. Additionally, new restaurant attraction has long been a goal of the City.

STAFF RECOMMENDATION/ACTION DESIRED:

The attached agreement outlines the terms and conditions of the grant. It is recommended the Council approve the resolution and authorize the City Manager to enter into a redevelopment agreement with Oldfield David E & Ilene Evelyn 2009 Revocable Trust.

Attachment A Location Map and Proposed Sign



1017
SOUTH
BROADWAY

PROPOSED SIGN

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND OLDFIELD DAVID E & ILENE EVELYN 2009 REVOCABLE TRUST, ESTABLISHING A PROGRAM OF GRANTS IN AMOUNTS NOT TO EXCEED \$6,500 FOR 1017 SOUTH BROADWAY STREET 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 Council has been presented a proposed agreement, which is attached hereto as Exhibit A, between the City of Carrollton, Texas and Oldfield David E & Ilene Evelyn 2009 Revocable Trust ("Agreement"), establishing a program of grants in an amount not to exceed \$6,500 for the redevelopment of 1017 South Broadway, which property is further described in Attachment 1 and attached hereto and incorporated for all purposes, in order to promote local economic development and stimulate business and commercial activity within the City in accordance with the City's Retail Re-Development and Rehabilitation Grant Program (a Chapter 380 Economic Development Program); and,

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

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

Section 1

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

Section 2

The City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in the Agreement and this Resolution, but not to exceed \$6,500.

Section 3

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON AUGUST 4, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT:

Peter J. Braster
Senior Development Manager

Ravi Shah
Director of Development Services

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Carrollton, Texas (the "City"), a Texas municipality, and Oldfield David E & Ilene Evelyn 2009 Revocable Trust ("Owner"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Owner has certain real property, including a building, commonly known as 1017 South Broadway Street, located in downtown Carrollton (the "Property"), as generally depicted in Exhibit "A", attached hereto and incorporated by reference, as if written word for word herein; and

WHEREAS, Owner has entered into a lease with Cuban Dulceria International Bakery ("CDIB") to locate a restaurant on the Property, furthering a City goal of increasing amenities to residents; and

WHEREAS, Owner intends to rehabilitate the existing building on the Property, which is not suitable for CDIB's proposed restaurant activities; and

WHEREAS, Owner will construct all necessary on-site improvements to serve the Property; 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 Owner as an economic development incentive to use for rehabilitating the building on 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 Owner, 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:

"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 Owner’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until February 26, 2016 (the “Term”), unless sooner terminated as provided herein.

Article III Obligations of Owner

In consideration for the grant of public funds as set forth in Article IV below, the following obligations are agreed to by the Owner:

3.1 **Development of Property.** Subject to extension for Events of Force Majeure, the Owner agrees: (A) to begin construction on the improvements, as set forth below, no later than August 31, 2015, as evidenced by Owner or Lessee obtaining a building permit for the Property; and (B) that build out of the Property will be substantially complete by November 1, 2015, as evidenced by a Certificate of Occupancy (or applicable equivalent) for the building located thereon; provided, however, an extension of this date may be granted based upon market conditions; and

3.2 **Performance.** Owner agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, construct improvements and/or rehabilitate the structure on the Property in order to facilitate the occupancy of the Property by CDIB; and

3.3 **Improvements.** Owner shall, during the term of this Agreement, make real property improvements in and on the Property to consist of the rehabilitation of an existing structure necessary for its use and occupancy as a restaurant, as generally depicted in Exhibit “A”, as such plans may be further amended and approved pursuant to applicable laws, and such other improvements on the Property as may be owned and managed by Owner.

Article IV Economic Development Grant

4.1 Grant.

(A) The City will reimburse Owner for the “Improvement Costs” with the City’s share being an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00). For the purposes of this Section 4.1(A), Improvement Costs shall include costs related to new signage for the restaurant. The City will remit reimbursement within fifteen (15) days of the receipt of written invoice or documentation evidencing the total actual costs of the work performed prior to the date of such request, including any necessary supporting documentation that may be reasonably requested by the City.

(B) The Property is located within a Neighborhood Empowerment Zone. Therefore, in addition to the reimbursement provided for in Subsection (A) above: (i) building permit and inspection fees for the improvement and other contractor registration and licensing are included as part of this incentive package; and (ii) all applicable City health inspection permit fees will be included as part of this incentive package. All necessary building permits, contractor registrations and licensing must be obtained prior to the commencement of any construction work.

(C) The Property is located within the Transit Center Urban Core Zoning Sub-District. Therefore, on-street parking which is available along the frontage lines of a development site may be counted toward the parking requirement for the development. Furthermore, additional parking space requirements above those that can be met by on-site or curb-side parking are subject to payment of cash-in-lieu of parking fee to the City. Any required payment of cash-in-lieu of parking fees shall be included in this incentive package.

4.2 **Grant Payment Requirements and Schedule.**

Subject to compliance with Article III above, Owner may submit itemized documents setting forth the Improvement Costs and request grant funds in accordance with the terms of Section 4.1. City will reimburse Owner within fifteen (15) days of receipt of appropriate documentation evidencing the requested reimbursement.

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 **Effect of Termination/Survival of Obligations.** 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.** Owner shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Owner shall retain such records, and any supporting documentation for the greater of:

- (A) Five (5) years from the end of the Agreement period; or
- (B) The period required by other applicable laws and regulations.

6.2 **Accessibility.** Owner 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 Owner 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 Owner's books and records will be limited to information needed to verify that Owner 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 Owner's Records include any access to any personal and/or medical data of any employees of Owner. Owner shall not be required to disclose to the City any information that by law Owner 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 Owner to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Owner. 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 Owner 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. Owner 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 Owner 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 Owner as long as the Owner 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 Owner 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.

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.

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 Owner, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties, and Owner 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 Owner files for bankruptcy, whether involuntarily or voluntary, Owner 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 **Notice.** 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 Owner:

Oldfield David E & Ilene Evelyn 2009 Revocable Trust
Attn: Mr. David Oldfield
1101 South Broadway Street
Carrollton, Texas 75006

With a copy to:

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 **Authorized to Bind.** 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 **Compliance.** Under Chapter 2264 of the Texas Local Government Code, Owner 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 Owner, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Owner 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 Owner 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 **Counterparts.** 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 FORM:

APPROVED AS TO CONTENT:

Meredith Ladd, City Attorney

Peter J. Braster, Senior Development Manager

OWNER

Oldfield David E & Ilene Evelyn 2009 Revocable Trust

By: David E Oldfield
Name: DAVID E. OLDFIELD
Title: OWNER

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared DAVID OLDFIELD, of Oldfield David E & Ilene Evelyn 2009 Revocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of July, 2015.

(seal) Notary Public

[Signature]

Printed or Typed Name of Notary Public

My commission expires: 05/02/19

RICHARD A. CALVERT

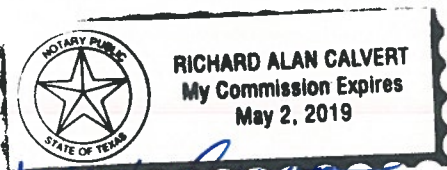
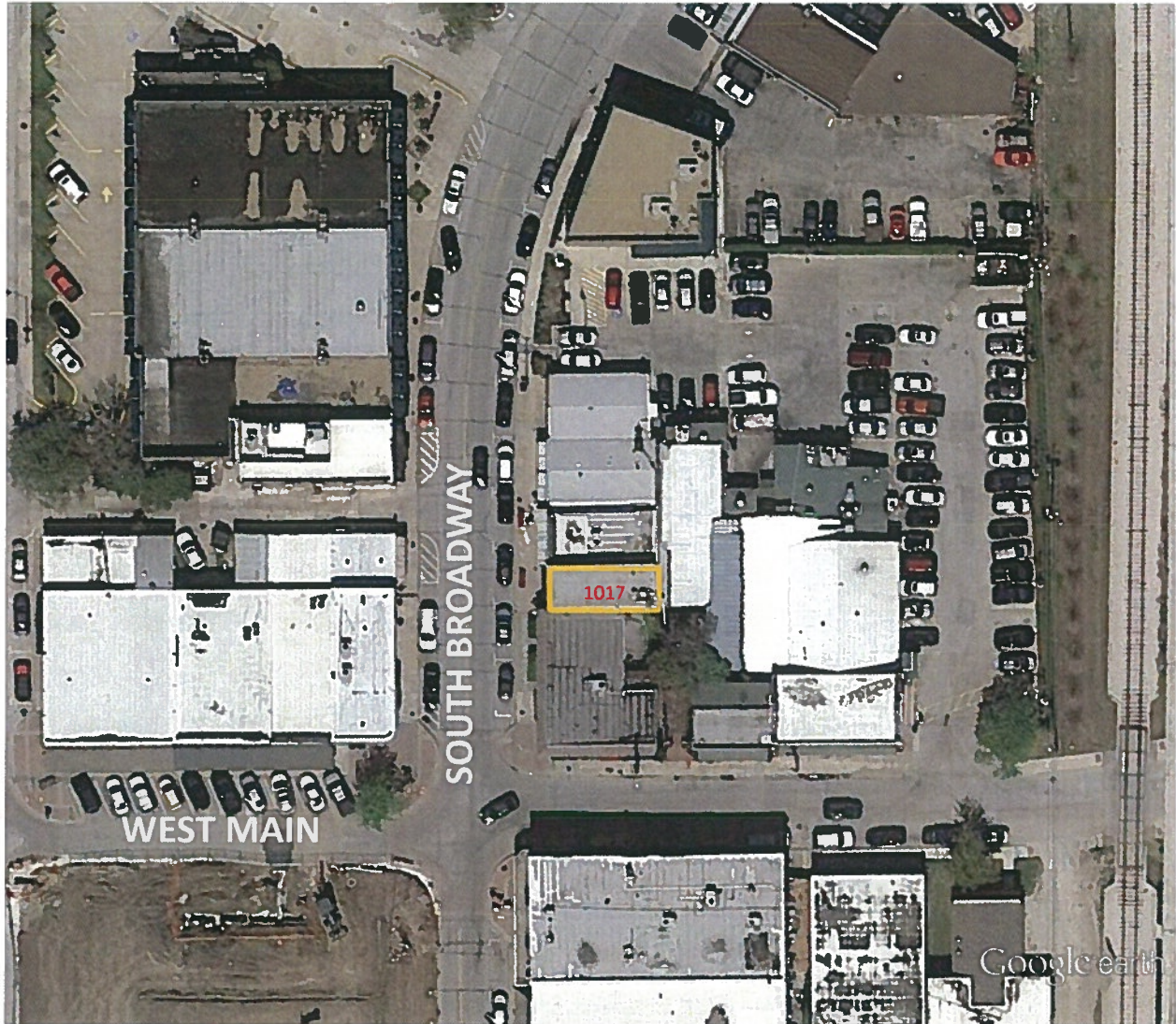


Exhibit "A"

Address: 1017 South Broadway Street

Legal Description: Original Town Carrollton, Block A, with 1/2 of Lot 13.





City of Carrollton

Agenda Memo

File Number: 2152

Agenda Date: 8/4/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *19.

CC MEETING: August 4, 2015

DATE: July 28, 2015

TO: Leonard Martin, City Manager

FROM: Scott Whitaker, Parks and Recreation Director

Consider A **Resolution Authorizing The City Manager To Enter Into A Lease Agreement With Blue Sky Sports Center, LP, On City Property.**

BACKGROUND:

The City of Carrollton staff has been finalizing a lease agreement with Blue Sky Sports Center on land next to McInnish Park that is owned by the City. Blue Sky plans to build an indoor, multi-use sport facility with office space, concessions, and other amenities, as well as seven outdoor soccer fields, on approximately 30 acres. They are fully aware of the land's previous use as a landfill. The lease will be for 30 years with either party having options to extend. Blue Sky will pay the City of Carrollton \$30,000 annually.

This quality sports venue next to McInnish Park will be a great addition to the City and to our largest sports complex.

FINANCIAL IMPLICATIONS:

Blue Sky will pay the City \$30,000 annually for the ground lease of approximately 30 acres.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests approval for the ground lease with Blue Sky Sports Center, LP.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF CARROLLTON, TEXAS AND BLUE SKY SPORTS CENTER, LP; AUTHORIZING THE LEASE OF APPROXIMATELY 30 ACRES OF LAND ADJACENT TO MCINNISH PARK FOR A 30 YEAR TERM; PROVIDING FOR A RIGHT OF FIRST REFUSAL ON APPROXIMATELY EIGHT ACRES WHICH ARE ADJACENT TO THE LEASED AREA AND SOUTH OF SANDY LAKE ROAD; AUTHORIZING THE EXECUTION OF THE LEASE BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Carrollton, Texas ("City") received a bid from Blue Sky Sports Center, LP ("Blue Sky"), for the use of approximately 30 acres of an old landfill site located adjacent to McInnish Park and South of Sandy Lake Road ("Property") as a multi-use soccer complex, for an annual lease amount of \$30,000 with a 30-year term; and

WHEREAS, Blue Sky desires to construct on the Property an indoor multi-use facility and seven (7) outdoor soccer fields for recreational uses and amenities for the City's residents and surrounding communities, which also serve as a destination location for sports activities; and

WHEREAS, the City desires to lease the Property to Blue Sky in order to provide recreational amenities to its residents and to stimulate business and commercial activity in the City; and

WHEREAS, the City owns eight (8) acres north of the Property, but south of Sandy Lake Road ("Sandy Lake Area"), which could be used by Blue Sky or be used for commercial purposes to serve Blue Sky's proposed use; and

WHEREAS, Blue Sky and the City desire for the City to seek alternate uses of the Sandy Lake Area by a commercial tenant, that would be mutually advantageous to both the City and Blue Sky; and

WHEREAS, the City and Blue Sky desire to memorialize the desire to work together on the Sandy Lake Area, by providing Blue Sky a right of first refusal on the Sandy Lake Area which shall be valid for a period of twenty-four (24) months from the date of execution of the lease of the Property; and

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

Resolution No. _____

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

SECTION 1

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

SECTION 2

The requested lease terms, 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 a lease agreement, and all other necessary documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in this Resolution.

SECTION 4

This resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 4th day of August, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney

APPROVED AS TO CONTENT:

Scott Whitaker, Director
Parks and Recreation



City of Carrollton

Agenda Memo

File Number: 2141

Agenda Date: 8/4/2015

Version: 1

Status: Other Business

In Control: City Council

File Type: Procedural Item

Agenda Number: 20.

CC MEETING: August 4, 2015

DATE: July 28, 2015

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager

Consider Setting The Proposed Property Tax Rate For Tax Year 2015, Setting The Public Hearings For The Proposed Tax Rate And The Proposed Fiscal Year 2016 Budget On The August 18, 2015 7 p.m. And September 1, 2015 7 p.m. City Council Meeting Agendas, And Placing Consideration For Approval Of The Proposed Tax Rate And Budget On The September 15, 2015 7 p.m. City Council Meeting Agenda.

BACKGROUND:

Texas Property Tax and Local Government Codes require taxing units to comply with truth-in-taxation laws in adopting their tax rate. A unit must publish a notice and hold two public hearing before adopting a tax rate, if the unit's proposed rate is higher than either the effective tax rate of the rollback tax rate, whichever is the lower. The date, time and place of the public hearing for the proposed property tax rate must be announced.

STAFF RECOMMENDATION/ACTION DESIRED:

Vote to set the City of Carrollton's proposed property tax rate, to set the public hearings for the proposed tax rate for the August 18, 2015 7 p.m. and September 1, 2015 7 p.m. Council meetings and to place consideration to adopt the proposed tax rate and budget on the agenda of the September 15, 2015 7 p.m. Council meeting. The Council should be aware that once the legal advertising is complete the tax rate can always be lowered but increasing it beyond the amount advertised will require the tax rate adoption process to start over.