

City of Carrollton

*1945 E. Jackson Road
Carrollton, TX 75006*



REGULAR WORKSESSION & MEETING

Tuesday, August 18, 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.

*****WORKSESSION*****

4. Discuss Fiscal Year 2016 Community Service Requests.
5. Discuss Fiscal Year 2016 Preliminary Budget.
6. Mayor and Council reports and information sharing.

*****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 August 4, 2015 Regular Meeting Minutes.

BIDS & PURCHASES

- *9. Consider Approval Of The Replacement Of City Hall Carpet From Business Flooring Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$260,705.78.
- *10. Consider Approval Of The Replacement Of One (1) Mower From Professional Turf Products Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$49,956.43.
- *11. Consider Approval Of The Purchase Of Contracted Litter Service From Premiere Building Maintenance Through An Inter-Local Agreement With City Of Plano In An Amount Not To Exceed \$70,000.00.

CONTRACTS & AGREEMENTS

- *12. Consider Authorizing The City Manager To Approve A Professional Services Contract With BW2, The Wallace Group, Nathan D. Maier, And Baseline Surveying For General Surveying Services In An Amount Not To Exceed \$160,000.00.
- *13. Consider Authorizing The City Manager To Approve A Professional Services Contract With Paramount Valuation Services, Inc., Integra Realty Resources, Inc., And Steven J. Kunkel & Associates, Inc. For Appraisal Services In An Amount Not To Exceed \$120,000.00.
- *14. Consider Authorizing The City Manager To Approve A Contract With Drive Construction GC, LLC For The Central Service Center Maintenance Yard Improvements 2015 Project In An Amount Not To Exceed \$1,603,522.20.
- *15. Consider Authorizing The City Manager To Approve An Inter-Local Agreement To Provide Space For A 9-1-1 Host Site And Backup Public Safety Answering Point For The Denco Area 9-1-1 District.

RESOLUTIONS

- *16. Consider A Resolution Authorizing The City Manager To Enter Into An Economic Development Incentive Agreement With Mary's Southern Kitchen, Inc.

PUBLIC HEARING-CONSENT AGENDA

- *17. Hold A Public Hearing And Consider An Ordinance To Amend the Zoning And Establish A Special Use Permit For A Motorcycle Training School With Special Conditions On An Approximately 12-Acre Tract Located At 1441 West Trinity Mills Road; Amending Accordingly The Official Zoning Map. Case No. 07-15SUP1 Motorcycle Training Center. Case Coordinator: Christopher Barton.
- *18. Hold A Public Hearing And Consider An Amendment To The Comprehensive Zoning Ordinance To Add Article XX.4 To Establish A Redevelopment Zoning Overlay District Along Josey Lane From Keller Springs Road to Spring Valley Road, And Along Belt Line Road From Josey Lane To Marsh Lane. Case No. 06-15ZT1 Redevelopment Overlay District/City Of Carrollton. Case Coordinator: Michael McCauley.

PUBLIC HEARING - INDIVIDUAL CONSIDERATION

19. Conduct A Public Hearing On The Proposed 2015 Property Tax Increase And Proposed Operating And Capital Budget For The Fiscal Year October 1, 2015 Through September 30, 2016.

20. Hold A Public Hearing And Consider An Ordinance To Amend The Zoning And Establish A New Planned Development District On An Approximately 5 Acre Tract For The (O-2) Office District With Modified Development Standards To Allow A Mini-Storage Warehouse Facility And To Exceed The Maximum Allowable Building Height, Located On The South Side Of Hebron Parkway Between Marsh Ridge Road And The Kansas City Southern Railroad. Case No. 07-15Z1 Extra Space Storage/Fred Gans - Cornerstone RPC Storage I, LP. Case Coordinator: Michael McCauley.
21. Hold A Public Hearing And Consider An Ordinance Amending The Zoning To Establish A Redevelopment Overlay District Along Josey Lane From Keller Springs Road To Spring Valley Road And Along Belt Line Road From Josey Lane To Marsh Lane. Case No. 06-15Z1 Josey - Belt Line Redevelopment Overlay District/City Of Carrollton. Case Coordinator: Michael McCauley.

OTHER BUSINESS

22. Consider An Ordinance Amending The Driveway Ordinance To Provide Standards For The Josey Lane/Belt Line Road Zoning Overlay.
23. Consider An Ordinance Amending The Sign Code To Provide Standards Specific To The Josey Lane/Belt Line Road Zoning Overlay.

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 14th day of August 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: 2182

Agenda Date: 8/18/2015

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 4.

CC MEETING: August 18, 2015

DATE: August 10, 2015

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager

Discuss **Fiscal Year 2016 Community Service Requests.**

BACKGROUND:

As part of the annual budget process, City Council considers requests from community service entities for contract services funding. The community service applications and summary of the requests were distributed to City Council via email on August 3, 2015. In addition to the applications, staff received a large amount of supporting documentation, i.e. marketing materials, financial statements, IRS tax determination letters, from the entities that we will bring to the meeting as reference material. A summary of the funding requests has been attached.

STAFF RECOMMENDATION/ACTION DESIRED:

Deliberate on Community Service funding requests and provide staff direction on the proposed level of Community Service funding for each entity for inclusion in the Fiscal Year 2016 Budget.

CITY OF CARROLLTON
COMMUNITY SERVICE FUNDING
HISTORY AND FISCAL YEAR 2016 REQUESTED FUNDING

	<u>Budget 2011-12</u>	<u>Budget 2012-13</u>	<u>Budget 2013-14</u>	<u>Budget 2014-15</u>	<u>Requested 2015-16</u>
<u>General Fund Requests</u>					
Bea's Kids	2,500	5,000	5,000	5,000	10,000
Carrollton Depot Foundation					10,000
CASA of Denton County, Inc.	1,675	2,500	2,500	2,500	11,900
Children's Advocacy Ctr for Denton County	14,360	25,000	25,000	25,000	41,792
Christian Community Action	-	3,320	3,320	3,320	20,000
The Family Place	3,355	5,000	5,000	5,000	10,000
Finding Faith Within Yourself					20,000
Keep Carrollton Beautiful	4,000	4,000	4,000	4,000	6,000
Launchability	3,355	5,000	5,000	5,000	-
Metrocrest Community Clinic	7,500	12,000	12,000	12,000	15,000
Metrocrest Services, Inc.	238,180	238,180	270,000	300,000	360,000
Metrocrest Services, Inc. - one time funding	-	110,000	65,000	-	-
Mosaic - one time funding	-	-	-	2,500	4,965
Pedi Place	-	-	-	-	10,000
SPAN, Inc. - Meals on Wheels	-	-	-	-	6,250
Trauma Support Services	-	-	-	-	10,000
UBL Texas Wranglers	-	-	-	-	25,000
General Fund Total	<u>274,925</u>	<u>410,000</u>	<u>396,820</u>	<u>364,320</u>	<u>560,907</u>
<u>Hotel/Motel Tax Requests</u>					
Carrollton Wind Symphony	9,500	9,500	9,500	9,500	9,500
Old Downtown Carrollton Association*	16,000	16,000	16,000	16,000	16,000
Hotel/Motel Total	<u>25,500</u>	<u>25,500</u>	<u>25,500</u>	<u>25,500</u>	<u>25,500</u>
 Grand Total	 <u>\$ 300,425</u>	 <u>\$ 435,500</u>	 <u>\$ 422,320</u>	 <u>\$ 389,820</u>	 <u>\$ 586,407</u>

* Does not include additional funding provided outside of the annual community service funding cycle



City of Carrollton

Agenda Memo

File Number: 2166

Agenda Date: 8/18/2015

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 5.

CC MEETING: August 18, 2015

DATE: August 10, 2015

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager/CFO

Discuss **Fiscal Year 2016 Preliminary Budget.**

BACKGROUND:

The Fiscal Year 2016 Preliminary Budget was distributed to the City Council on July 30, 2015. On August 4, 2015, a City Council work session was held to provide Council a briefing on the Preliminary Budget.

The August 18, 2015 work session is to provide an opportunity for Council to deliberate on the Preliminary Budget and provide staff with feedback on any desired changes.

Attached is an update to the Council Decision Points for "Cost Additions Not Included in the Preliminary Budget". The highlighted items were added based on requests from the August 4th work session.

Any changes to the Preliminary Budget directed by Council during this work session will be incorporated into the final Fiscal Year 2016 Budget.

STAFF RECOMMENDATION/ACTION DESIRED:

Deliberate and provide direction on desired changes to the Fiscal Year 2016 Preliminary Budget.

COUNCIL DECISION POINTS
COST ADDITIONS NOT INCLUDED IN THE PRELIMINARY BUDGET

BUSINESS UNIT	TITLE	DETAILS	IMPACT	NON- RECURRING USE	FULL-YEAR RECURRING USE
City-Wide	Compensation Pool	Additional 1% compensation pool effective October 1, 2015.		\$ -	\$ 547,060
City-wide	TMRS Benefit Adjustments	Adjust plan design to: 1) Reduce annually repeating Updated Service Credits from 75% to 50% 2) Increase annual CPI increases from 50% to 70%	The City has continued to contribute to TMRS at the 2012 required rate of 13.95%, which is 1.5 percentage points greater than the 2015 required contribution rate of 12.45%. This contribution over the required rate has allowed the City to obtain a 93.7% funded rate. The required contribution rate effective 1/1/16 will be 11.48%. The Fiscal Year 2016 Preliminary Budget has been prepared based on the continuation of the 13.95% contribution rate. These changes to the plan design would increase the required contribution rate to 13.93% and reduce the plans funded ratio to 88.9%.	-	-
Public Works	Sidewalk Repair	Enhanced funding for sidewalk repair matching program	At the Council retreat, Council expressed the desire to change the sidewalk repair matching program to 90% City Funding, 10% Resident Funding. Additionally, Council expressed a desire to increase funding for this program. It is currently funded at \$X per year.	TBD	-
Public Works	Sidewalk Infill			TBD	-
Engineering	Street Rehabilitation	Increased funding for street rehabilitation.	Currently street rehabilitation is funded through a combination of funding from bond funds and \$0.035 of the tax rate. At the Council retreat, Council expressed the desire to allocate more funding for street rehabilitation.	TBD	-
Engineering	Alley Rehabilitation	Increased funding for alley rehabilitation	Currently, alley rehabilitation is funded through a combination of funding from bond funds and funding from the Solid Waste Funding. The Preliminary Budget includes increased funding from the Solid Waste Fund in FY 2015 of \$X and bond funding of \$X. At the Council retreat, Council expressed the desire to allocate more funding for alley rehabilitation.	TBD	-
Engineering	Kelly Road - Country Club to Keller Springs	Rebuild of Kelly Road - included in CIPAC recommendation		3,700,000	
Engineering	Hike/bike trail to connect Mustang Park	Trail under BNSF railroad tracks to connect Mustang Park to Arbor Creek Middle School	Includes a ballast protection shed and dedicated trail.	350,000	-
Athletics	Athletic Fields Improvements - general play	Improvement to the quality of athletic fields to allow for access to open pay	Reduce some adult play and tournaments. Follow new maintenance program for all game fields.	TBD	40,000
Athletics	McKinnish Field 16 Improvements	Addition of scoreboard, goal posts, and bleachers.	New grading, sod, bleachers, shade, goals, & scoreboard	48,000	
Athletics	Josey Ranch - Playground between Fields 1 to 4	Improve area in center of youth softball fields	Add shade, play features and synthetic turf	60,000	
Parks/Athletics	Parks Amenity Funds	Increase to Parks Amenity Funds	Funding for the Parks Amenity Fund as allocated during the FY 15 Budget process. Initial funding of \$300,000 was provided from a FY 14 year-end capital transfer. Annual funding of \$125,000 starting in FY 15 is currently budget.	TBD	TBD
Parks	Public Restroom in Downtown	Provide for a public restroom facility in Downtown area.		95,000	10,000

COUNCIL DECISION POINTS
COST ADDITIONS NOT INCLUDED IN THE PRELIMINARY BUDGET

BUSINESS UNIT	TITLE	DETAILS	IMPACT	NON-RECURRING USE	FULL-YEAR RECURRING USE
Senior Center	Outdoor Fitness Area	Outdoor fitness area at the Senior Center.		50,000	-
Police	Body Worn Video Cameras	Body worn cameras for patrol, traffic and school resource officers.	Capital costs for the purchase of 125 cameras and annual data storage.	135,000	15,000
Streets	Snow Plow	Third snow plow with truck hitch.	A third snow plow will allow the crew to complete the clearing of one direction in one pass.	35,000	2,425
Traffic	Increased traffic signals	Cost per each additional signalized intersection.		175,000	
Golf Course	Rebuild of Golf Course	Total rebuild of course with needed drainage improvements is estimated at \$8 - \$10 million.		8,000,000	-
TOTAL				\$ 12,648,000	\$ 614,485



City of Carrollton

Agenda Memo

File Number: 2172

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *8.

CC MEETING: August 18, 2015

DATE: August 11, 2015

TO: Leonard Martin, City Manager

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

Consider Approval Of The August 4, 2015 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL
REGULAR WORKSESSION AND MEETING
AUGUST 4, 2015**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, August 4, 2015 at 5:45 p.m. with the following members present; Mayor Matthew Marchant, Mayor Pro Tem Anthony Wilder, Deputy Mayor Pro Tem Doug Hrbacek Councilmembers Bob Garza, Steve Babick, John Sutter, Glen Blanscet and James Lawrence. Also present were City Manager Leonard Martin, Assistant City Managers Marc Guy, Bob Scott and Erin Rinehart, Asst. City Attorney Susan Keller and City Secretary Krystle Nelinson.

5:45 P.M. – COUNCIL BRIEFING ROOM

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

Mayor Marchant called the meeting to order at 5:45 p.m.

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

*****WORKSESSION*****

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

City Manager Leonard Martin introduced Tracy Eubanks of Metrocrest Social Services who was present to brief the Council about all of the things they were doing during the recent floods and stated they were a good partner with the City during the flooding events. Mr. Eubanks reviewed the overall flood impacts, the relief efforts, and the coordination with the City of Carrollton's emergency response team. He reminded Council that they also serve Coppell and reported on those activities as well. Mr. Martin stated that staff was working with FEMA to try to get Metrocrest Social Services recognized as an equal partner in the response and were hoping that FEMA would reimburse all or a good part of Metrocrest's emergency fund because without their assistance, the City would have had to respond.

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

Bob Scott, Asst. City Manager/Chief Financial Officer, reviewed the proposed budget for FY 2015-16. He began with discussing the assessed valuation at \$11,131,463,361 which was a 7.9% increase. The preliminary budget maintains the same property tax rate of \$0.615375. All property types had value growth and the average homestead market value was \$201,888 with a city tax bill of \$980. The budget includes 4.125 full time employee positions; an employee compensation increase pool of 2% in addition to civil services step increases; and a 10% increase in health insurance rates and possibly changes to plan design. Solid Waste rates were proposed to increase by \$2.83 per month for residents and apartment rates would increase \$1.80 per unit. Water and Sewer rates were proposed to increase by an average of 7.5% noting a rate study in progress. He reported that the General Fund includes \$754,405 of recurring funds available for programming by Council. He used pie charts to review the recurring sources of funds and recurring uses of funds. He reported that the preliminary budget was prepared with the assumption that the courses will not reopen in 2016. He recognized John Powell, Chair of the

Capital Improvements Plan Advisory Committee (CIPAC), who was present to provide the Committee's recommendation for funding.

Mr. Powell referred to the recommendation provided in the Council packet. He stated that the first funding recommendation was that the Council fund the \$2 M needed to construct the police station as envisioned and designed if possible. The second funding recommendation was the funding for improvements of Kelly Boulevard. The last policy recommendation on long-term debt, the Committee recommended shortening the length of bonds from 20 year to 15 year. Mayor Marchant thanked Mr. Powell and asked him to express the Council's appreciation for the work of the Committee as well.

Mayor Marchant recessed the Worksession at 6:56 p.m. to convene in Executive Session.

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

2. Council convened in **Executive Session** at **6:57 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.

3. Council **reconvened in open session at 7:02 p.m.** to consider action, if any, on matters discussed in the Executive Session. No action taken.

*****WORKSESSION*****

Mayor Marchant reconvened the Work Session at 7:02 pm.

Council discussed Item 15 and reached a consensus to insert the name David Terre to the Resolution regarding appointment to the Board of Managers of the Denco Area 9-1-1 District.

Mayor Marchant Recessed the Worksession at 7:06 p.m. to convene in Regular Session.

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

Mayor Marchant called the Regular Meeting to order at 7:15 p.m.

INVOCATION – Councilmember James Lawrence

PLEDGE OF ALLEGIANCE – Councilmember Steve Babick

Mayor Marchant presented a **Proclamation to Councilmember Bob Garza and Emily Garza** recognizing their **50th Wedding Anniversary**.

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.

Tony Johnston, 1419 Susan Lane, talked about his experience using public transit and addressed a need for a sidewalk in the Frankford area near the DART station to safely access the station. He also suggested extending the bike lane west from Eisenhower to connect to the station.

CONSENT AGENDA

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

Councilmember Blanscet moved approval of Items 8-17 and 19 with the addition of the name of David Terre under Item 15; second by Councilmember Babick and the motion was approved with a unanimous 7-0 vote.

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.**

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION.

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

Councilmember Garza moved approval of Item 18; second by Deputy Mayor Pro Tem Hrbacek.

Mayor Pro Tem Wilder stated he sees value with the bakery being downtown but felt there should at least be a partnership with the cost of the sign.

The motion was approved with a 6-1 vote in favor, Mayor Pro Tem Wilder opposed.

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.

Mayor Marchant briefly explained the purpose of the item.

Councilmember Sutter moved to set the proposed property tax rate for Tax Year 2015 at \$0.615375 per \$100 evaluation; setting the public hearings for the proposed tax rate and proposed Fiscal Year 2016 budget on the August 18, 2015, 7:00 p.m. and September 1, 2015, 7:00 p.m. City Council meeting agendas; and placing consideration for approval of the proposed tax rate and budget on the September 15, 2015, 7:00 p.m. City Council meeting agenda; second by Lawrence.

Roll Call Vote:

James Lawrence – Aye
Anthony Wilder – Aye
Doug Hrbacek – Aye
Bob Garza – Aye
Glen Blanscet – Aye
Steve Babick – Aye
John Sutter – Aye

The motion was approved with a unanimous 7-0 vote in favor of the motion.

ADJOURNMENT

Mayor Marchant adjourned the meeting at 7:32 p.m. announcing that Council would reconvene in Worksession.

*****WORKSESSION*****

Mayor Marchant reconvened the Worksession at 7:40 p.m.

6. Discuss Fiscal Year 2015-16 Preliminary Budget.

Bob Scott continued the preliminary budget presentation discussing the funding slated for capital projects as follows:

- CIPAC recommendation
- New Projects of almost \$59 million
- \$20,000,000 bond issue in 2016
- \$696,061 Community Development Block Grant
- Neighborhood Partnership Tax: \$3,525,399 for NOTICE and other infrastructure improvements
- Water and Sewer System Pay/go rehab - \$2,900,000
- Street Rehab/TOD Dedicated Tax - \$3,720,120
- Strategic Community Reinvestment - \$7,479,000

City Council Decision Points:

- Proposed fee (revenue) changes included in the Preliminary Budget
- Revenue changes not included in the Preliminary Budget
- Cost additions included in the Preliminary Budget
- Cost additions/options not included in the Preliminary Budget

Mr. Scott asked Council for direction with regard to particular points of discussion for future meetings as well as information needed for next Worksession.

Mayor Marchant reminded Council about the email from City Controller Pam Hodges with regard to Community Services funding noting the difficulty of the subject and decisions. Current budget funding was approximately \$365,000 which was the number allocated in the preliminary budget.

Mayor Pro Tem Wilder stated he would like to the Council to consider a few of the ball fields use a turf that would allow the fields to stay grassy even though they would be used 60% of the year. It would not be a field that was gated and asked for information about the cost. He suggested it would be fields located closer to the urban areas such as Rosemeade, Josey, and Thomas. Scott Whitaker noted that Oak Creek has been used a lot since the fence and backstop was installed. He felt that other than synthetic grass, some type of Bermuda grass would be the most durable. Mayor Pro Tem Wilder stated his goal was to provide fields that people could go and play on that doesn't have a padlock on it. Deputy Mayor Pro Tem Hrbacek voiced his support. Mayor Marchant noted that the quality would not be the same as game fields. It was also noted that there were other areas that backstops could be installed.

Crystal Davis, Workforce Services Director, listed some positions that have been hard to fill particularly in the construction and building trade positions. She presented the results of the compensation survey stating they looked at 60 positions, 50 of which were non-civil service and found that on average, the positions were 3.51% below market and 26 of the 50 positions were 5% or more below market. She stated that the turnover rate decreased and noted that focus was needed on administrative positions. She advised that 18 of 22 cities would be giving at least a 3% raise and noted that it was still a little early in the budget season to commit to a particular amount. Discussion was held with regard to hiring practices and retention, particularly with regard to hiring people who "fit" the City. With regard to retirement, she advised that approximately 25% of the workforce was eligible to retire. With regard to benefits, she felt that all four tiers currently offered would increase but did not have definite numbers. She also noted that benefits were not a reason for leaving the workforce.

Cesar Molina, Director of Engineering, addressed funds used for flooding issues and the amount expected to be needed for next year. He noted that preliminary estimates were made in mid-June but there was still a lot to be assessed. A majority of the need was in McInnish Park. Mayor Marchant asked about the increased need for funding the construction of the police station and Cesar advised that most of it was inflation of concrete and steel costs. The funding for Kelly Boulevard was \$3.7 million. With regard to the golf course, Erin Rinehart stated that to build everything back to what it was before the flooding would probably be in the \$4 - \$8 million range and she hoped to have better information in September after the architects complete the assessment. Mr. Martin felt the Council would need a Worksession about the golf course once all of the information was obtained.

Deputy Mayor Pro Tem Hrbacek stated he would like the Council to consider \$50,000 for a play area at the Josey Ranch four plex youth softball fields. He also asked the Council to consider additional funding for non-recurring park related items.

Councilmember Blanscet stated he would like Council to consider funding for the sidewalk on Frankford mentioned during the public forum to connect to the DART station. Asst. City Manager Marc Guy stated he would like to report back to the Council on all of the in-fill sidewalk needs.

Mayor Pro Tem Wilder stated he would like to add McInnish Field 16 as a decision point to get more information regarding scoreboard, goal posts, seating.

4. Mayor and Council reports and information sharing.

Mayor Marchant adjourned the meeting at 9:00 p.m.

ATTEST:

Krystle Nelinson, City Secretary

Matthew Marchant, Mayor



City of Carrollton

Agenda Memo

File Number: 2178

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *9.

CC MEETING: August 18, 2015

DATE: August 10, 2015

TO: Leonard Martin, City Manager

FROM: Carl W. Shelton, Fleet & Facilities Director and Vince Priolo, Purchasing Manager

Consider Approval Of The Replacement Of City Hall Carpet From Business Flooring Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$260,705.78.

BACKGROUND:

This project will replace the existing carpet in the City Hall. The majority of the existing carpet is 17 years old. The project includes: removal and recycling of the old carpet, lifting of the systems furniture, moving all casegoods, installation of new carpet & cove base, and clean up. Staff has selected a new carpet material that coordinates well with existing paint and furniture color palettes. Installation will occur during non-business hours.

Staff negotiated with the BuyBoard vendor for a 6% materials discount off the BuyBoard list prices. Staff recommends moving forward with the bid from Business Flooring Partners, LLC, WMBE (Minority and Women-Owned Business Enterprise) via 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.

Staff also recommends approval of a contingency allowance (\$12,500.00) for unforeseen expenses as work progresses.

FINANCIAL IMPLICATIONS:

The replacement of the City Hall carpet will be purchased from budgeted funds from the account and amount listed below.

ACCTG UNIT	ACTIVITY	BUDGET AMOUNT
854104	113890199	\$260,705.78

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the City Hall council chambers carpet replacement to Business Flooring Partners in an amount of \$260,705.78 using our existing agreement with BuyBoard. This amount includes a contingency fee of \$12,500.00 added to the bidder's response for unforeseen expenses as work progresses, and is requested by the Carrollton Facilities Department.



City of Carrollton

Agenda Memo

File Number: 2181

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *10.

CC MEETING: August 18, 2015

DATE: August 11, 2015

TO: Leonard Martin, City Manager

FROM: Carl W. Shelton, Fleet and Facilities Director & Vince Priolo, Purchasing Manager

Consider Approval Of The Replacement Of One (1) Mower From Professional Turf Products Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$49,956.43.

BACKGROUND:

Fleet Services is requesting the purchase of one (1) mower through our member agreement with BuyBoard. The replacement equipment will be used by the Parks Department for the routine upkeep of athletic fields. The existing 2005 model mower (unit 9174) exceeds Fleet's replacement criteria of age/hours and lifecycle cost. Unit 9174 has begun to show signs of extreme wear and most engine and fuel system parts for this mower are now obsolete. This mower maintains some of the most critical ball fields for the Parks Department and downtime for repairs can have a significant impact to operations and field conditions. The replacement mower will have a much improved and reliable mechanical system, and the manufacturer estimates a 50% increase in utilization rates.

The proposed mower is available through two different purchasing cooperatives and the City is a member of each cooperative. The two cooperatives are BuyBoard and National IPA. Professional Turf Products provided the bids through both cooperatives. The bids thru National IPA and BuyBoard were identical. Staff recommends purchasing the mower through our inter-local agreement with BuyBoard, due to the annual BuyBoard rebate back to the City. 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.

Professional Turf Products (BuyBoard) - \$49,956.43

Professional Turf Products (National IPA) - \$49,956.43

FINANCIAL IMPLICATIONS:

The equipment will be purchased from budgeted funds from the account and amount listed below.

ACCOUNT UNIT	ACCOUNT	BUDGET AMOUNT
576190 Fleet Replacement	68500 Mobile Equipment	\$49,956.43

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval to purchase one (1) mower from Professional Turf Products in the amount of \$49,956.43 using our existing agreement with BuyBoard.



City of Carrollton

Agenda Memo

File Number: 2179

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *11.

CC MEETING: August 18, 2015

DATE: August 5, 2015

TO: Leonard Martin, City Manager

FROM: Bobby Brady, Parks Manager, and Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of Contracted Litter Service From Premiere Building Maintenance Through An Inter-Local Agreement With City Of Plano In An Amount Not To Exceed \$70,000.00.

BACKGROUND:

Several years ago Carrollton Parks Department began utilizing The City of Plano's price agreement with Premiere Building Maintenance, Inc. for our weekend park litter and restroom cleaning needs. Staff is seeking approval for an amount in recurring funds not to exceed \$70,000 annually. This is within the Parks Department annual operating budget.

Carrollton has an interlocal agreement with the City of Plano through the Collin County Governmental Forum, which is an organization of all governmental entities in Collin County. Carrollton City Council has renewed our continuing participation in this Forum on March 3, 2015.

FINANCIAL IMPLICATIONS:

This service will continue to be paid from budgeted funds from the account and amount listed below.

<u>ACCTG UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
353002	61190	\$70,000

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approve the continued weekend litter service provided by Premiere Building Maintenance, Inc. for the upcoming year in an amount not to exceed \$70,000.



City of Carrollton

Agenda Memo

File Number: 2161

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *12.

CC MEETING: August 18, 2015

DATE: August 4, 2015

TO: Leonard Martin, City Manager

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

Consider Authorizing The City Manager To **Approve A Professional Services Contract With BW2, The Wallace Group, Nathan D. Maier, And Baseline Surveying For General Surveying Services** In An Amount Not To Exceed \$160,000.00.

BACKGROUND:

Several years ago the Engineering Department began performing in-house design for small scale capital projects to reduce design costs. In most cases, surveying services are required to determine topography, property boundaries and other site features necessary to properly design and prepare plans for capital projects. These contracts are typically less than \$10,000, but there are multiple capital projects being performed by the city. Surveying services are also used to provide support to other departments in the city that may need boundary survey work related to land acquisition or disposal.

Surveying services were outsourced several years ago, so the city does not have the staff or equipment to perform these services in-house. Similar to the geotechnical/materials testing contract, staff uses a streamlined work order process to minimize the paperwork, reduce consultant cost and reduce the Council agenda workload associated with multiple contracts.

A formal selection process was conducted. Eighteen firms submitted statements of qualifications. After evaluation by staff, four firms were selected as the most qualified firms. These were BW2, The Wallace Group, Nathan D. Maier Consulting Engineers, and Baseline Surveying. This selection is effective through June 2016.

FINANCIAL IMPLICATIONS:

Services will be provided as a work order on a project by project basis. Funding for these services will come from the respective capital project budgets.

Staff is proposing to contract these professional services for a total not to exceed amount of

\$160,000 for the duration of the consultant selection process (June 30, 2016). Staff tries to split the workload equitably among the firms, but the variability in project size and scope requires some flexibility in the individual firm fees.

IMPACT ON COMMUNITY SUSTAINABILITY:

- Reduce design cost by providing adequate information to perform in-house designs at a lower rate than consultants.
- Provide support for easement and plat research for sale of properties.
- Provide survey support for specialized in-house projects such as the FEMA Letter of Map Revision analysis for the Raiford property.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into a professional services agreement for general survey services with BW2, The Wallace Group, Nathan D. Maier Consulting Engineers and Baseline Surveying for a total maximum fee of \$160,000.

Firm Rankings
Miscellaneous Surveying Projects

Firm	AVG. RANK
BW2	2.00
The Wallace Group	2.33
Nathan D. Maier	2.67
Baseline Surveying	3.00
TNP	3.33
SAM	4.67
Criado	6.33
Atkins	7.67
ARS	8.00
CobbFendley	8.33

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Professional Services Contract
with _____

THIS CONTRACT is entered into on this _____ day of _____, 20____, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as “City”), acting by and through its City Manager or his designee, and _____ (“hereinafter referred to as “Consultant”) whose address is _____.

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for _____; and

WHEREAS, Consultant is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

Consultant will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

Consultant shall perform such services as are necessary to _____ specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by

reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed _____ Thousand _____ and No/100 Dollars (\$_____). This total payment for services includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

Consultant will bill City on a percent complete basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month Consultant will submit to City an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice City shall make monthly payments in the amount shown by Consultant's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event City shall pay Consultant equitable compensation for such services. In any event, when Consultant is directed to revise or expand the scope of services under this Section of the Contract, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Contract, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by Consultant that any compensation not specified in Paragraph III herein above may require Carrollton City Council approval and is subject to the current budget year limitations.

V. Term

This Contract shall begin on the date first written above, and shall terminate when City has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI. Contract Termination Provision

This Contract may be terminated at any time by City for any cause by providing Consultant thirty (30) days written notice of such termination. Upon receipt of such notice, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. Ownership of Documents

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII. Insurance Requirements

A. Before commencing work, Consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City of Carrollton Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be provided to the City.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of Carrollton, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 - 3.. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

IX.

Right to Inspect Records

Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Contract. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

City and Consultant each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-consultants.

XII. INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT OR WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the City shall have the right to approve counsel to be retained by Consultant in fulfilling its obligation to defend and indemnify the City. Consultant shall retain approved counsel for the City within seven (7) business days after receiving written notice from the City that it is invoking its right to indemnification under this Contract. If Consultant does not retain counsel for the City

within the required time, then the City shall have the right to retain counsel and the Consultant shall pay these attorneys' fees and expenses. The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

XIII. **Independent Contractor**

Consultant's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of City in the performance of this Contract. No term or provision of or act of Consultant or City under this Contract shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

XIV. **Default**

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Consultant's nonperformance under this Contract, the cost to City to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. Consultant's liability under this provision shall be limited to the total dollar amount of this Contract.

City's remedies for Consultant's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at City's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:

- (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
- (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by Consultant pursuant to this Contract will be conducted by employees, associates or subcontractors of Consultant.

XVII. Confidential Information

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Carrollton, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or

otherwise reflect such information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this Contract to be mailed to City shall be sent to the address of City’s agent as follows, unless and until Consultant is otherwise notified:

City of Carrollton
Post Office Box 10535
Carrollton, Texas 75011.

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Applicable Law

The Contract is entered into subject to the Carrollton City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant’s income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Carrollton, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF CARROLLTON

By: _____

Leonard Martin

City Manager

Date Signed: _____

ATTEST:

Krystle F. Nelinson

City Secretary

APPROVED AS TO FORM:

Meredith Ladd

City Attorney

(Consultant's Name)

By: _____

Name: _____

Title: _____

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____ in his capacity as _____ of
_____, a _____ Corporation, known to me to be the
person whose name is subscribed to the foregoing instrument, and acknowledged that he
executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20_____.

Notary Public _____ County, Texas
My commission expires _____

Attachment “A”

Scope of Work

Attachment “B”



City of Carrollton

Agenda Memo

File Number: 2162

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *13.

CC MEETING: August 18, 2015

DATE: August 5, 2015

TO: Leonard Martin, City Manager

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

Consider Authorizing The City Manager To Approve A Professional Services Contract With Paramount Valuation Services, Inc., Integra Realty Resources, Inc., And Steven J. Kunkel & Associates, Inc. For Appraisal Services In An Amount Not To Exceed \$120,000.00.

BACKGROUND:

For many years the Engineering Department has been involved in the acquisition and sale of real estate for right-of-way and other capital improvement projects. In some cases, appraisal services are required to determine fair market value necessary to acquire the property through the use of eminent domain. Appraisals are also required when buying or selling real estate involving bond funds. These contracts are typically less than \$10,000, but when there are multiple projects being performed the costs can add up. Furthermore, other city departments use these services for the acquisition of real property.

Similar to the geotechnical/material testing contract, staff uses a streamlined work order process to minimize paperwork, reduce consultant costs and reduce the Council agenda workload associated with these small contracts.

A formal selection for appraisal service contracts was conducted. Six firms submitted statements of qualifications. After evaluation by staff, three firms were selected as the most qualified firms: Paramount Valuation Services Inc., Integra Realty Resources Inc. Fort Worth, and Steven J. Kunkel & Associates Inc. This selection is effective through March 2017.

FINANCIAL IMPLICATIONS:

Services will be provided as a work order on a project-by-project basis. Funding for these services will come from the respective capital project budgets or the TOD account, as appropriate.

Staff is proposing to contract these professional services for a total not to exceed amount of

\$120,000 for the duration of the consultant selection process (March 31, 2017). While staff tries to split the workload equitably among the firms, the variability in project size and scope requires some flexibility in the individual firms' fees.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will contribute to community sustainability by:

- Reduce the number of appraisal contracts by providing streamlined contract and billing procedures for appraisers.
- Provide support for valuation research for sale of properties.
- Provide appraisal support for specialized in-house projects.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval to authorize the City Manager to enter into a professional services contract for appraisal services with Paramount Valuation Services, Inc. Integra Realty Resources, Inc. Fort Worth, and Steven J. Kunkel & Associates, Inc. for a total maximum fee not to exceed \$120,000.

Firm Rankings
Appraisal Services

Firm	AVG. RANK
Paramount Valuation Services, Inc.	2.10
Integra Realty Resources, Inc.	2.26
Steven J. Kunkle & Associates, Inc.	2.87
Pyles-Whatley	3.78
HDR	3.95
Pinacle	4.27

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Professional Services Contract
with _____

THIS CONTRACT is entered into on this _____ day of _____, 20____, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as “City”), acting by and through its City Manager or his designee, and _____ (“hereinafter referred to as “Consultant”) whose address is _____.

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for _____; and

WHEREAS, Consultant is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

Consultant will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

Consultant shall perform such services as are necessary to _____ specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by

reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed _____ Thousand _____ and No/100 Dollars (\$_____). This total payment for services includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

Consultant will bill City on a percent complete basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month Consultant will submit to City an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice City shall make monthly payments in the amount shown by Consultant's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event City shall pay Consultant equitable compensation for such services. In any event, when Consultant is directed to revise or expand the scope of services under this Section of the Contract, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Contract, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by Consultant that any compensation not specified in Paragraph III herein above may require Carrollton City Council approval and is subject to the current budget year limitations.

V. Term

This Contract shall begin on the date first written above, and shall terminate when City has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI. Contract Termination Provision

This Contract may be terminated at any time by City for any cause by providing Consultant thirty (30) days written notice of such termination. Upon receipt of such notice, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. Ownership of Documents

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII. Insurance Requirements

A. Before commencing work, Consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City of Carrollton Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be provided to the City.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of Carrollton, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 - 3.. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

IX.

Right to Inspect Records

Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Contract. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

City and Consultant each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-consultants.

XII. INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT OR WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the City shall have the right to approve counsel to be retained by Consultant in fulfilling its obligation to defend and indemnify the City. Consultant shall retain approved counsel for the City within seven (7) business days after receiving written notice from the City that it is invoking its right to indemnification under this Contract. If Consultant does not retain counsel for the City

within the required time, then the City shall have the right to retain counsel and the Consultant shall pay these attorneys' fees and expenses. The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

XIII. **Independent Contractor**

Consultant's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of City in the performance of this Contract. No term or provision of or act of Consultant or City under this Contract shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

XIV. **Default**

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Consultant's nonperformance under this Contract, the cost to City to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. Consultant's liability under this provision shall be limited to the total dollar amount of this Contract.

City's remedies for Consultant's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at City's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:

- (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
- (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by Consultant pursuant to this Contract will be conducted by employees, associates or subcontractors of Consultant.

XVII. Confidential Information

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Carrollton, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or

otherwise reflect such information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this Contract to be mailed to City shall be sent to the address of City’s agent as follows, unless and until Consultant is otherwise notified:

City of Carrollton
Post Office Box 10535
Carrollton, Texas 75011.

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Applicable Law

The Contract is entered into subject to the Carrollton City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant’s income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Carrollton, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF CARROLLTON

By: _____

Leonard Martin

City Manager

Date Signed: _____

ATTEST:

Krystle F. Nelinson

City Secretary

APPROVED AS TO FORM:

Meredith Ladd

City Attorney

(Consultant's Name)

By: _____

Name: _____

Title: _____

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____ in his capacity as _____ of
_____, a _____ Corporation, known to me to be the
person whose name is subscribed to the foregoing instrument, and acknowledged that he
executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20_____.

Notary Public _____ County, Texas
My commission expires _____

Attachment “A”

Scope of Work

Attachment “B”



City of Carrollton

Agenda Memo

File Number: 2163

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: August 18, 2015

DATE: August 6, 2015

TO: Leonard Martin, City Manager

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

Consider Authorizing The City Manager To Approve A Contract With Drive Construction GC, LLC For The Central Service Center Maintenance Yard Improvements 2015 Project In An Amount Not To Exceed \$1,603,522.20.

BACKGROUND:

This contract will provide for the construction of new concrete yard paving, a metal cover over the material storage bins, a new storage material bin and yard lighting at the Central Service Center. The existing yard area is gravel. The project involves the removal of the existing gravel yard area, replacing it with concrete and constructing a metal cover over the existing material storage bins to enable the sand used in the winter for road treatment to remain dry and not frozen. Environmental impacts from the project should be minimal.

The duration of construction is 270 calendar days and construction will be coordinated so that the Central Service Center main entrance is only minimally impacted and the operation of the maintenance yard remains fully functional.

FINANCIAL IMPLICATIONS:

Four (4) bids were received on July 30, 2015. Bids ranged from a low bid of \$1,603,522.20 submitted by Drive Construction GC, LLC to a high bid of \$1,920,105.00. The Engineer's estimate was \$1,300,000.00. Drive Construction GC, LLC has completed many parking lot paving projects and building projects with acceptable results. They appear capable of completing this project in the allocated time of 270 days. This project is funded from GO bonds approved in the 2007 bond referendum.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will contribute to community sustainability by:

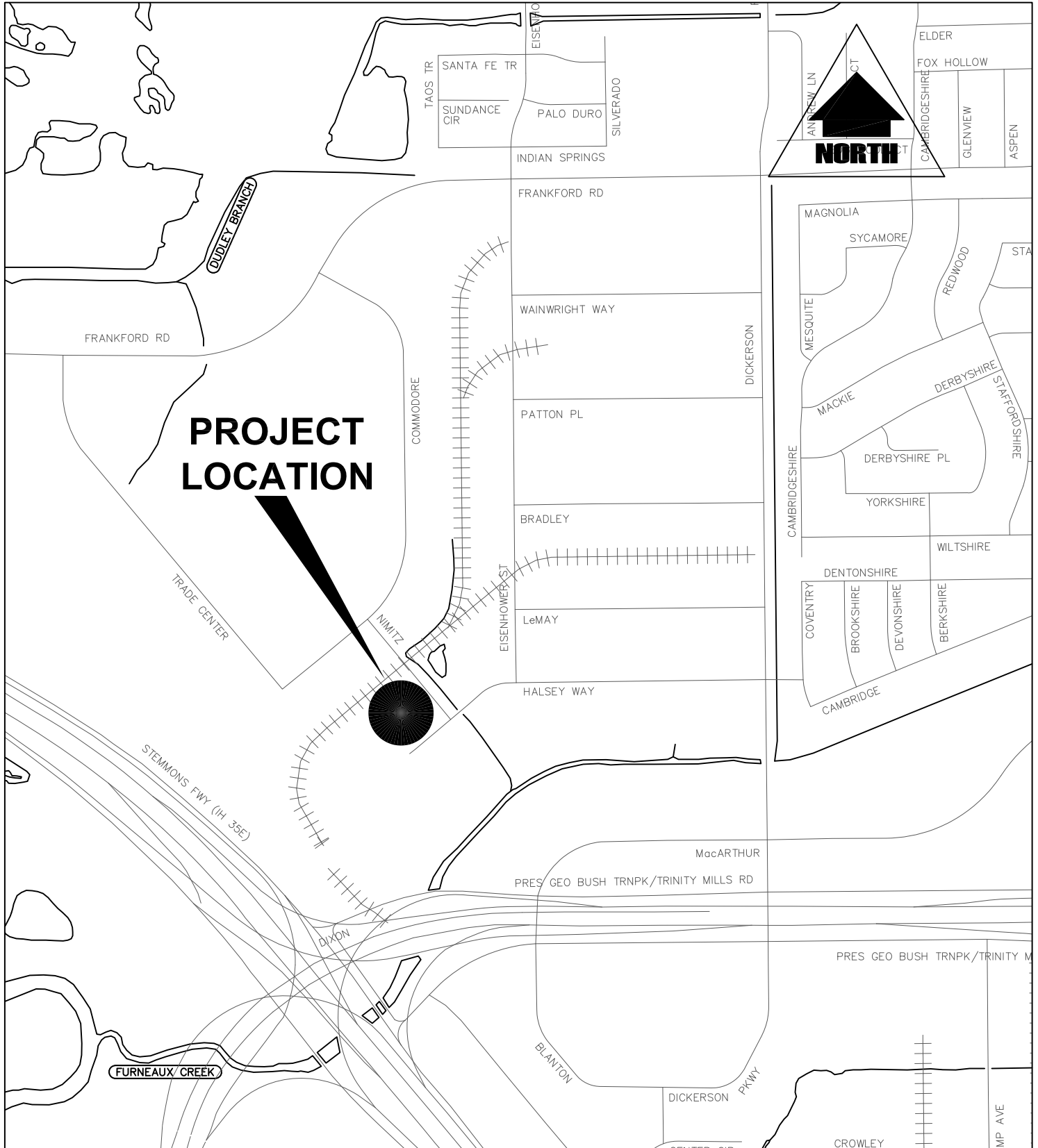
Reducing ongoing maintenance costs by replacing a gravel work yard that has to be regularly maintained with more permanent and lower maintenance concrete pavement.

Storage bin covers will enable the sand used during icy weather to remain dry and unfrozen.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends award of the construction contract for the Central Service Center Maintenance Yard Improvements to Drive Construction GC, LLC in an amount of \$1,603,522.20.

ATTACHMENT A LOCATION MAP



FILENAME: CSC MAINTENANCE YARD IMPROVEMENTS 2015.DWG



CENTRAL SERVICE CENTER MAINTENANCE YARD IMPROVEMENTS 2015

SCALE: NTS DATE: 08-15

**ENGINEERING
DEPARTMENT**

Where Connections Happen

BIDDERS LIST

PROJECT: Central Service Center Yard Improvements DATE: July 30, 2015

DAYS/COMPLETE: 270 ESTIMATED COST: \$1,300,000.00

[illegible]



City of Carrollton

Agenda Memo

File Number: 2177

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *15.

CC MEETING: August 18, 2015

DATE: August 12, 2015

TO: Leonard Martin, City Manager

FROM: Ashley D. Mitchell, Administrative Services Director

Consider Authorizing The City Manager To **Approve An Inter-Local Agreement To Provide Space For A 9-1-1 Host Site And Backup Public Safety Answering Point For The Denco Area 9-1-1 District.**

BACKGROUND:

Denco 9-1-1 has requested to install a multi-jurisdictional back-up public safety answering point at each of its host sites for the purpose of enhancing continuity of operations of the 9-1-1 and emergency call processing activities of the entire district. One backup facility will be at the Denco office in Lewisville and Carrollton will assign space in the basement of its City Hall for an eight (8) position back-up public safety answering point to be owned and managed by Denco.

FINANCIAL IMPLICATIONS:

Denco 9-1-1 will pay for the equipment for the backup facility.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the Interlocal Agreement.

THE STATE OF TEXAS)

COUNTY OF DENTON)

**INTERLOCAL AGREEMENT PROVIDE
SPACE FOR A 9-1-1 HOST SITE and
BACKUP PUBLIC SAFETY ANSWERING
POINT FOR THE DENCO AREA 9-1-1
DISTRICT**

This Interlocal Agreement (the "Agreement") is entered into by and between the City of Carrollton, Texas ("Carrollton") and the Denco Area 9-1-1 District ("Denco"), both entities being located in whole or in part in Denton County, Texas, and hereinafter referred to collectively as the "Parties." The Parties execute this Agreement as hereinafter provided, pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act and Texas Government Code Chapter 418, being the Texas Disaster Act of 1975.

WHEREAS, Denco is a duly organized political subdivision of the State of Texas created pursuant to Subchapter D of Chapter 772 of the Texas Health & Safety Code engaged in providing the enhanced 9-1-1 equipment network for emergency services for the benefit of the citizens of Denton County and the portion of the City of Carrollton located within Dallas County; and

WHEREAS, Carrollton is a municipality engaged in the providing emergency service and related services for the benefit of the citizens of the City of Carrollton; and

WHEREAS, Carrollton agrees to assign space in the basement of its City Hall facility located at 1945 E. Jackson Road, Carrollton, Texas 75006 for Denco racks, controllers, routers, switches and other infrastructure necessary to serve as a primary host site for the Denco 9-1-1 system; and

WHEREAS, Denco desires to install a multi-jurisdictional back-up public safety answering point at each of its host sites for the purpose of enhancing continuity of operations of the 9-1-1 and emergency call processing activities of the entire district; and

WHEREAS, Carrollton agrees to assign space in the basement of its City Hall facility located at 1945 E. Jackson Road, Carrollton, Texas 75006 for an eight (8) position back-up public safety answering point to be owned and managed by Denco; and

WHEREAS, both Parties are authorized to perform the services contemplated herein as a governmental function,

NOW, THEREFORE, Denco and Carrollton, for the mutual consideration hereinafter stated, agree as follows:

1. Term. The initial term of this Agreement shall commence as of the date the last Party executes this Agreement (the "Effective Date") and end on the day prior to the fifth (5th) anniversary of the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods commencing on the anniversary of the Effective Date and ending on the day prior to the next successive anniversary date of the Effective Date (each being a "Renewal Term") unless otherwise terminated as specified herein. The Initial Term as extended by each Renewal Term shall be the "Term" of this Agreement.

2. Installation of 9-1-1 equipment. Carrollton agrees to permit Denco to install miscellaneous telecommunications equipment including various racks, controllers, routers, switches and other infrastructure necessary to serve as a primary host site for the Denco 9-1-1 system; and eight (8) 9-1-1 workstations for use as a multijurisdictional back-up PSAP. Carrollton agrees that all equipment installed or placed at the location by Denco or its authorized agents remains the property of Denco.

3. Management Control. Carrollton agrees that Denco shall retain management control of all Denco-owned equipment. Denco agrees that Carrollton will retain management control of all facilities functions. However, Carrollton agrees to release management control of the area where the 9-1-1 workstations are installed to Denco in the event of a declaration of "site activation" by the Denco Executive Director. When operating under a declared site activation, Denco may assume control of the workspace and authorize any public safety agency that is a part of the Denco Area 9-1-1 District to utilize the space for processing 9-1-1 calls.

4. Damage to Equipment. Denco shall be responsible for any damage to the equipment that Denco or its authorized agents have installed or placed at the Carrollton City Hall, including normal wear and tear usage and/or loss, unless such damage is caused by an act or omission of Carrollton or its authorized agents.

5. Access. Denco conducts fingerprint background investigations on all Denco staff consistent with the requirements of the Texas Commission on Law Enforcement for licensure purposes. Carrollton agrees to provide immediate, unrestricted access to Denco staff (and to Denco authorized agents when accompanied and escorted by Denco staff) to all Denco owned equipment, the 9-1-1 telephone demarcation point, and microwave communications equipment located on the roof of City Hall.

6. Accommodations for Equipment. Carrollton agrees to make reasonable modifications, such as providing the necessary dedicated electrical circuits and outlets, physical space, and any other reasonable requirements to allow for the installation of Denco's 9-1-1 equipment. Carrollton shall provide not less than four standard equipment rack spaces, deep enough to accommodate Denco-provided secured enclosures, one backboard for installation of telecommunication punch-down blocks and other equipment, cable raceways, adequate

grounding, etc. in compliance with NENA 04-502 E9-1-1 PSAP CPE Site Characteristics Technical Information Document.

7. Alternate Power Source. Carrollton agrees to provide an alternate power source (emergency generator) for the 9-1-1 equipment, to test this alternate source under load on a monthly basis, and to maintain the alternate power source equipment in good working order. Upon request, Denco will be permitted to review the testing and maintenance logs for the generator set and related power systems.

8. Relocation. Carrollton agrees that all Denco-owned equipment that is installed or placed at the Carrollton City Hall location shall not be removed, moved, or modified from its installed location or disconnected or modified or restricted in its operation without providing less than one hundred and eighty (180) days written notice to Denco. During the one hundred and eighty (180) days' notification period, Carrollton agrees to maintain primary and alternate power sources, and temperature control until Denco relocates or removes its equipment.

If Denco's equipment is not moved or relocated within the time provided above, and Denco has not otherwise consented to Carrollton performing such move or relocation, Carrollton may move or relocate the equipment, or cause such work to be done, at Denco's expense. Carrollton shall not be responsible for any damage to the equipment which results from moving or relocating the equipment, or causing such work to be done if Denco fails to move or relocate the equipment within the time provided.

Notwithstanding the foregoing requirement to provide 180 days' notice to the contrary, if because of unanticipated events or condition it becomes necessary to move, power down, and/or disconnect Denco's equipment:

- A. in order to prevent imminent damage or destruction to Denco equipment; and/or
- B. in order to prevent damage to Carrollton's property or to Carrollton's other systems or injury to any person;

Carrollton agrees to notify Denco telephonically of the occurrence of the event or existence of the conditions and, if Denco is unable to send a person authorized by Denco to move, power down, and/or disconnect the Denco equipment in question in reasonably sufficient time to prevent or avoid the imminent damage or injury, Carrollton shall be authorized to move, power down, and/or disconnect Denco's equipment and shall have no liability to Denco pursuant to this Agreement for such action.

9. Termination. In the event that Carrollton desires to terminate this Agreement, it must provide written notice thereof to Denco one hundred and eighty (180) days prior to the expiration of the Term (whether the Initial Term or the then current Renewal Term).

10. Governmental Immunity and Responsibility. The Parties acceptance of certain responsibilities relating to the rendering of public safety services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent possible under the law. Neither of the Parties waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. Each Party shall be responsible for the acts and negligence of its own officers, employees, agents and volunteers engaged in the performance of this Agreement. Each Party shall also be responsible for any property damage or bodily injury caused by their equipment located at the PSAP and for any property damage or bodily injury caused by any act or omission by their officers, employees, agents and volunteers. Each Party further agrees to waive all rights of subrogation against the other Party for losses arising from work performed by either Party at the Carrollton City Hall.

11. Notices. Except as may be otherwise specifically provided, all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered (i) when actually delivered to the Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

Carrollton: Attn: City Manager
945 E. Jackson Road
Carrollton, Texas 75006

Denco: Attn: Executive Director
Denco Area 9-1-1 District
P.O. Box 293058
Lewisville, Texas 75029-3058

12. Venue and Governing Law. The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the State Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

13. Severability. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms,

sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.

14. Amendments. This Agreement may be amended or modified only by written agreement of the Parties signed by an authorized representative of each Party.

15. Entire Agreement and Prior Agreements Superseded. This Agreement represents the entire and integrated agreement between Denco and Carrollton with respect to the Host Site equipment and multi-jurisdictional back-up PSAP and supersedes any prior understandings, negotiations, representations, or written or oral agreements between the Parties respecting this subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective from the last date signed and marked on this Agreement by a participating Party.

CITY OF CARROLLTON:

BY:

Leonard Martin, City Manager

DATE: _____

ATTEST:

Name, TITLE

DENCO AREA 9-1-1 DISTRICT:

BY:

Mark Payne, Executive Director

DATE: _____

ATTEST:

Carla Flowers, Director of Administration



City of Carrollton

Agenda Memo

File Number: 2180

Agenda Date: 8/18/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *16.

CC MEETING: August 18, 2015

DATE: August 12, 2015

TO: Leonard Martin, City Manager

FROM: Tom Latchem, Economic Development Director

Consider A **Resolution Authorizing The City Manager To Enter Into An Economic Development Incentive Agreement With Mary's Southern Kitchen, Inc.**

BACKGROUND:

Mary's Southern Kitchen previously operated as a catering service and restaurant at 1837 Frankford Road. The restaurant portion of the business has been closed for several years, and the owner now desires to re-open the restaurant at a more suitable location. The proposed location is the retail center at 1500 West Hebron Parkway. The owner also intends operate the catering service at this location, which is focused on serving sports, business, and institutional clients in Carrollton and throughout the Metroplex.

FINANCIAL IMPLICATIONS:

The total cost of tenant improvements is approximately \$400,000. Under the Specialty Retail and Restaurant Incentive Policy established in June of 2014, Mary's Southern Kitchen is eligible for a grant of up to fifty percent (50%) of the tenant improvements. The owner has requested a grant not to exceed \$182,500. At its meeting of August 4, 2015, the City Council Re-Development Sub-Committee reviewed the grant request and recommended that the grant be capped at \$100,000.

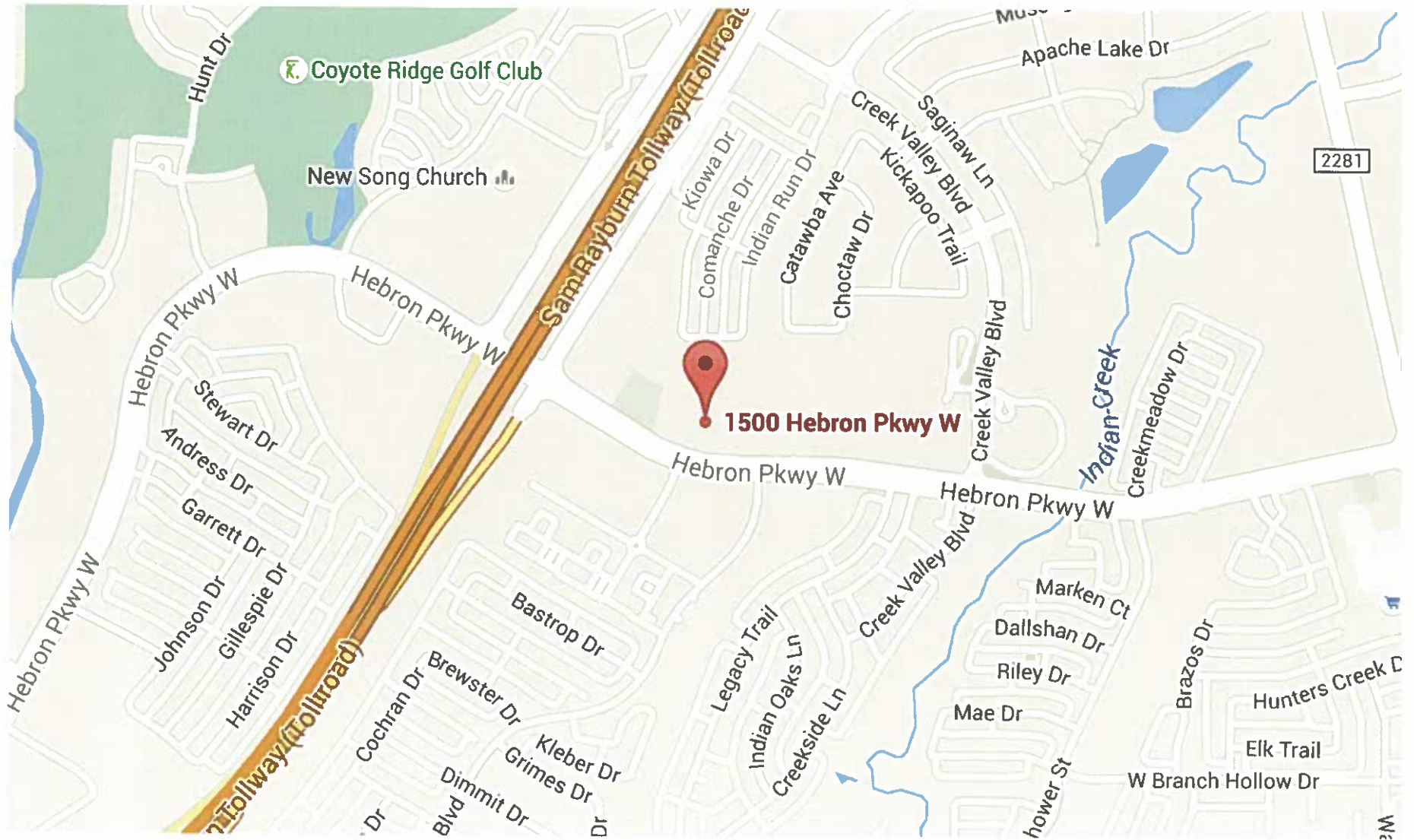
IMPACT ON COMMUNITY SUSTAINABILITY:

In addition to investing in tenant improvements, Mary's Southern Kitchen will have a payroll of \$350,000 annually and will employ 20 full-time and part-time workers with projected annual sales tax revenue to the city of over \$8,500. The owner intends to enter into a five-year lease with an option to renew.

STAFF RECOMMENDATION/ACTION DESIRED:

This project is consistent with the objectives of the City's Specialty Retail and Restaurant Incentive Policy to recruit new and unique specialty restaurants to the city.

The attached incentive agreement outlines the terms and conditions of the grant. Staff recommends that Council approve the resolution to authorize the City Manager to negotiate and enter into an incentive agreement with Mary's Southern Kitchen, Inc. in an amount not to exceed \$100,000.



ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (the "Agreement") is made by and between the City of Carrollton, Texas ("City"), and Mary's Southern Kitchen, Inc., ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the restaurant business, delivering homemade, Southern cooking at competitive prices and will occupy approximately 2,400 square feet of existing property located at 1500 W Hebron Parkway, #102 (the "Premises"), in the City of Carrollton; and

WHEREAS, Company has entered into a lease for the Premises for a period not less than five (5) years 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 \$400,000 in building out the Premises for its use as a restaurant; 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 a Specialty Retail and Restaurant Incentive Program, 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:

"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.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until April 30, 2016 (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 December 31, 2015, subject to extension for Events of Force Majeure, the Company will occupy approximately 2,400 square feet of existing property located at 1500 W Hebron Parkway, #102 and will construct any necessary improvements, as evidenced by the Company obtaining a Certificate of Occupancy (or applicable equivalent); and

3.2 **Performance.**

- (A) 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.
- (B) 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.
- (C) Company shall not allow any other assessed municipal fees, bills, or fines to become delinquent.

Article IV Economic Development Grant

4.1 **Grant.**

City agrees to provide the Company with a grant in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) as reimbursement for building costs for tenant improvements.

4.2 **Grant Payment Requirements and Schedule.**

The grant payment, representing up to 50% of the cost of tenant improvements, 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.

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:
Mary's Southern Kitchen, Inc.
Attn: Mary Davis, Owner
1500 W Hebron Parkway, #102
Carrollton, Texas 75010

8.5. **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.6. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that

might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Dallas County, Texas.

8.7. **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.8. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.9. **Recitals.** The recitals to this Agreement are incorporated herein.

8.10. **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

Mary's Southern Kitchen, Inc.

By: _____

Name: _____

Title: _____

STATE OF _____)

_____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of Mary's Southern Kitchen, 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:_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND MARY'S SOUTHERN KITCHEN, INC., ESTABLISHING A PROGRAM OF GRANTS IN AN AMOUNT NOT TO EXCEED \$100,000 IN ORDER TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING THE 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 Mary's Southern Kitchen, Inc. ("Mary's Southern Kitchen") related to reimbursement of building improvements as a result of Mary's Southern Kitchen occupying approximately 2,400 square feet located at 1500 W Hebron Parkway, #102 ("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 Mary's Southern Kitchen and the City ("Agreement"), attached hereto and incorporated for all purposes as if written word for word herein, as Exhibit "A"; and

WHEREAS, Mary's Southern Kitchen has entered into a lease for the Premises for a period not less than five (5) years during which time, Mary's Southern Kitchen will establish and create jobs that benefit the local economy and stimulate commercial activity within Carrollton; and

WHEREAS, Mary's Kitchen has requested grant incentives in the amount of \$100,000 as reimbursement for building costs related to tenant improvements; 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 Specialty Retail and Restaurant Grant Program (a Chapter 380 Economic Development Program);

WHEREAS, the Agreement with Mary's Southern Kitchen complies with the requirements of the Specialty Retail and Restaurant Grant Program; and

WHEREAS, upon full review and consideration of the Agreement with Mary's Southern Kitchen, 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 of \$100,000.

Section 4

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON 18th OF AUGUST 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant,
Mayor

ATTEST:

Krystle Nelinson,
City Secretary

Approved as to form:

Approved as to content:

Meredith Ladd,
City Attorney

Thomas Latchem,
Director of Economic Development



City of Carrollton

Agenda Memo

File Number: 2160

Agenda Date: 8/18/2015

Version: 1

Status: Public Hearing/Consent
Agenda

In Control: City Council

File Type: Public Hearing

Agenda Number: *17.

CC MEETING: August 18, 2015

DATE: August 4, 2015

TO: Leonard Martin, City Manager

FROM: Christopher Barton, Chief Planner

Hold A Public Hearing And Consider An Ordinance To Amend the Zoning And Establish A Special Use Permit For A Motorcycle Training School With Special Conditions On An Approximately 12-Acre Tract Located At 1441 West Trinity Mills Road; Amending Accordingly The Official Zoning Map. Case No. 07-15SUP1 Motorcycle Training Center. Case Coordinator: Christopher Barton.

BACKGROUND:

This is a request for approval of a special use permit for a motorcycle training school.

STAFF RECOMMENDATION/ACTION DESIRED:

On July 16, 2015, the Planning & Zoning Commission recommended APPROVAL as presented. The attached ordinance reflects the action of the Commission. Because the action of the Commission was unanimous and no public opposition has been received, this item is being placed on the Public Hearing - Consent portion of the agenda.

RESULTS SHEET

Date: 08/19/15

Case No./Name: 07-15SUP1 Motorcycle Training Center

A. STIPULATIONS AND RECOMMENDATIONS

Staff Recommends **APPROVAL**.

B. P&Z RECOMMENDATION from P&Z meeting: 07/16/15
Result: **APPROVAL**/Vote: 8 – 0 (McAninch absent)

C. CC RECOMMENDATION from CC meeting: 08/18/15
Result: /Vote:

SPECIAL USE PERMIT

Case Coordinator: Christopher Barton

GENERAL PROJECT INFORMATION

SITE ZONING: (TC) for the Transit Center District, Urban Core Sub-District

	<u>SURROUNDING ZONING</u>	<u>SURROUNDING LAND USES</u>
NORTH	(LI) Light Industrial District	Light Industrial (across PGBT)
SOUTH	(TC) Transit Center District, Urban Core Sub-District	Commercial (across Dickerson Pkwy).
EAST	(TC) Transit Center District, Urban Core Sub-District	DART Park and Ride Station (unused)
WEST	(TC) Transit Center District, Urban Core Sub-District with SUP 350b for a Light Rail Transit Passenger Station	DART Trinity Mills Station

REQUEST: Approval of an SUP to allow the use of a motorcycle training center

PROPOSED USE: Other Schools, Not Elsewhere Classified (motorcycle training school)

ACRES/LOTS: Approximately 12 acres/1 lot

LOCATION: 1441 W. Trinity Mills Road

HISTORY: The property was platted into a lot of legal record in 1985.
The current zoning was established in April 2005. Prior to that, the property was zoned for the (LI) Light Industrial District.
The existing building was constructed in approximately 1990.

COMPREHENSIVE PLAN: Transit Center/Transit uses

THOROUGHFARE PLAN: Trinity Mills Road (SH-190)/President George Bush Tollway is designated as a Controlled Access Highway and Dickerson Parkway is designated as a (C4U) Four-Lane Undivided Collector.

OWNERS: City of Carrollton

REPRESENTED BY: Chris Litfin; Texas Motorcycle Training Center

STAFF ANALYSIS

PROPOSAL/ BACKGROUND

This is a request for approval of a Special Use Permit (SUP) to allow the use of “Other Schools, Not Elsewhere Classified” (specifically a motorcycle training school).

This school would provide state-approved motorcycle safety courses that clients are required to complete in order to qualify for Texas motorcycle driving licenses.

Operational Characteristics

According to the applicant, the school will have the following elements and characteristics (“MTC” refers to the name of the school: Motorcycle Training Center):

It is a 15-hour class that spans two to three days. There are five hours of classroom time followed by a written test. There are 10 hours of riding time followed by a skills review and skills test.

Students are required to have protective gear including:

- Long jeans or heavy pants
- Long sleeve shirt or jacket that covers all of the arms
- Gloves with no holes or cut out fingers
- Eye protection
- Sturdy boots or shoes that cover the ankle bone
- DOT approved helmet (Provided by MTC if needed)

MTC provides the motorcycles, class materials, and cold water.

All riding is done on marked-off and coned-off ranges in the parking lot, and only under supervision of a licensed training instructor approved by both the Texas DPS as well as the Motorcycle Safety Foundation (MSF). Speeds on the course are generally 15 mph or less and never exceed 20 mph.

The owner and instructors must have a good driving record. Criminal back ground checks and fingerprints must be on file.

All the coaches who teach the classes must also maintain current CPR and First Aid certification as well as continuing education requirements in motorcycle and adult learning requirements.

The curriculum that is taught was developed by the Motorcycle Safety Foundation USA (www.msf-usa.org).

Additionally, the State of Texas Department of Public Safety, Motorcycle Safety Unit regulates motorcycle training. Their website is www.txdps.state.tx.us/msb/index.htm.

ELEMENTS TO CONSIDER

The City of Carrollton owns the property. The long-term intent of the City is to have the property redeveloped in accordance with the vision for a mixed-use, high-density, high-quality “urban” environment. In accordance with this intent, staff recommends no additional investment in the site (either the building or landscaping) be made at this time. Routine maintenance should continue.

Anderson’s Furniture currently holds a lease on the existing building, which they use for warehousing and minor sales operation. The Anderson’s lease explicitly allows them to sub-lease to the applicant.

As the property owner, the City of Carrollton has the right to terminate the lease (including any sub-leases) on relatively short notice.

The motorcycle training school would use a small portion of the existing building to host classroom activities; outdoor training will be conducted in the larger, open parking lot on the north side of the building, which is largely unused.

The proposed outdoor training area will occupy up to 78 parking spaces; however there should be more than enough parking remaining for the two uses to co-exist.

As a courtesy, the applicant has notified the City of Carrollton Police and Fire Departments of his intent to operate. To date, planning staff has not received any comments from either department.

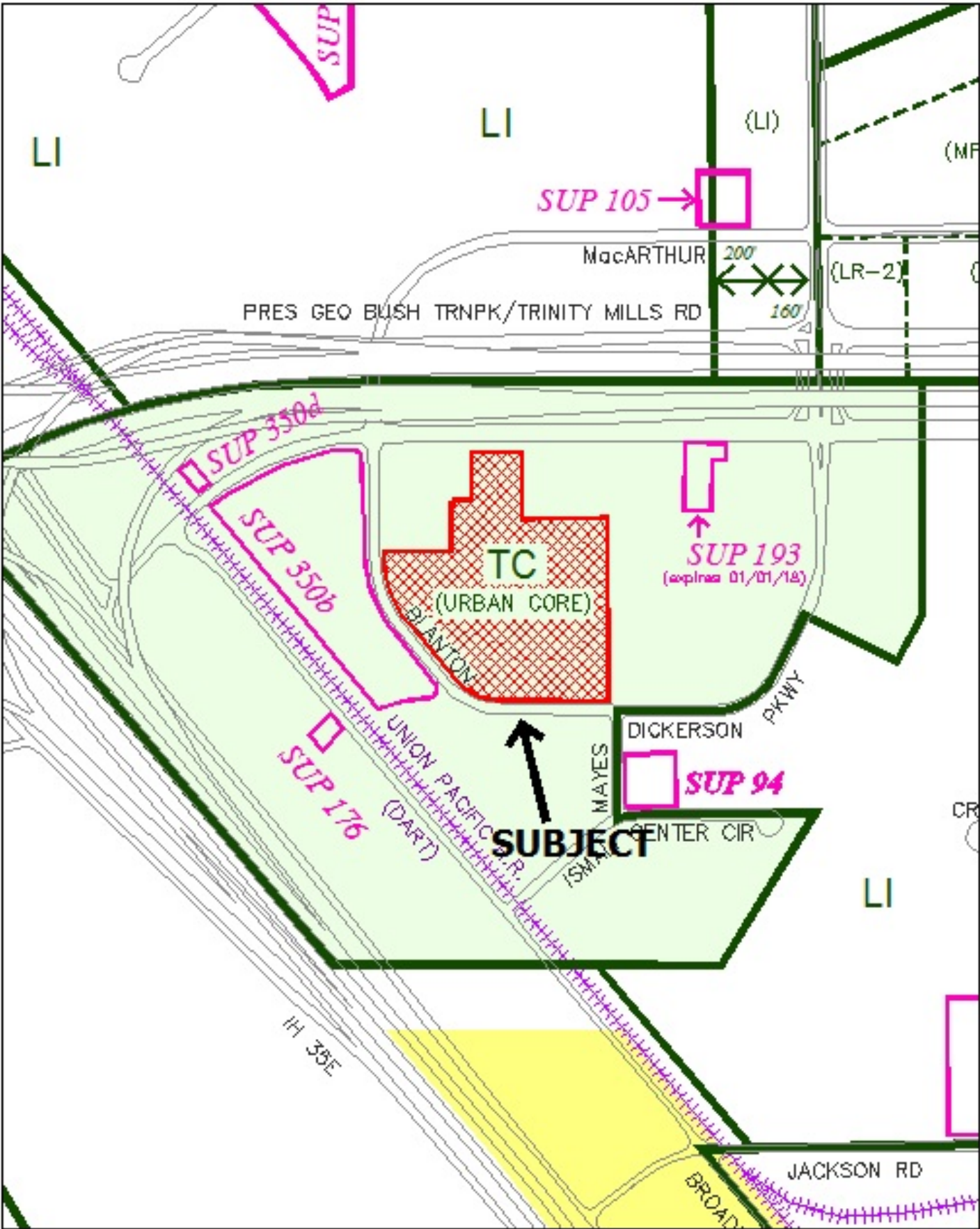
Sound from the motorcycle training school should not be a disturbance because it located greater than 1,500 feet from the nearest residential area, which is an apartment complex to the northeast across the President George Bush Tollway.

Any remodeling performed by the applicant will be in accordance with the City of Carrollton codes.

CONCLUSION

The proposed use appears to be appropriate.

Location & Current Zoning



**Supplementary Information
Photos of Existing Conditions**



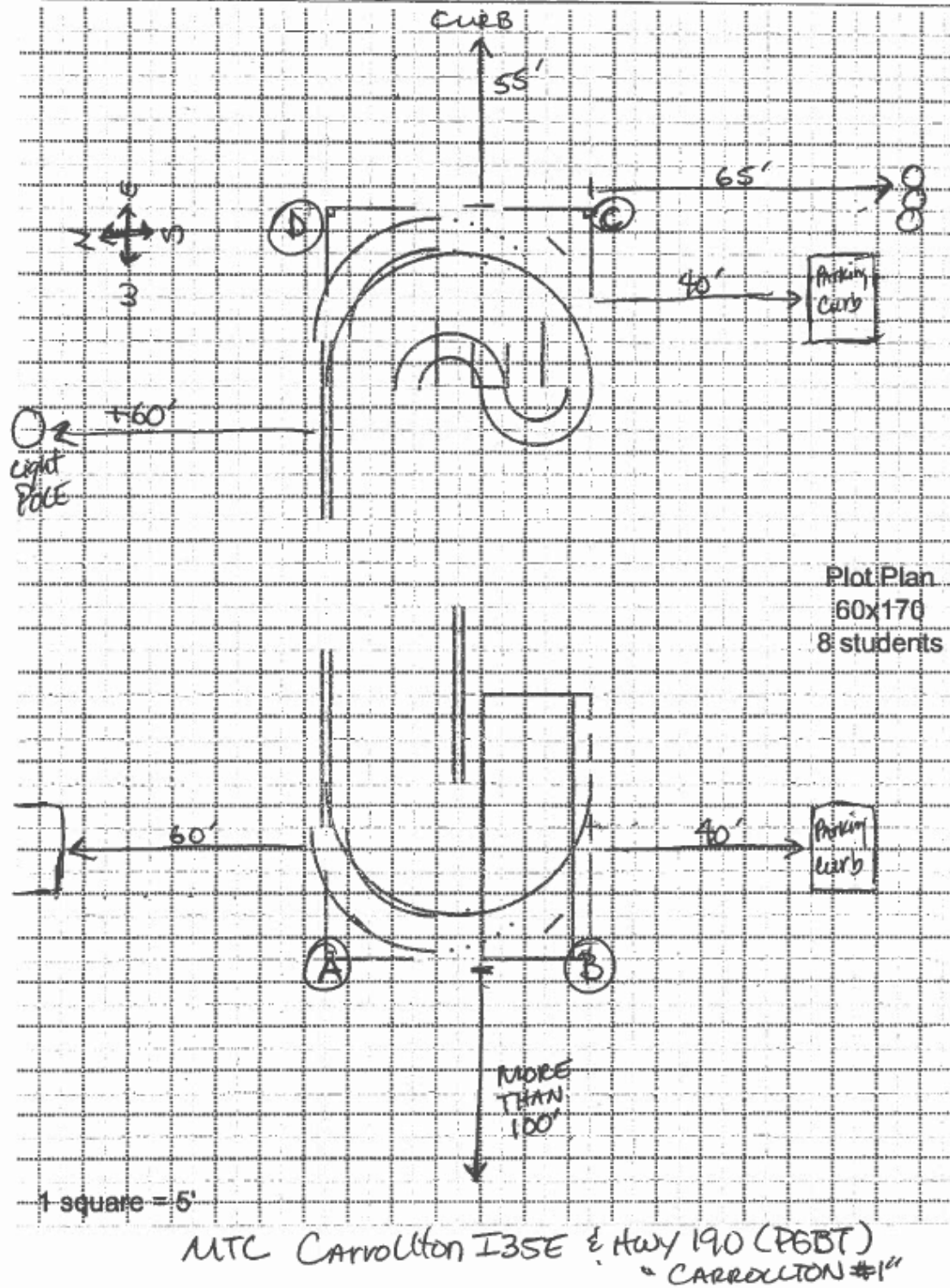
0



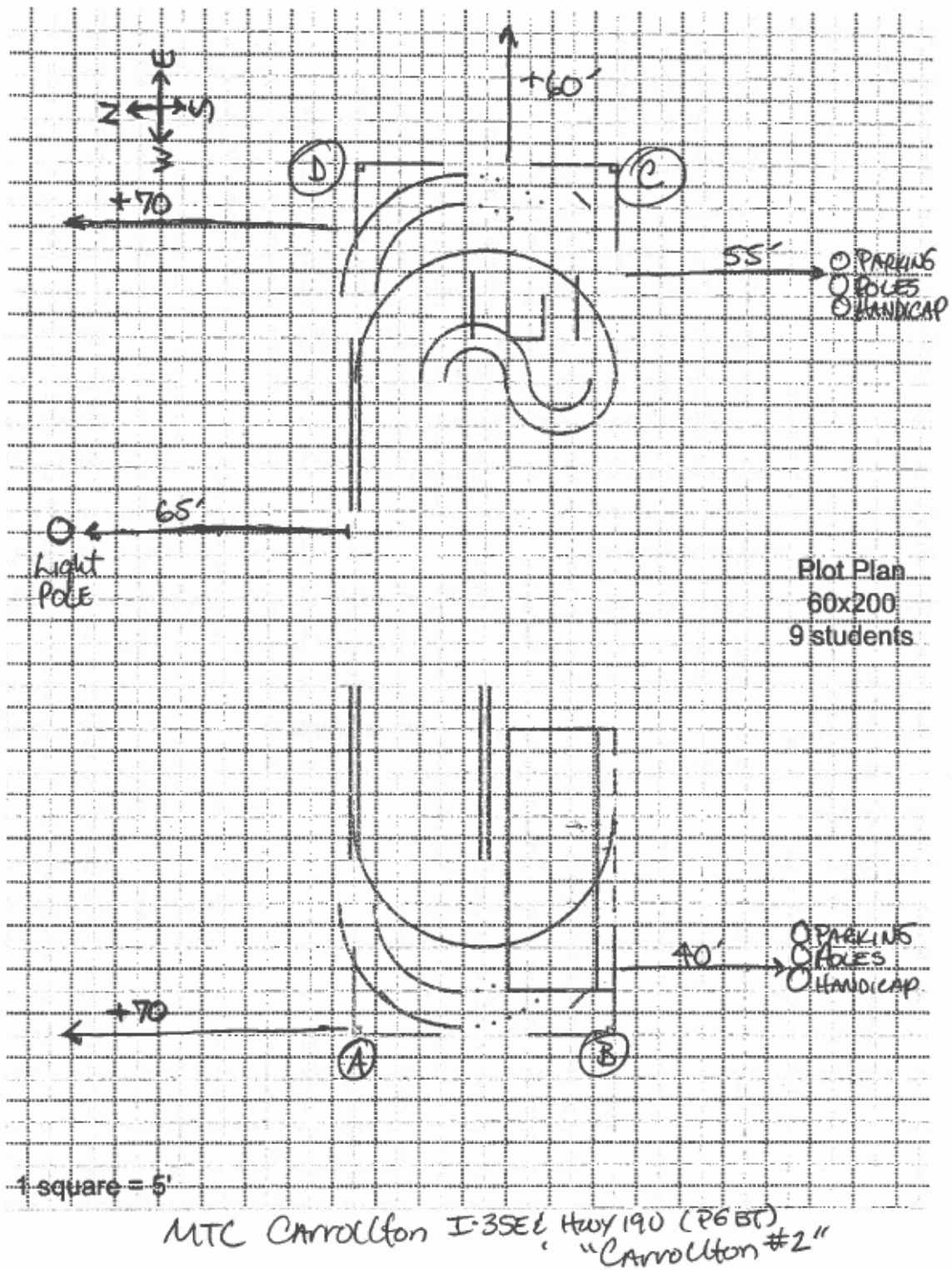
Supplementary Information
Birds-Eye View of Site (outlined in red)



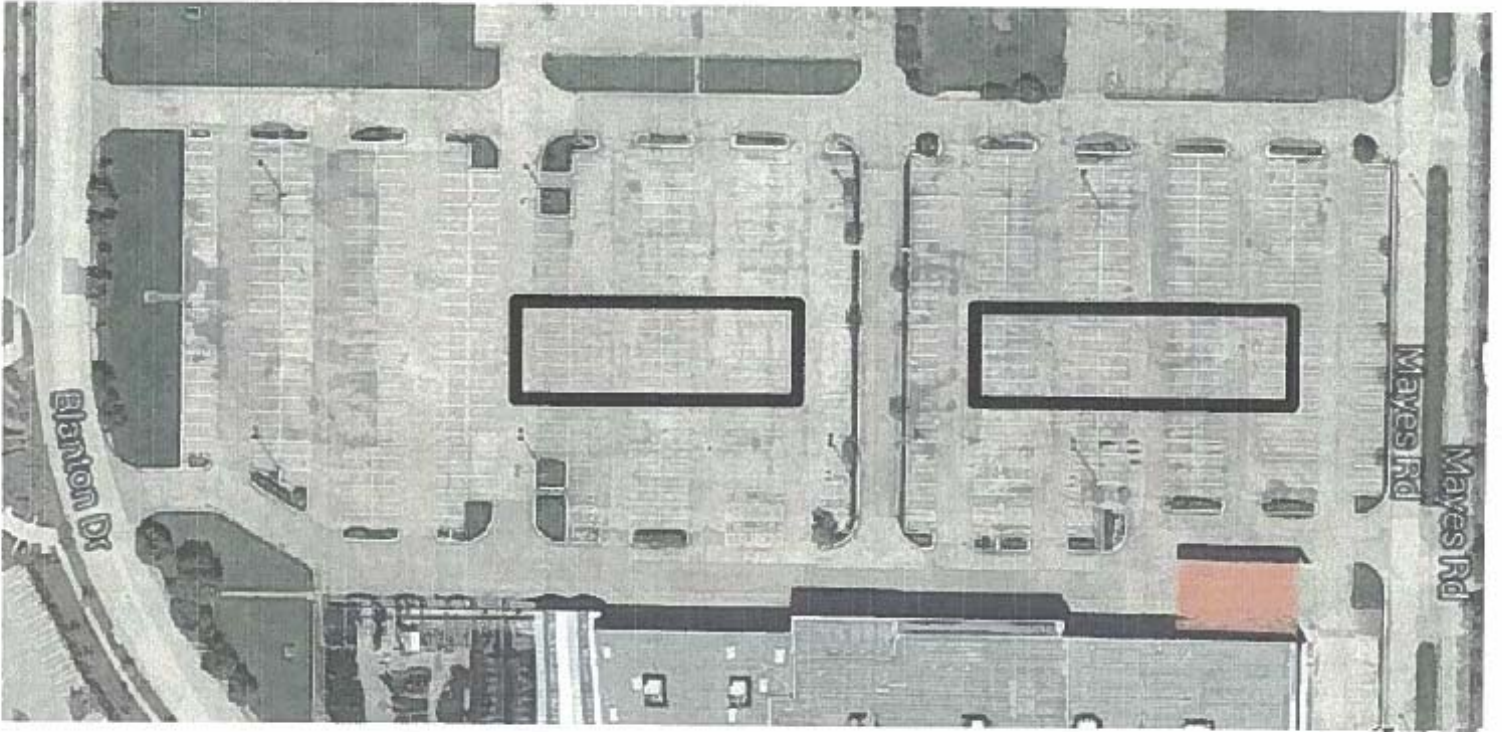
Supplementary Information
Applicant's Drawing of Practice Track 1



Supplementary Information
Applicant's Drawing of Practice Track 2



Supplementary Information
Applicants Depiction of Practice Track Locations



Motorcycle Training Center Carrollton Range Locations.

West Range is 140'x250'. Markings are (60'x170')

East Range is 140'x280'. Markings are (60' x 200')

Case No/Name: 07-15 SVP1 Date: 6/29/15
Name: Ran Fletcher / Proven Investment
Address: 2501 Mayes Rd
City, ST, ZIP: Carrollton Tx 75006

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____

Received

JUL 02 2015

Planning
City of Carrollton

Signature: 

**Excerpt from Draft Minutes
Planning & Zoning Commission
Meeting of July 16, 2015**

Public Hearing To Consider And Act On An Ordinance To Amend the Zoning And **Establish A Special Use Permit For A Motorcycle Training School** With Special Conditions On An Approximately 12-Acre Tract Located At 1441 West Trinity Mills Road; Amending Accordingly The Official Zoning Map. **Case No. 07-15SUP1 Motorcycle Training Center.** Case Coordinator: Christopher Barton.

Barton presented the case stating the proposed use seemed reasonable at least on a temporary basis. He advised that because the City owns the property and anticipates redeveloping the site, staff did not recommend any improvements to the building or landscaping. Staff recommended in favor of the request.

Chris Liftin, 1423 North Circle, owner of the Motorcycle Training Center, stated they provide the State approved motorcycle safety training required to have a motorcycle driver's license. He advised that he operates approximately 18 centers throughout the State.

Vice Chair Averett opened the public hearing and there were no speakers.

- * *Chadwick moved to close the public hearing and approve Case No. 07-15SUP1 Motorcycle Training Center; second by Daniel-Nix.* Kiser asked if it would be appropriate to include a stipulation that the City would not be liable for any injury or damages. Discussion was held regarding liability. Barton responded that staff would verify the terms of the lease to insure that the City would be held harmless. *The motion was approved with a unanimous 8-0 vote (McAninch absent).*

ORDINANCE NO. _____
Case No. 07-15SUP1 Motorcycle Training Center

PLANNING
City of Carrollton
Date: 08/18/15

SPECIAL USE PERMIT NO. 426

ORDINANCE NUMBER _____

ORDINANCE NO. _____ OF THE CITY OF CARROLLTON
AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY
ESTABLISHING SPECIAL USE PERMIT NUMBER 426 FOR A
MOTORCYCLE TRAINING SCHOOL UPON PROPERTY LOCATED AT
1441 WEST TRINITY MILLS ROAD; AMENDING ACCORDINGLY
THE OFFICIAL ZONING MAP; PROVIDING PENALTY,
SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND
PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS
ADOPTION AND PUBLICATION.

WHEREAS, at a public hearing held on the Sixteenth day of July, 2015, the Planning & Zoning Commission considered and made recommendation on a request regarding a Special Use Permit (Case No. 07-15SUP1), and:

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Carrollton, as amended; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1.

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

Section 2.

Special Use Permit (“SUP”) Number 426 is hereby established for a certain approximately twelve (12) acre tract of land located at 1441 West Trinity Mills Road as more specifically described on Exhibit A and generally depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference for all purposes allowed by law.

I. Permitted Uses

The following uses shall be permitted:

Other Schools, NEC
(motorcycle training school)

II. Special Development Standards

Development shall be in accordance with the following special conditions, restrictions, and regulations:

The motorcycle training school may use any portion of the existing parking lot for outdoor training and practice, provided adequate vehicular parking is maintained for visitors to all businesses on site.

III. Revocation of Special Use Permit

This Special Use Permit shall terminate and shall be deemed revoked upon the date of termination of any lease related to the site, at which time any uses granted by this SUP shall cease. The operator of the motorcycle training school acknowledges that any and all leases related to the site may be terminated with 60 days notice.

Section 3.

The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

Section 4.

Any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

Section 5.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

Section 6.

This ordinance shall be cumulative of all provisions of ordinances of the City of Carrollton, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 7.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

Section 8.

This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Eighteenth day of August, 2015.

CITY OF CARROLLTON

By: _____
Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson
City Secretary

APPROVED AS TO FORM:

Susan Keller
Assistant City Attorney

APPROVED AS TO CONTENT:

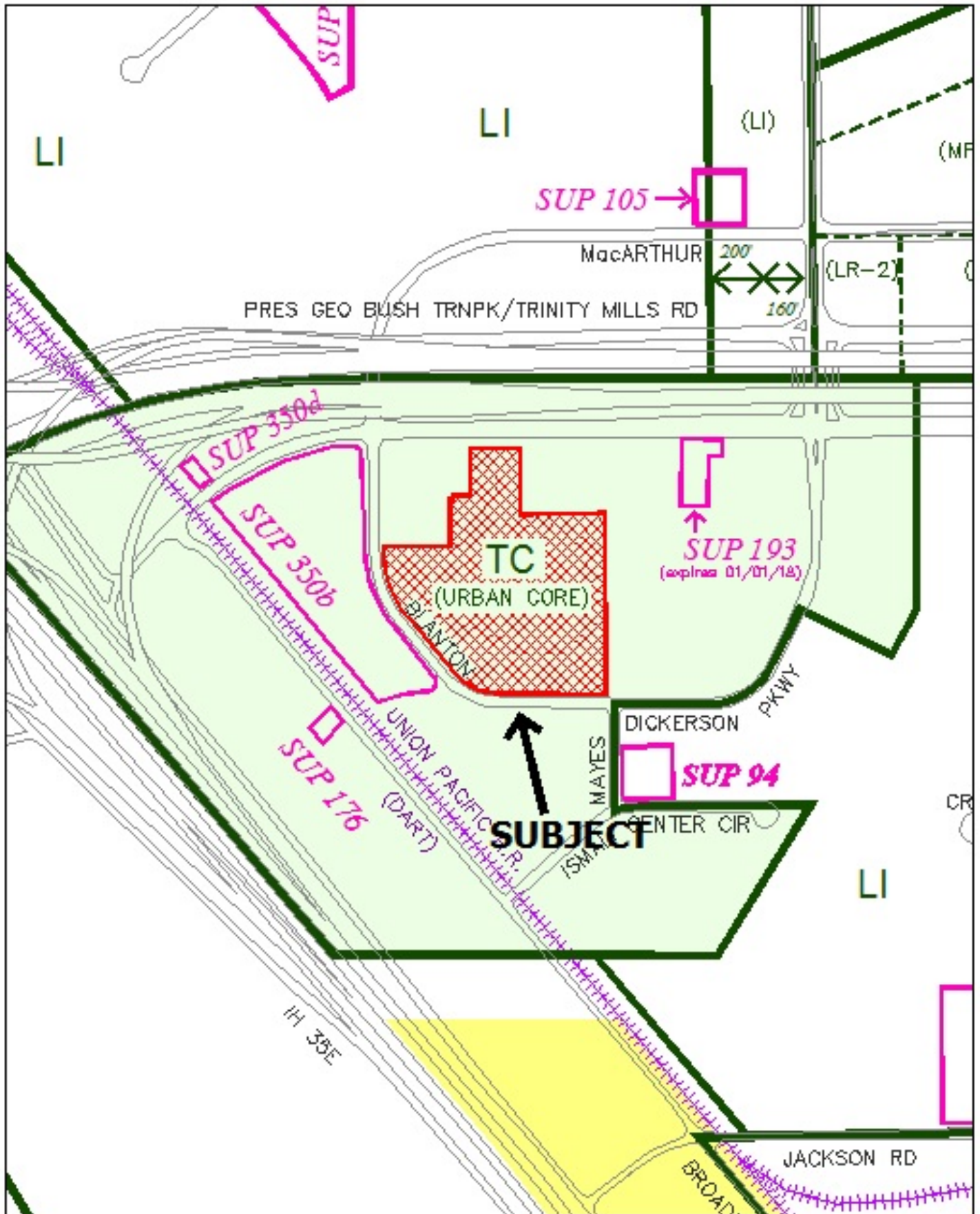
Christopher Barton
Chief Planner

ORDINANCE NO. _____
Case No. 07-15SUP1 Motorcycle Training Center

EXHIBIT A
Legal Descriptions

Lot 5R, Block I
Marketplace at Trinity Mills Second Replat

EXHIBIT B
Location Map





City of Carrollton

Agenda Memo

File Number: 2173

Agenda Date: 8/18/2015

Version: 1

Status: Public Hearing/Consent
Agenda

In Control: City Council

File Type: Public Hearing

Agenda Number: *18.

CC MEETING: August 18, 2015

DATE: August 10, 2015

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Amendment To The Comprehensive Zoning Ordinance To Add Article XX.4 To Establish A Redevelopment Zoning Overlay District Along Josey Lane From Keller Springs Road to Spring Valley Road, And Along Belt Line Road From Josey Lane To Marsh Lane. Case No. 06-15ZT1 Redevelopment Overlay District/City Of Carrollton. Case Coordinator: Michael McCauley.

BACKGROUND:

This is a city-initiated request to amend the Comprehensive Zoning Ordinance by adding Article XX.4 establishing a Redevelopment Overlay Zoning District (Josey-Belt Line Redevelopment Overlay District). The intent of the Redevelopment Overlay District is to remove obstacles to future property redevelopment and rehabilitation, improve the visual character of the affected street corridors, sustain property values, and create incentives to encourage private reinvestment in property and site improvements.

The overlay district concept was presented to the Redevelopment Sub-Committee earlier this year. Once the overlay district is adopted it will be applied to non-residential properties fronting on Josey Lane from Keller Springs Road to the city's southern boundary near Spring Valley Road, and fronting on Belt Line Road from Josey Lane to Marsh Lane.

In addition to the two related zoning cases regarding the Redevelopment Overlay Zoning District, there are two companion items on the City Council agenda which amend the Sign Code and Driveway Ordinance. These are necessary to remove obstacles for future property redevelopment and rehabilitation.

At the September 1, 2015 City Council meeting staff will present a proposed incentive policy for consideration to provide public funding to support private investment in the corridors to redevelop or rehabilitate aging properties.

STAFF RECOMMENDATION/ACTION DESIRED:

On June 4, 2015, the Planning and Zoning Commission recommended APPROVAL. The attached ordinance reflects the action taken by the Commission. Because the vote of the Commission was unanimous and no public opposition has been received, this item is being placed on the Public Hearing - Consent Agenda portion of the agenda.

RESULT SHEET

Date: 08/19/15

Case No./Name: 06-15ZT1 Redevelopment Overlay District

A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommends **APPROVAL**.

B. P&Z RECOMMENDATION from P&Z meeting: 06/04/15

Result: **APPROVED** /Vote: 8-0 (Kiser absent)

C. CC PUBLIC HEARING from CC meeting: 08/18/15

Result: /Vote:

STAFF ANALYSIS

PURPOSE

This is a city-initiated request for approval to amend the Comprehensive Zoning Ordinance by adding Article XX.4 establishing a Redevelopment Overlay Zoning District (Josey-Belt Line Redevelopment Overlay District). The intent of the Redevelopment Overlay District is to remove obstacles to future property redevelopment and rehabilitation, improve the visual character and sustain property values, and create incentives to encourage private reinvestment in property and site improvements.

The overlay district addresses the various stages of property development or redevelopment. The three tiers are redevelopment (tear down and rebuild), rehabilitation and occupancy inspection (change of tenant). Allowances include reduced exterior masonry on rehabilitation projects, reduced parking on developed lots, reduced building setbacks and increase lot coverage; all allowances will allow a greater chance for adaptive reuse of selected properties.

The overlay district concept was presented to the Redevelopment Sub-Committee earlier this year. Once the overlay district is adopted, it will initially be applied to commercial and industrial properties fronting on Josey Lane from Keller Springs Road to the city's southern boundary near Spring Valley Road, and commercial and industrial properties fronting on Belt Line Road from Josey Lane to Marsh Lane.

Staff and the Re-Development Sub-Committee have explored concepts for creating an incentive package for repair, rehabilitation and re-development in the city's two older business corridors.

USES

- Prohibited use shall be Used Car Dealers (indoors and outdoors).
- Drive-Through Windows shall be allowed as part of an approved business.

DESIGN STANDARDS TO THE REDEVELOPMENT OVERLAY DISTRICT

The following three tiers illustrate the proposed design standards:

1. REDEVELOPMENT (tear down and rebuild):

ZONING	RECOMMENDED	REASON
1. Minimum front setback	30 feet	To allow a larger building envelope
2. Minimum side setback	<ul style="list-style-type: none">• 10 feet next to a street• Internal setback comply with building code	
3. Minimum rear setback	<ul style="list-style-type: none">• 10 feet next to single family• Rear setback to comply with building code	
4. Height limit	30 feet	To allow additional height and variations
5. Maximum building (lot) coverage	70%	To add uniqueness to building design
6. Dumpster enclosure	Wood board-on-board with cap	Provides adequate screening
7. Rooftop painting	<ul style="list-style-type: none">• Prohibit on sloped shingle asphalt roof• Allowed on metal roof	Aesthetics
8. Parking required based on use	<ul style="list-style-type: none">• Office: 1/500• Retail: 1/350• Restaurant without drive-thru: 1/200• Restaurant with drive-thru: 1/250	Reduction due to site limitations

LANDSCAPING/BUFFERING	RECOMMENDED	REASON
1. Screening adjacent to residential	Minimum wood board-on-board with a cap	Provides adequate screening
2. Landscape buffer adjacent to street right-of-way	10 feet average with no area less than 3 feet in depth	To allow greater building envelope and maintain corridor aesthetics
3. Trees	One 3 inch caliber shade tree per 100 linear feet	Provides adequate landscaping
	Two 3 inch ornamental trees per 100 linear feet of frontage	
4. Shrubs	If parking lot is not adjacent to a street, shrubs may be deciduous and may be used as foundation plantings rather than buffer plantings. If shrubs are used as foundation plantings, shrubs shall be planted no greater than 30 inches on center	To allow greater design choices
5. On site landscaping	5%	To allow greater design flexibility
6. Parking lot landscaping	Parking lot islands may be 4 feet in width. Islands shall not be required when the parking spaces are located behind the main building	

DRIVEWAY	RECOMMENDED	REASON
1. Internal Storage/ queuing	23 feet minimum	To match reduced landscape buffer
2. Drive Approach radius	15 feet minimum if not used in conjunction with fire lane	Allows for greater parking design and maintains safety
3. Drive Approach width	20 feet minimum if not used in conjunction with fire lane	
4. Number of allowed driveways	Require closure of existing driveways that are not in compliance with the ordinance	
5. Distance from the intersection	Reduce degree of nonconformity	

SIGNAGE	RECOMMENDED	REASON
1. Sign setback	15 feet from back of curb	Increased visibility incentive
2. Sign height	4 feet	Tradeoff for a reduced setback
3. Sign area	40 square feet	
4. Sign construction	Brick/stone with a minimum of 6 inches of surround	Maintains aesthetics

STORM WATER	RECOMMENDED	REASON
1. Detention	Reduce requirement to maintain existing conditions	Increase lot coverage

2. REHABILITATION:

ZONING	RECOMMENDED	REASON
1. Minimum brick or stone content	Allow for 80% stucco or EIFS through a development plan review	Allow for greater design flexibility and encourage refurbishing
2. Glare (light)	Shielded	Continued control of outdoor glare (light)
3. Rooftop screening	Required if more than 50% of the site is improved	Maintain corridor aesthetics
4. Rooftop painting	<ul style="list-style-type: none">• Prohibit on sloped, shingle asphalt roof• Allowed on metal roof	Aesthetics
5. Dumpster enclosure	All existing dumpsters shall be required to have a minimum wood board-on-board with cap	Provides adequate screening

LANDSCAPING/BUFFERING	RECOMMENDED	REASON
1. On-site landscaping	Arborist may invoke an agreement to plant trees in the R.O.W. (license agreement)	Enhanced corridor beautification

PARKING	RECOMMENDED	REASON
1. Parking lot surface; restriping the parking area	Repair pot-holes; restripe parking spaces & any applicable fire lanes	Improve safety and visual by refreshing the site

3. CERTIFICATE OF OCCUPANCY:

Provide the applicant a proactive joint inspection of the entire property with both Building Inspection and Code Enforcement staff to provide the applicant with a list of necessary improvements during a Certificate of Occupancy review.

A Temporary Certificate of Occupancy will be issued for a maximum of 6 months to allow the property owner time to make repairs and bring the development into compliance:

- Replace dead or missing landscaping
- Remove illegal and/or obsolete signage
- Repair and/or restripe parking lot surface
- Verify proper location of and enclose dumpsters with appropriate screening materials
- Correct any lighting/glare issues not in compliance with January 2017 requirement
- Install rooftop screening for illegally installed equipment
- Check building for proper maintenance and sealing against weather

CONCLUSION

In response to the direction from the Re-Development Sub-Committee, staff prepared the proposed Redevelopment Overlay District Ordinance with modified design standards. Staff believes the modified regulations and development standards address the Sub-Committee's concerns.

**Excerpt from Minutes
Planning & Zoning Commission
Meeting of June 4, 2015**

10. Hold A Public Hearing To Consider And Act On **Amending The Comprehensive Zoning Ordinance** To Add Article XX.4 To Establish A Redevelopment Overlay District. **Case No. 06-15ZT1 Redevelopment Overlay District/City Of Carrollton.** Case Coordinator: Michael McCauley.

9. Hold A Public Hearing To Consider And Act On **An Ordinance To Amend the Zoning** To Establish A Redevelopment Overlay District For Defined Corridors Along Josey Lane And Belt Line Road. **Case No. 06-15Z1 Josey – Belt Line Redevelopment Overlay District/City Of Carrollton.** Case Coordinator: Michael McCauley.

Chair McAninch opened the two items to be held simultaneously with Item 10 first.

McCauley presented the two cases noting the boundary starts on Josey Lane from Keller Springs Road to the city's southern boundary near Spring Valley Road, and on Belt Line Road from Josey Lane to Marsh Lane. He stated it would not have an impact on multi-family, single family residential or schools. He advised that City Council wanted to apply an overlay along the corridors to help remove some of the obstacles that redevelopment could face. It would improve the visual character by allowing certain incentives. He reviewed key development standards and provided slides that reflected the adjusted setbacks and standards. He referred to a chart in the case report that outlined the proposed changes.

Chair McAninch opened the public hearings and invited speakers to address the Commission.

Ted Lewis, 2648 Liberty Circle, Aubrey and owner of property at 2507 Towerwood, Carrollton, which is a street parallel to Belt Line Road, had various questions but did not speak in favor or against the case.

Chair McAninch noted there was a card submitted from Larry Page, 1820 N. Josey Lane, without designation of being in favor or opposed and he did not wish to speak. There being no other speakers, she closed the public hearing and opened the floor for discussion or a motion.

** Romo moved approval of Case No. 06-15ZT1 Redevelopment Overlay District amending the Comprehensive Zoning Ordinance as recommended by staff with the exception of the zero setback in the rear to be per Building Code and prohibiting car dealerships, and if more than 50% of the site is improved to have rooftop screening as a requirement and any other specifications set forth by staff in the case report; second by Stotz and the motion was approved with a unanimous 8-0 vote (Kiser absent).*

** Chadwick moved approval of Case No. 06-16Z1 Josey – Belt Line Redevelopment Overlay District; second by Averett and the motion was approved with a unanimous 8-0 vote (Kiser absent).*

ORDINANCE NUMBER _____

ORDINANCE NO. _____ OF THE CITY OF CARROLLTON AMENDING ORDINANCE NUMBER 1470, OTHERWISE KNOWN AS THE COMPREHENSIVE ZONING ORDINANCE, BY ADDING ARTICLE XX.4 TO ESTABLISH A REDEVELOPMENT OVERLAY DISTRICT; AND ESTABLISHING STANDARDS FOR REDEVELOPMENT WITHIN THE DISTRICT; AND PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

WHEREAS, at a public hearing held on the 4th day of June, 2015, the Planning & Zoning Commission considered and made recommendation on a change to the Comprehensive Zoning Ordinance of the City of Carrollton (Case No. 06-15ZT1 Redevelopment Overlay District); and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals and general welfare:

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

Section 1.

That Article XX.4 of the Comprehensive Zoning Ordinance, as amended, is hereby created to read in its entirety:

ARTICLE XX.4.
“JBL” JOSEY-BELT LINE REDEVELOPMENT OVERLAY DISTRICT

SECTION A. PURPOSE AND INTENT.

1. The purpose of the “JBL” Josey-Belt Line Redevelopment Overlay District (“JBL District”) is to encourage future property redevelopment and rehabilitation, and enhance the aesthetic and visual character along major corridors.
2. It is intended to protect the general welfare of the community by ensuring the properties are in compliance with the health and safety provisions applicable in the City of Carrollton.
3. It is intended to encourage private reinvestment in property and site improvements by

removing obstacles to property redevelopment and rehabilitation when any of the following occurs:

- a. Redevelopment of property by tear-down and rebuild;
 - b. Rehabilitation of property by renovating the site; and
 - c. Occupancy inspection when a change of tenant occurs.
4. The provisions of the JBL District shall supersede the regulations of the underlying zoning district where such district's regulations are in conflict with the provisions of this Article. All regulations of the underlying zoning district not specifically provided for by the provisions of the JBL District regulations shall remain in effect.

SECTION B. PRINCIPAL, ACCESSORY AND ADDITIONAL PERMITTED USES.

1. No land shall be used and no structure shall be erected for, converted to, or used for any principal or accessory use other than such uses as are allowed in the underlying zoning districts, in accordance with Article V of this ordinance.
2. Drive-Through Windows shall be allowed as part of an approved business.

SECTION C. SPECIAL USE PERMITS.

Uses requiring approval of a Special Use Permit shall be allowed in the underlying zoning district(s) only in accordance with Articles V and XXI of this ordinance.

SECTION D. PROHIBITED USES.

The following uses shall be specifically prohibited in the JBL District:

1. Any structure erected or land used for other than one or more of the uses specifically permitted pursuant to this Article and Article V of this ordinance;
2. Any use of property that does not meet the required minimum lot size; front, side or rear yard dimensions; lot depth or width; or which exceeds the maximum height, building coverage or any other standards as herein required, except as provided by Article XXVIII of this ordinance;
3. The storage of equipment, material or vehicles, including abandoned vehicles, which are not necessary to uses permitted in this district; and
4. Used Car Dealers (indoors and outdoors).

SECTION E. REDEVELOPMENT.

1. HEIGHT AND AREA REGULATIONS:

- a. The maximum building height shall be thirty feet (30').
- b. The minimum side yard setback shall be ten feet (10') next to a street and internal setback shall comply with the building code.
- c. The minimum rear yard setback shall be ten feet (10') next to single-family and comply with building code when adjacent to non-single-family.
- d. The minimum front yard setback shall be thirty feet (30').
- e. The maximum building (lot) coverage shall be seventy percent (70%).
- f. Trash receptacle screening may consist of wood, board-on-board screening with a cap.
- g. Rooftop painting is prohibited on a sloped roof with asphalt shingles.
- h. Parking ratio shall be based on the following:
 - Office use: 1 space per five hundred (500) square feet of building
 - Retail use: 1 space per three hundred fifty (350) square feet of building
 - Restaurant without a drive-thru window: 1 space per two hundred (200) square feet of building
 - Restaurant with a drive-thru window: 1 space per two hundred fifty (250) square feet of building

2. LANDSCAPING/BUFFERING:

- a. Landscaping shall be provided on the premises of any property in accordance with Article XXV of this ordinance, except as otherwise provided herein.
- b. All landscape plans shall be developed by a landscape authority, as defined herein. The plans shall be developed in accordance with Article XXV, Section B (3) of this ordinance, except as otherwise provided below:
 1. Screening adjacent to residential may consist of wood, board-on-board with a cap.
 2. A landscape buffer adjacent to a street shall be ten feet (10') in average with no area less than 3 feet in depth.

3. Trees shall be required per the following:

- One three inch (3") caliper shade tree (measured at four and one-half feet (4.5') above the ground) per one hundred (100) linear feet.
- Two three inch (3") caliper ornamental trees (measured at four and one-half feet (4.5') above the ground) per one hundred (100) linear feet of frontage

4. Shrubs.

- If parking lot is not adjacent to street, shrubs may be deciduous and may be used as foundation plantings rather than buffer plantings.
- If shrubs are used as foundation plantings, shrubs shall be planted no further apart than thirty inches (30") on center.

5. On site landscaping shall be a minimum of five percent (5%) of the area of the site.

6. Parking lot landscaping.

- Must be at least four feet (4') in width as measured from the back of the curb.
- Islands shall not be required when the parking spaces are located behind the main building.

SECTION F. REHABILITATION.

1. HEIGHT AND AREA REGULATIONS:

- a. A maximum eighty percent (80%) stucco or EIFS exterior siding may be allowed through a development plan review.
- b. Existing and proposed lighting shall comply with the Glare Ordinance.
- c. Rooftop screening shall be required when greater than fifty percent (50%) of the site is renovated.
- d. Trash receptacle screening may consist of wood, board-on-board screening with a cap.
- e. Rooftop painting is prohibited on a sloped roof with asphalt shingles.

2. LANDSCAPING/BUFFERING:

The City Arborist may invoke a license agreement to plant trees in the City's Right-Of-Way.

3. PARKING LOT:

All off-street parking areas and spaces shall be improved by repairing pot-holes, and restriping the parking spaces and any applicable fire lanes.

SECTION G. CERTIFICATE OF OCCUPANCY.

1. Provide the applicant a proactive joint inspection of the entire property with both Building Inspection and Code Enforcement staff to provide the applicant with a list of necessary improvements during a Certificate of Occupancy review.
2. A Temporary Certificate of Occupancy will be issued for a maximum of six (6) months to allow the property owner time to make repairs and bring the development into compliance:
 - Replace dead or missing landscaping
 - Remove illegal and/or obsolete signage
 - Repair and/or restripe parking lot surface
 - Verify proper location of and enclose dumpsters with appropriate screening materials
 - Correct any lighting/glare issues not in compliance with January 2017 requirements
 - Install rooftop screening for illegally installed equipment
 - Check building for proper maintenance and sealing against weather

SECTION H. MISCELLANEOUS REQUIREMENTS.

1. ACTIVITIES WITHIN AN ENCLOSED BUILDING:

All business operations and activities shall be conducted completely within an enclosed building, and in no instance shall any outside activity be permitted, except for the following: off-street parking or loading; drive-in or drive-through window at a financial institution, restaurant, prescription pharmacy or dry cleaning establishment; outdoor dining in conjunction with a restaurant; material recycling collection bin; mobile collection center for secondhand goods; mobile redemption center; and the temporary outside display and sales of Christmas trees.

Outside storage shall be allowed only where permitted in the underlying zoning district, and shall also comply with Article XXVI, Section A, of this ordinance and Section E(1) of this Article.

The outside display of merchandise incidental to a permitted use shall be allowed per the underlying zoning district, and shall comply with Article XXVI, Section B, of this ordinance.

2. UTILITIES:

All utilities located within two-hundred (200) feet of the front property line, which will serve any lot or parcel, shall be installed underground, except for any transmission lines or feeder lines, either existing or proposed, provided that such transmission or feeder lines shall be located within a designated paved easement or alleyway provided by the property owner.

Nothing set forth herein shall prohibit or restrict any utility company from recovering the difference between the cost of overhead facilities and underground facilities pursuant to the utility's policies and cost reimbursement procedures with respect to the installation and extension of underground service.

SECTION I. ADMINISTRATION.

1. It is the intent of this Code that a developer or builder who wishes to develop will be processed in an expedited manner. However, if there are substantial variances requested, additional approvals shall be required which may delay development progress.

2. Alternate Standards

- a. For the purposes of this Code, there shall be two types of Alternate Standards — Minor and Major.
- b. Minor Alternate Standards are considered relatively slight changes to the strict adherence to the standards in this Code and may be approved administratively by the City Manager or his designee as part of a Development Plan. However, all Minor Alternate Standards must meet the full intent of this Code as stated herein.
- c. Major Alternate Standards are considered relatively significant changes to both the standards and stated intent of this Code. Major Alternate Standards may only be approved by a majority vote of the City Council after a recommendation of approval by the Planning and Zoning Commission. The ability to approve Alternative Standards shall also apply to Sections 151.93 and 151.94 of the Carrollton Code of Ordinances (Sign code) regarding sign regulations.
- d. The City may impose reasonable conditions, including screening requirements, time limits, or other requirements that meet the intent of this ordinance, on granting any Alternate Standards in order to minimize any potential negative impact on the district, neighboring properties or public streets or open space.

3. Development Plan Approval

- a. Prior to obtaining a Building Permit, a Development Plan must be approved by the City Manager or his designee, to certify that it meets the purpose, intent and standards contained in this Code.

- b. Development Plans shall include the following information:
 - 1. Site plan.
 - 2. Building elevations and sections.
 - 3. Building function/proposed use.
 - 4. Parking standards being met.
 - 5. Any minor or major alternate standards being requested.

4. Appeals

- a. Denial of a Development Plan or an application for Minor Alternate Standards by the City Manager or his designee may be appealed to the Planning and Zoning Commission if the appeal is filed with the Development Services Department within ten (10) days of the denial. The decision of the City Manager or designee may be overturned by the favorable vote of three-fourths (3/4) of all members of the Planning and Zoning Commission.
- b. Denial of a Development Plan or an application for Minor Alternate Standards by the Planning & Zoning Commission may be appealed to the City Council if the appeal is filed with the Development Services Department within ten (10) days of the action of the Planning & Zoning Commission.”
- c. If the Planning and Zoning Commission does not recommend approval on a Major Alternate Standard, the Major Alternate Standard may only be approved by a favorable vote of three-fourths (3/4) of all members of the City Council.

Section 2.

Any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

Section 3.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

Section 4.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

Section 5.

This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Eighteenth day of August, 2015.

CITY OF CARROLLTON

By: _____
Matthew Marchant, Mayor

ATTEST:

Krystle F. Nelinson
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Susan Keller
Assistant City Attorney

Michael McCauley
Senior Planner



City of Carrollton

Agenda Memo

File Number: 2168

Agenda Date: 8/18/2015

Version: 1

Status: Public
Hearing/Individual
Consideration

In Control: City Council

File Type: Public Hearing

Agenda Number: 19.

CC MEETING: August 18, 2015

DATE: August 10, 2015

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager

Conduct A **Public Hearing On The Proposed 2015 Property Tax Increase And Proposed Operating And Capital Budget For The Fiscal Year October 1, 2015 Through September 30, 2016.**

BACKGROUND:

The Preliminary Budget was distributed to Council on July 30, 2015 and a Council work session was held August 4, 2015 at which staff presented the Preliminary Budget. An additional Council work session is scheduled for August 18, 2015 for Council to deliberate and provide guidance to staff for the finalization of the Budget. Public Hearings on the proposed budget and proposed tax rate have been scheduled for August 18 and September 1, 2015. Required publication of the tax rates and public hearing dates were in the *Carrollton Leader* on August 9, 2015. The proposed budget and proposed tax rate are to be presented to Council for adoption on September 15, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Hold a Public Hearing on August 18, 2015 on the proposed tax increase and the proposed budget for Fiscal Year 2016. Any changes resulting from citizen input could be considered and incorporated into the budget that night, at a work session on September 1, 2015, or at a work session on September 15, 2015 prior to the approval of the budget during the regular meeting.



City of Carrollton

Agenda Memo

File Number: 2137

Agenda Date: 8/18/2015

Version: 1

Status: Public
Hearing/Individual
Consideration

In Control: City Council

File Type: Public Hearing

Agenda Number: 20.

CC MEETING: August 18, 2015

DATE: July 21, 2015

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Ordinance To Amend The Zoning And Establish A New Planned Development District On An Approximately 5 Acre Tract For The (O-2) Office District With Modified Development Standards To Allow A Mini-Storage Warehouse Facility And To Exceed The Maximum Allowable Building Height, Located On The South Side Of Hebron Parkway Between Marsh Ridge Road And The Kansas City Southern Railroad. Case No. 07-15Z1 Extra Space Storage/Fred Gans - Cornerstone RPC Storage I, LP. Case Coordinator: Michael McCauley.

BACKGROUND:

This is a request for approval of a new planned development district based on the (O-2) Office District to allow a mini-storage warehouse facility and to exceed the maximum allowable building height in the (O-2) Office District.

The tract was zoned (O-2) Office District in 1992.

STAFF RECOMMENDATION/ACTION DESIRED:

On July 16, 2015, the Planning and Zoning Commission recommended APPROVAL. The attached ordinance reflects the action of the Commission. Although the action of the Commission was unanimous, public opposition has been received. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

RESULT SHEET

Date: 08/19/15

Case No./Name: 07-15Z1 Extra Space Storage

A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommended **DENIAL**.

B. P&Z RECOMMENDATION from P&Z meeting: 07/16/15

Result: **APPROVED** with the following stipulations: /Vote: 8-0 (McAninch absent)

1. If developed as a mini-storage warehouse facility, the development shall be in accordance with the Conceptual Site Plan, Conceptual Landscape Plan and Conceptual Building Elevations.
2. No outdoor storage shall be permitted.

C. CC PUBLIC HEARING from CC meeting: 08/18/15

Result: /Vote:

ZONING

Case Coordinator: Michael McCauley

GENERAL PROJECT INFORMATION

SITE ZONING: (O-2) Office District

	<u>SURROUNDING ZONING</u>	<u>SURROUNDING LAND USES</u>
NORTH	PD-91 for the (LR-1) Local Retail District	Retail uses (across Hebron Parkway)
SOUTH	(O-2) Office District	Undeveloped
EAST	Town of Hebron	Church (across Kansas City Southern Railroad)
WEST	(O-2) Office District	Single-Family Residential Subdivision

REQUEST: Establish a Planned Development based on the (O-2) Office District to allow a mini storage warehouse facility and to exceed the maximum allowable building height in the (O-2) Office District.

PROPOSED USE: Mini Storage Warehouse facility

ACRES/LOTS: Approximately 5 acres/ part of 1 tract (unplatted)

LOCATION: South side of Hebron Parkway between Marsh Ridge Road and the Kansas City Southern Railroad.

HISTORY: The subject tract has been zoned for the (O-2) Office District since 1992.

The current lot has never been platted.

The site has a stable and horses.

COMPREHENSIVE PLAN: Medium Intensity Office uses

TRANSPORTATION PLAN: Hebron Parkway is designated as a (A6D) Six-Lane Divided Arterial. Marsh Ridge Road is designated as a (A4D) Four-Lane Divided Arterial.

OWNERS: Gilbert Kirk

REPRESENTED BY: Fred Gans/Cornerstone RPC Storage I, LP

STAFF ANALYSIS

PROPOSAL

This is a request for a Planned Development based on the (O-2) Office District to allow a mini storage warehouse facility.

ELEMENTS TO CONSIDER

1. The property fronts on a major gateway into Carrollton.
2. The property was zoned (O-2) Office District in 1992 with the expectation that the property would be developed as offices.
3. The subject property is currently used as a pasture for horses.
4. The property has a significant slope as the ground elevation decreases southward.
5. A single-family residential subdivision is to the immediate west of the subject tract.
6. To the immediate east of the tract is the Kansas City Southern Railroad.
7. To the north across Hebron Parkway are commercial uses.
8. The applicant is proposing a mini-storage facility consisting of two (2) buildings totaling approximately 110,150 square feet.
9. The roll-up doors are facing inward toward each building and to the south.
10. The applicant is requesting the Planned Development to allow a mini-storage facility consisting of two (2) buildings and to allow the height of the main building to exceed the maximum allowed height of 25 feet in the (O-2) Office District to approximately 35 feet.
11. Staff has received written public comments to the applicant's request and they are attached to this report.

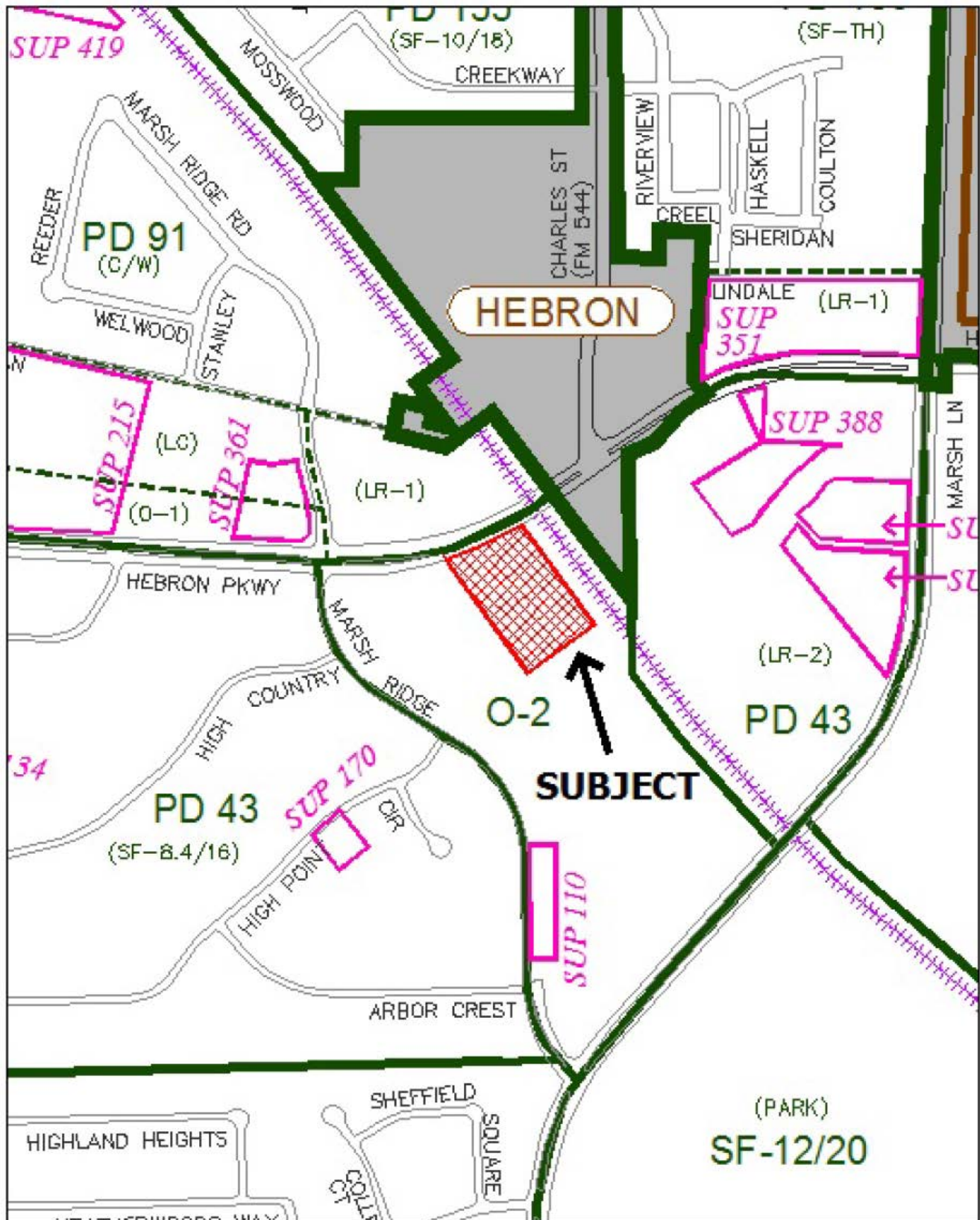
CONCLUSION

Although staff does not believe the proposed use is appropriate because of its location along this gateway into Carrollton, the Commission recommended approval with two stipulations as noted on the Results Sheet in this case report. However, since staff did not recommend approval, staff did not provide initial stipulations for the Commission to consider. ***Therefore, should the Council approve the applicant's request, staff recommends the Council consider adding the following stipulations to the Commission's recommended stipulations:***

- 1. No wood fencing shall be permitted.***
- 2. Only one wall sign shall be permitted for this development. Such sign may only be placed on the two-story building.***

3. *Only one monument sign shall be permitted for this development.*
4. *Add ten (10) evergreen screening trees (minimum 15 gallon) evenly spaced along the western edge of the one-story building and six (6) Mexican plum trees (minimum 15 gallon) evenly spaced along the southern perimeter of the development site. Placement to be approved by the City Arborist.*
5. *The two-story building may not exceed a height of 35 feet.*

Location & Current Zoning



Supplemental Information
Aerial Photo



Applicant's Narrative**Application Explanation and Description of Request or Project
May 26, 2015**

This is a request by Cornerstone Development Corporation for a Planned Development District for Office-2 District uses and development guidelines in addition to a climate controlled self-storage use. The site is a 4.84-acre tract located along the south side of Hebron Parkway, east of Marsh Ridge Road. The vacant site is zoned Office-2 and is being used for agriculture purposes.

Request:

Specifically, the request is for a Planned Development District for all Office-2 District uses and development guidelines with one amendment:

- Climate Controlled Self-Storage Facility allowed.

The applicant is proposing a 114,050 square foot self-storage facility, which includes a 1,050 square foot office. The facility is limited to two stories. The facility will meet the masonry and design provisions for an Office-2 District and will be similar the StoneOak facility the applicant built in San Antonio, see attachment. The traffic generated by this use is insignificant and will virtually have no impact on Hebron Parkway.

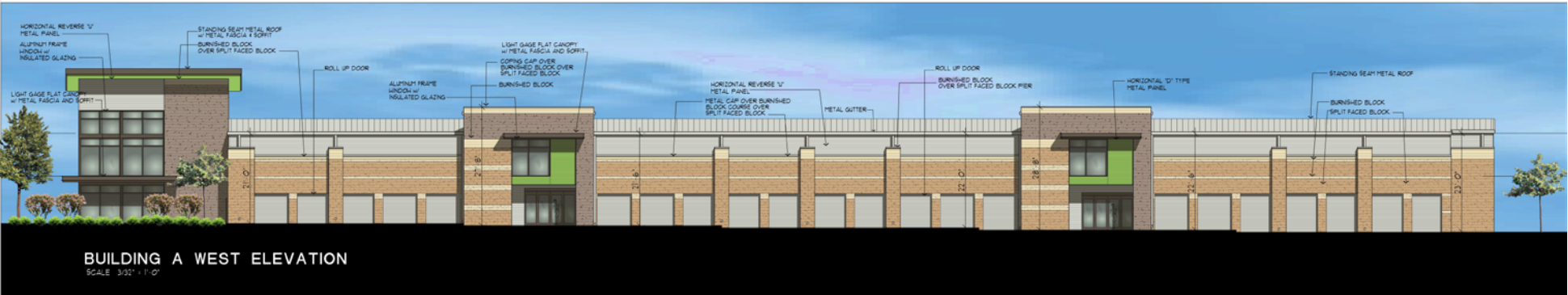
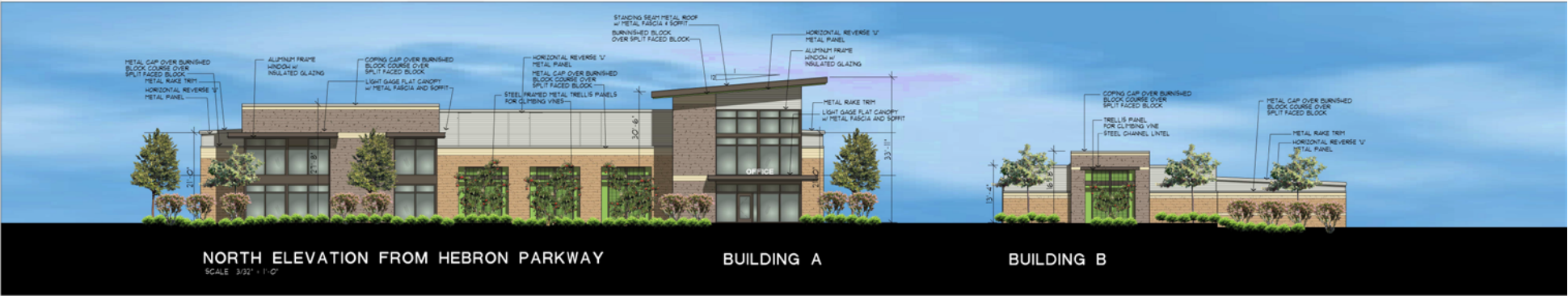
Compatibility:

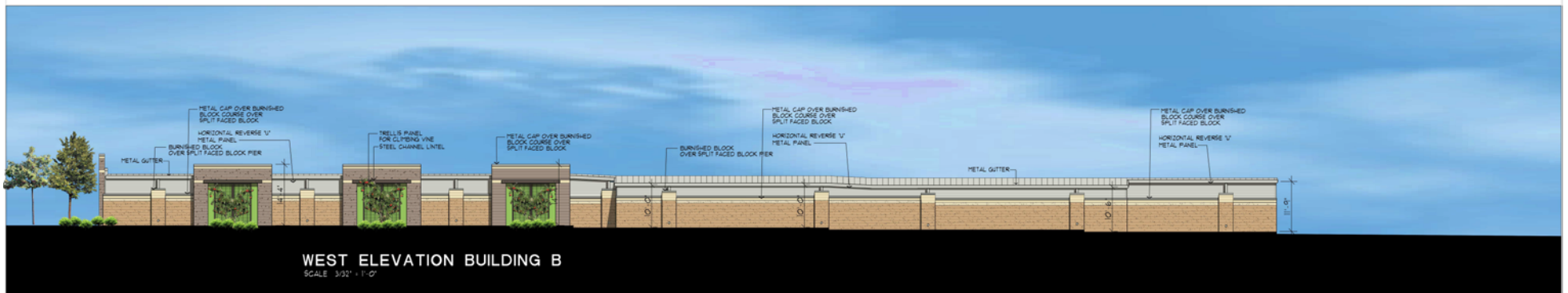
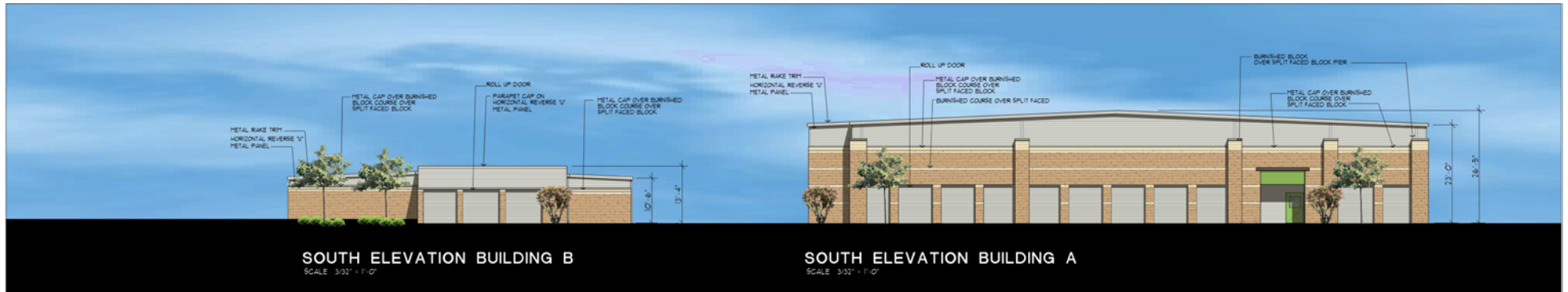
The site is perfectly situated for this type of use. It abuts a railroad on the east, office and plant nursery on the north. The office is hidden behind Hebron Parkway because Hebron Parkway is elevated over the railroad tracts. To the west and south there is a heavily wooded drainage area and large open spaces. The residential area to the west will be adequately buffered from this site by the intervening creek and open space.

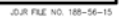
Amendment to Comprehensive Plan:

According to the staff, this rezoning request will also require an amendment to the Comprehensive Plan. Currently, the Comp Plan shows Medium Intensity Office for this site. We are requesting an amendment Comp Plan for Medium Intensity Commercial, which states that appropriate zoning districts may include Local Retail (LR-2), Light Commercial (LC) and Planned Development (PD) with one or both of these uses. A LC District allows a self-storage facility. Medium Intensity Commercial on this site makes perfect sense. To the north and east there is Medium Intensity Commercial except for the frontage along Hebron Parkway. The creek is a natural boundary/buffer between this site and the office zoning to the west and south, see attached Comp Plan.

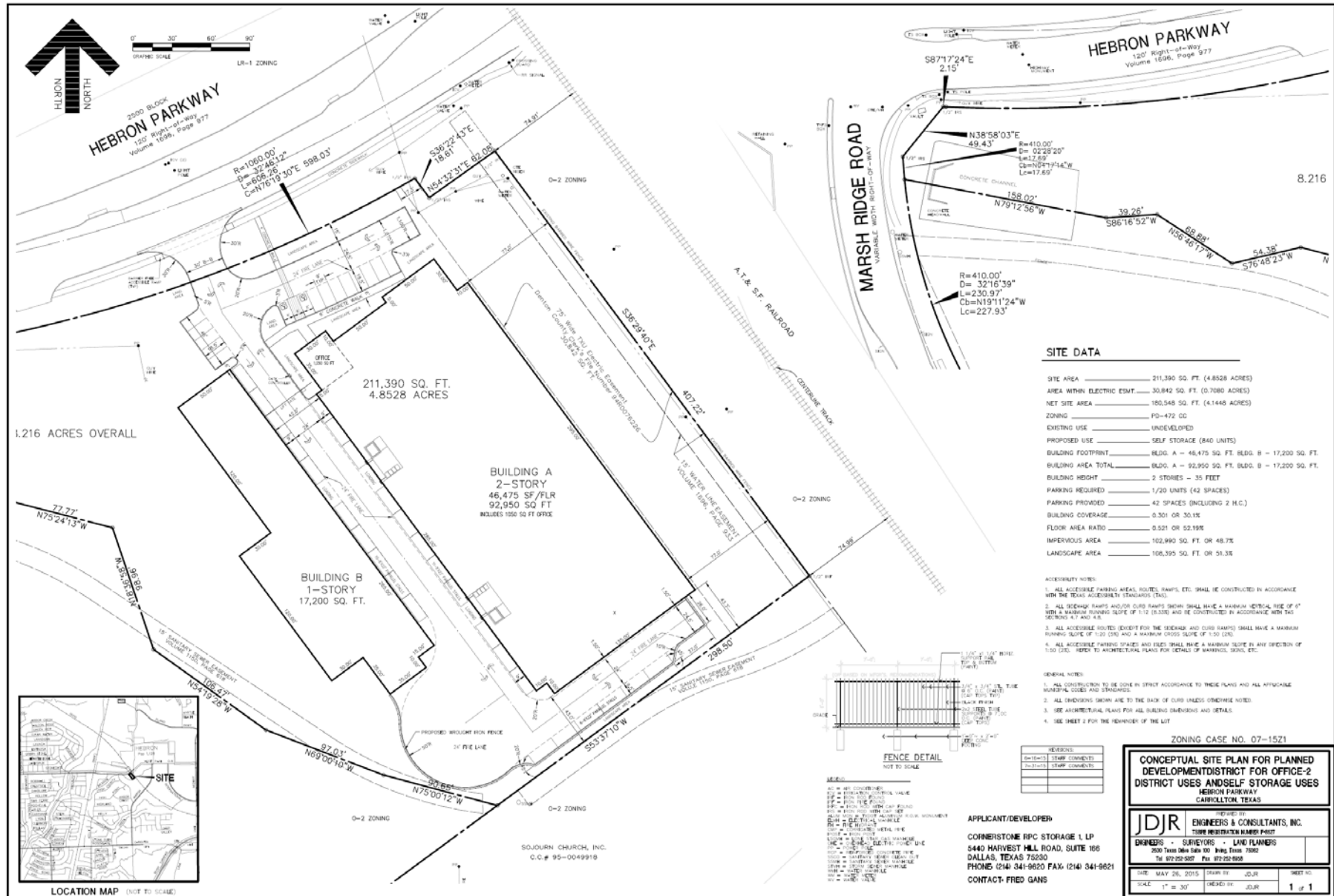
Conceptual Elevation Drawings







Conceptual Site Plan



Public Comments

Opposition

Case No/Name: 07-15Z1 Extra Space Storage Date: 6/27/15
Name: Danette Anthony Reed
Address: 2236 High Point Circle
City, ST, ZIP: Carrollton, TX 75007 **Received**
JUN 30 2015
I hereby register my: ☐ Support ☒ Opposition
to the above referenced case. **Planning City of Carrollton**
Comments: My home backs up to this
property and I prefer **NOT** to have
a mini Storage Warehouse located here.
Signature: _____

From: [Pam Burns](#)
To: [Planning](#)
Cc: [Michael McCauley](#)
Subject: Crime in Storage Facilities
Date: Sunday, July 26, 2015 11:32:57 AM
Attachments: [Crime in Storage Facilities.pdf](#)

Case no./Name: 07-15Z1
Date: 07-27-15
Address: 2231 High Point Dr
City, ST, ZIP: Carrollton, TX, 75007

I hereby register my strong opposition to the above referenced case. I live directly across the street from the proposed site and do not want a facility of this type constructed this close to where I live. I desire to continue living in a peaceful and safe as possible residential area that has lower crime risks. It is a documented fact that storage facilities are targets for criminal activity and I do not want to live with that right across the street from where I live.

Attached is an article citing significant risks involved with storage facilities that supports my opposition to this case. Please note the underlined and/or bolded texts in this article.

Sincerely,
Pam Burns

Public Comments

Support

GRANBERRY-HEBRON, L.P.

17480 DALLAS PARKWAY, SUITE 100
DALLAS, TEXAS 75287
972.733.3333 FAX: 972.733.3078

July 10, 2015

Mr. Michael McCauley
Senior Planner
Development Services Department
City of Carrollton

RE: Case #07-15Z1

Mike,

I plan to be in attendance for the upcoming Planning & Zoning Commission meeting on July 16, 2015 to support the establishment of a new PD that would allow for a Mini-Storage use on the property currently zoned O-2.

My support is conditioned on the Mini-Storage being constructed according the preliminary plans you provided, or in a similar fashion and appearance.

As the developer of High Country Business Park, I am very interested in seeing quality projects moving forward to completion and believe this project to be a benefit to this area of Hebron Parkway. I have looked at the potential for developing the subject site a number of times over the last 15+years. After spending considerable time with engineers and architects evaluating the site for its approved use (O-2), we always came back to the issue that the eastern portion of the site was burdened by a significant electrical easement and, more importantly, was adjacent to an active railroad that is at the same grade as this portion of the property. My opinion is that this project (if constructed, as proposed) would provide an attractive buffer between the railroad and the balance of the property.

I understand that there is increased optimism in the local economy in general and commercial real estate in particular, right now. That being said, it is important to understand that there is a significant amount of second generation office space and "old" first generation office space that is available in the market. Demand for this product has moderated and/or declined significantly since 2008. To compete in this arena, office space would need to be offered for less money (not possible on this site due to significant infrastructure costs) or offered with more amenities such as better visibility, attractive view or superior access (not possible along the railroad). The subject site has been offered for sale for O-2 office for over 15 years with no serious prospects. My experience developing and marketing property across the street during this same time period leads me to believe that until the site next to the railroad is developed, the balance of the property will likely not develop. Based on the preliminary design, I could easily see office or even town homes being developed on the West side of the creek... utilizing the creek as a visual amenity.

I am encouraged by the sales activity within High Country Business Park and support projects that will add value to the neighborhood. I believe this project, at this time, adds value to the neighborhood.

Best regards,

J. Craig Godfrey
Executive Vice President
Granberry Properties, Inc.

Michael McCauley

Subject: RE: Hebron / Marsh Ridge - Storage - Zoning change

Subject: Re: Hebron / Marsh Ridge - Storage - Zoning change

Gentlemen,

This zoning change has been presented to the Estates in High Country HOA. We are the most adjacent residential area to the proposed project. As of now there was only one voice out of 101 homes that has indicated any opposition. I have had over a dozen inquiries and have talked to others face to face. Based on the response, It is our position as an HOA that the approved use be granted. We have seen the elevations and the project looks very nice. It is one of the highest end storage elevations I have seen personally too.

What attracted the most was the fact is has no Marsh Ridge access and does not affect any view or roadway adjoining our neighborhood or any neighborhood for that matter. Had it been on Marsh Ridge, I feel the position would be totally different. We do hope that the future use of the rest of the ranch is not storage, but from a business and tax base position, denying the fact that current agricultural exempt land (this proposed section backs up to a major railroad track and power easement so other uses may be difficult) not become part of our tax base just because the proposed use is high end storage, would be counter productive to Carrollton.

As councilman Babick pointed out, CubeSmart was granted very unique circumstances in rezoning a major anchor retail center into storage. We are on board with that but not if the use is a decade away. That rezoning was years ago and nothing has been done as the old Kroger property indicates. We still hope it gets done but of course would rather see a nice store back at the Center. It's a rock and a hard place just as the subject property is difficult being on the track and easement.

The developer behind the project at hand is very substantial and our research shows they turn out very impressive products. They have assured us what they will build will represent the area well.

Hope this helps and I am available for comment or appearance if needed.

Matt Garrett - President, Estates in High Country HOA
2226 Arbor Crest Dr
Carrollton, TX 75007
214-878-3823

Case No/Name: 07-15Z1 EXTRA STORAGE Date: 8-18-15

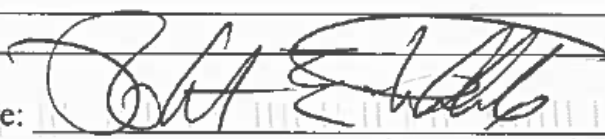
Name: ROBERT TRIBBLE

Address: 2236 HIGH COUNTRY **Received**

City, ST, ZIP: 75007 **7/19 09 2015**

I hereby register my: ☒ Support ☐ Opposition **Planning City of Carrollton**
to the above referenced case.

Comments: A GOOD USE FOR A
ROUGH PIECE OF PROPERTY

Signature: 

**Excerpt from Draft Minutes
Planning & Zoning Commission
Meeting of July 16, 2015**

Public Hearing To Consider And Act On An **Ordinance To Rezone To Establish A Planned Development District** For the (O-2) Office District With Modified Development Standards Located On The South Side Of Hebron Parkway Between Marsh Ridge Road And The Kansas City Southern Railroad. **Case No. 07-15Z1 Extra Space Storage/Cornerstone RPC Storage I, LP.** Case Coordinator: Michael McCauley.

McCauley presented the case stating the applicant was requesting approval of a Planned Development to allow a mini storage warehouse facility and to exceed the maximum allowed height for the larger of the two buildings located on the east side of the site. He provided the elevations for both buildings. He advised that staff did not believe the proposed use was appropriate for the location and recommended denial of the request. He advised that because staff felt the use was inappropriate, they did not provide any input with regard to the design nor did they provide stipulations. He stated that if the Commission felt the use was appropriate, he would recommend they remand the application back to staff for a more thorough review and to work with the applicant to address any comments by the Commission. He stated that staff received one written notice of opposition and two written notices in support.

Robert Reeves, Zoning Consultant representing the applicant, stated the request was for a Planned Development for O-2 uses and the additional use of a climate-controlled self-storage facility located near the southwest corner of Marsh Ridge and Hebron Parkway. He used an aerial map to depict the site noting the mixture of uses around the site and expressed their goal to relocate the utility lines underground. The facility would be just over 110,000 sq. feet and includes approximately 1,000 sq. feet of office space for the manager; all storage unit doors would be interior to the site or they would be on the south side of the building next to the open space and would not be visible. Building A would be the larger building with a high point of 33 feet and was basically a tower element to add architectural interest to the front of the building and the remainder would be 24 feet in height. Building B would be a one-story, 17-foot tall building. He talked specifically about enhanced landscaping offered by the applicant and used the elevation drawings to address the tower feature and architectural elements. He stated they received support from the adjacent homeowner's association. He felt the Commission should support the request because it was a logical buffer to the railroad track, commercial use and the creek to the west. He felt the architectural façade was appealing and referred to the proposed enhanced landscaping. As regards to possible traffic increase, he stated their experience shows that the use would only add 20-30 trips a day, one of the lowest traffic-generating uses.

Fred Gans, 3401 Lee Parkway, Dallas, applicant, felt the railroad track and Oncor right-of-way adjacent to the tract was perfectly suited for the proposed use. He stated he has built 65 facilities

in 12 states and had successfully zoned 43 out of 44 cases. He advised that his partner was Rosewood Property Company and promised that the facility would be nicer than any storage facility seen in the city. He stated that staff has reviewed the plans and he felt there had been an exhaustive effort to be sure the facility fit the area and would be a quality facility of which everyone would be proud. He urged the Commission to support the request.

Kiser asked about exterior site storage and Mr. Reeves replied there would be no outside storage and agreed to a condition being added to the PD to prevent outside storage.

Kraus asked if it was a single finished floor elevation throughout the whole building. Mr. Gans stated they had 8 foot grade change from the curb at Hebron Parkway to the front of the building and to the back of the building; there were four sections of slab that drop six inches.

Nesbit asked if the applicant owned the property on the Marsh Ridge side and Mr. Reeves replied that they did not own the property. He said that the slide with the image of office buildings on one the PowerPoint slides was to show only a conceptual idea of what could be there but was not part of this application.

Chair Averett opened the public hearing and invited speakers to address the Commission.

Gil Kirk, 2222 Arbor Crest Drive, felt that residential use was not appropriate because of the noise from the railroad track and talked about the right-of-way along the track and Oncor property. He spoke in favor of the proposed use and encouraged the Commission to approve the request.

Craig Godfrey, 17480 Dallas Parkway, High Country Business Park, noted issues with the site such as the railroad track and topography, and stated the building looks like an office building and not a self-storage facility. He spoke in favor of the request because of the proposed façade. He stated it appears to be a high quality development and encouraged approval of the request.

Kiser stated that he would have said “no” for a storage facility but the proposed product was positioned in a place that was attractive and he did not see it as derogatory to the gateway to the City. He stated he would want to add a stipulation prohibiting outside storage and did not see a need to remand it to staff.

Daniel-Nix asked the applicant what concerns he had if the case was remanded to staff to review in order to assess any other needed stipulations. Mr. Gans talked about the length of time it had already taken to get before the Commission and stated they would continue to work with staff. Daniel-Nix stated she was in favor of the project but would like to give staff an opportunity to review the request further. Mr. Gans stated they would be happy to work with staff on that basis prior to the case going before the City Council. McCauley addressed the options before the Commission for action.

Kiser stated his position that there was no need for the case to go back to staff. He felt the project looked more like an office building than a storage facility; he suggested adding a stipulation about prohibiting outside storage and approving the proposed landscape plan leaving the creek native.

Nesbit asked the applicant about illuminated signage. Mr. Gans stated that Rosewood had chosen to be affiliated with Extra Space so their basic sign package was what would be put on the building and would be in the natural light green tones. Nesbit asked staff if the Commission could add a stipulation that the project must comply with the conceptual drawings and McCauley replied affirmatively offering wording.

Chadwick voiced his opinion that the proposal was exceptional and that he was in favor of approving the request without it being remanded to staff.

Romo asked staff about the reason for recommending that it be remanded to staff for further review, specifically asking if there was something they were concerned about. McCauley replied that staff would want to give it a more thorough review particularly with regard to the architecture. He noted that they had reviewed everything else.

Daniel-Nix asked there would be a facility for someone to live on site and Mr. Gans responded there would not. He stated there would be a gate on the facility but it would not be visible from the street.

**** Kiser moved to close the public hearing and approve Case No. 07-15Z1 Extra Space Storage as presented with the extra landscape and the masonry as required by the City, and that there's no outside site storage; second by Kraus. McCauley asked if he intended to add the stipulation that the development be consistent with conceptual landscape and building elevations and Kiser replied yes. Stotz spoke in favor of the request. The motion was approved with a unanimous 8-0 vote (McAninch absent).***

PLANNING DEPARTMENT
City of Carrollton
Date: 08/18/15

PLANNED DEVELOPMENT NO. 202
DEVELOPMENT NAME: Extra Space Storage

ORDINANCE NUMBER _____

ORDINANCE NO. _____ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING PLANNED DEVELOPMENT NO. 202 PROVIDING FOR THE (O-2) OFFICE DISTRICT WITH MODIFIED DEVELOPMENT STANDARDS; AMENDING ACCORDINGLY THE OFFICIAL ZONING MAP; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

WHEREAS, at its regular meeting held on the Sixteenth day of July, 2015, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 07-15Z1);

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Carrollton, as amended; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1.

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

Section 2.

Planned Development 202 is hereby established for a certain approximately five (5)-acre tract of land located at the southeast corner of Hebron Parkway and Marsh Ridge Road, and more specifically described on the attached Exhibit A and depicted on Exhibit B.

I. Permitted Uses

Permitted uses shall be all principal and accessory uses which are allowed by right in the (O-2) Office District, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations of the (O-2) Office District and the Comprehensive Zoning Ordinance, as amended, except as otherwise provided in Section 3 below.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (O-2) Office District, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended. Such Special Use Permit(s) shall be subject to the conditions established in Articles XXI and XXXI of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations.

II. Additional Uses

Mini-Storage Warehouse (Self-Storage Units)

III. Special Development Standards

If developed as a Mini-Storage Warehouse facility, development shall be in accordance with the Conceptual Site Plan, Conceptual Landscape Plan and Conceptual Building Elevations as depicted on Exhibits C, D and E, respectively, except as otherwise provided below. The following standards apply:

1. No outdoor storage shall be permitted.
2. No wood fencing shall be permitted.
3. Only one wall sign shall be permitted for this development. Such sign may only be placed on the two-story building.
4. Only one monument sign shall be permitted for this development.
5. Add ten (10) evergreen screening trees (minimum 15 gallon) evenly spaced along the western edge of the one-story building and six (6) Mexican plum trees (minimum 15 gallon) evenly spaced along the southern perimeter of the development site. Details to be approved by the City Arborist.
6. The two-story building may not exceed a height of 35 feet.

Section 3.

The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

Section 4.

Any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

Section 5.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

Section 6.

To the extent of any prior ordinance of the City of Carrollton (or any provision, clause, phrase, sentence or paragraph contained therein) conflicts with this ordinance, said conflicting ordinance, provision, clause, phrase, sentence or paragraph is hereby repealed.

Section 7.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

Section 8.

This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Eighteenth day of August, 2015.

CITY OF CARROLLTON

By: _____
Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Susan Keller
Assistant City Attorney

Michael McCauley
Senior Planner

Exhibit A

Legal Description

BEING a 4.8528 acre tract or parcel of land situated in the J. Meyers Survey, Abstract Number 882, the J.M. Robinson Survey, Abstract Number 1120 and the C.S. Haggard Survey, Abstract Number 1687, in the City of Carrollton, Denton County, Texas, and being part of that tract of land as described to Gilbert M. Kirk and Debra E. Kirk as recorded in Denton County Clerk's File Number 97-0028472, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most northerly corner of the above mentioned Kirk tract, the same point being the intersection of the southeast right-of-way line of Hebron Parkway and the southwest right-of-way line of the A.T. & S.F. Railroad (having a 150 foot wide right-of-way);

THENCE South 36 degrees 29 minutes 40 seconds East, leaving the said southeasterly right-of-way line of Hebron Parkway and along the said southwesterly right-of-way line of A.T. & S.F. Railroad, a distance of 407.22 feet to a 1/2 inch iron rod found for corner, the same point being the most northerly corner of a tract of land described to Sojourn Church, Inc. as recorded in Denton County Clerk's File Number 95-0049918, of the Deed Records, Denton County, Texas;

THENCE South 53 degrees 37 minutes 10 seconds West, leaving the said southwesterly right-of-way line of A.T. & S.F. Railroad and along the northwesterly line of said Sojourn Church, Inc. tract, a distance of 298.50 feet to a 1/2 inch iron rod set for corner in near the bottom of a creek;

THENCE in a Northwesterly direction following the bottom of creek the following courses;

THENCE North 75 degrees 00 minutes 12 seconds West for a distance of 90.65 feet to a 1/2 inch iron rod set for corner;

THENCE North 69 degrees 00 minutes 10 seconds West for a distance of 97.03 feet to a 1/2 inch iron rod set for corner;

THENCE North 54 degrees 19 minutes 28 seconds West for a distance of 106.47 feet to a 1/2 inch iron rod set for corner;

THENCE North 18 degrees 36 minutes 58 seconds West for a distance of 98.96 feet to a 1/2 inch iron rod set for corner;

THENCE North 75 degrees 24 minutes 13 seconds West for a distance of 77.77 feet to a 1/2 inch iron rod set for corner;

THENCE South 76 degrees 48 minutes 23 seconds West for a distance of 54.38 feet to a 1/2 inch iron rod set for corner;

THENCE North 56 degrees 46 minutes 17 seconds West for a distance of 68.88 feet to a 1/2 inch iron rod set for corner;

THENCE South 86 degrees 16 minutes 52 seconds West for a distance of 39.26 feet to a 1/2 inch iron rod set for corner;

THENCE North 79 degrees 12 minutes 56 seconds West for a distance of 158.02 feet to a 1/2 inch iron rod set for corner in the east right-of-way line of Marsh Ridge Road (having a variable width right-of-way), the same point being the beginning of a non-tangent curve to the right whose chord bears North 04 degrees 17 minutes 14 seconds West, 17.69 feet;

THENCE in a northerly direction along said curve to the right having a central angle of 02 degrees 28 minutes 20 seconds, a radius of 410.00 feet, for an arc distance of 17.69 feet to 1/2 inch iron rod found for corner;

THENCE North 38 degrees 58 minutes 03 seconds East, continuing along the East right-of-way line of said Marsh Ridge Road, a distance of 49.43 feet to a 1/2 inch iron rod found for corner in the south right-of-way line of Hebron Parkway (having a 120 foot right-of-way as recorded in Volume 1696, Page 977 of the Deed Records of Denton county, Texas);

THENCE South 87 degrees 17 minutes 24 seconds East, leaving the said east right-of-way line of Marsh Ridge Road and along the south right-of-way line of Hebron Parkway, for a distance of 2.15 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the left whose chord bears North 76 degrees 19 minutes 30 seconds East, 598.03 feet;

THENCE in a Easterly direction continuing along the South right-of-way line of said Hebron Parkway and along said curve to the left having a central angle of 32 degrees 46 minutes 12 seconds, a radius of 1060.00 feet and an arc length of 606.26 feet to a 1/2 inch iron rod found for corner;

THENCE South 36 degrees 22 minutes 43 seconds East, continuing along the South right-of-way line of said Hebron Parkway, a distance of 18.61 feet to a 1/2 inch iron rod found for corner;

THENCE North 54 degrees 32 minutes 31 seconds East, continuing along the South right-of-way line of said Hebron Parkway, a distance of 62.08 feet to the POINT OF BEGINNING and containing 4.8528 acres of land, more or less.

Exhibit B

Aerial View



Exhibit C

Conceptual Site Plan

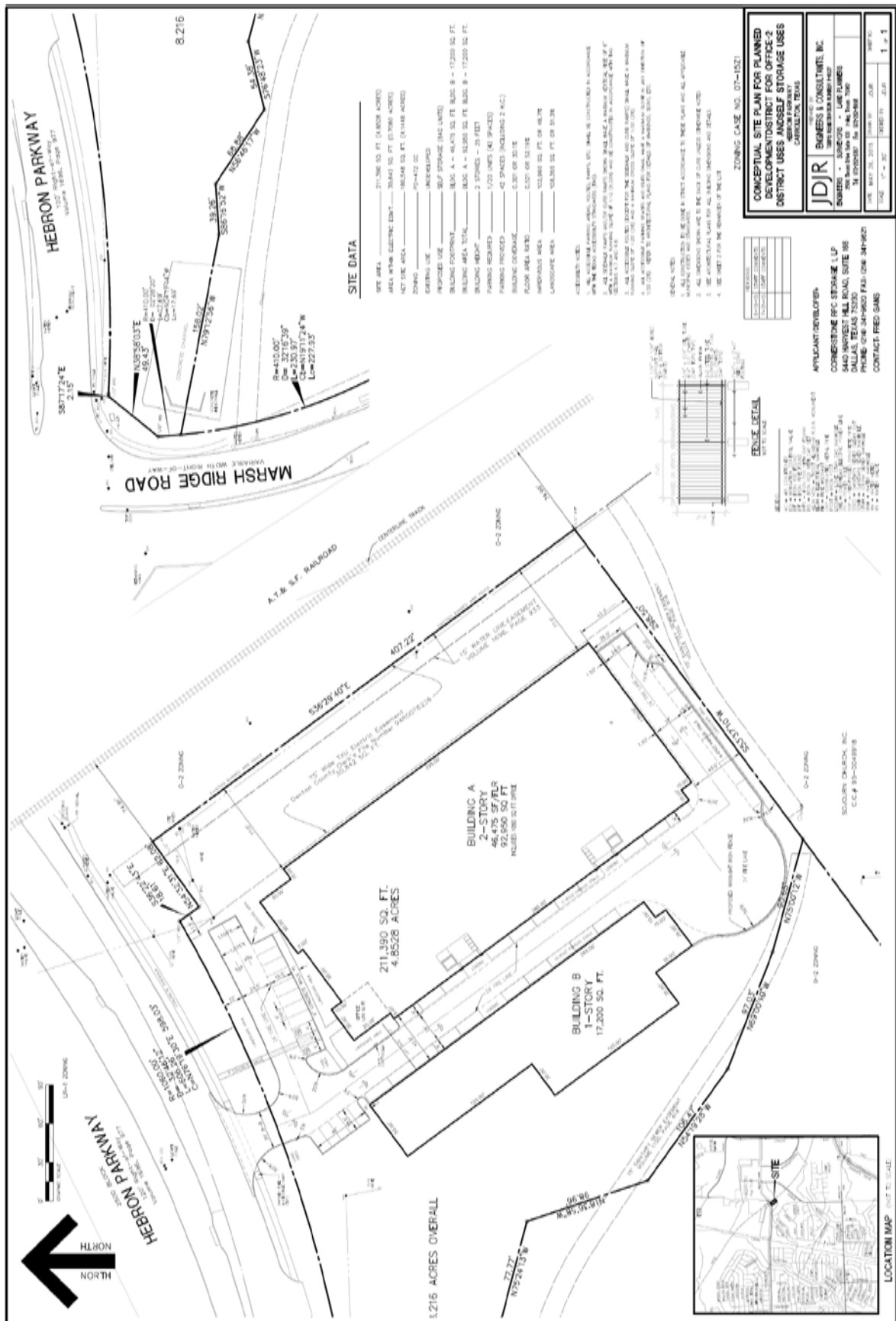


Exhibit D

Conceptual Landscape Plan

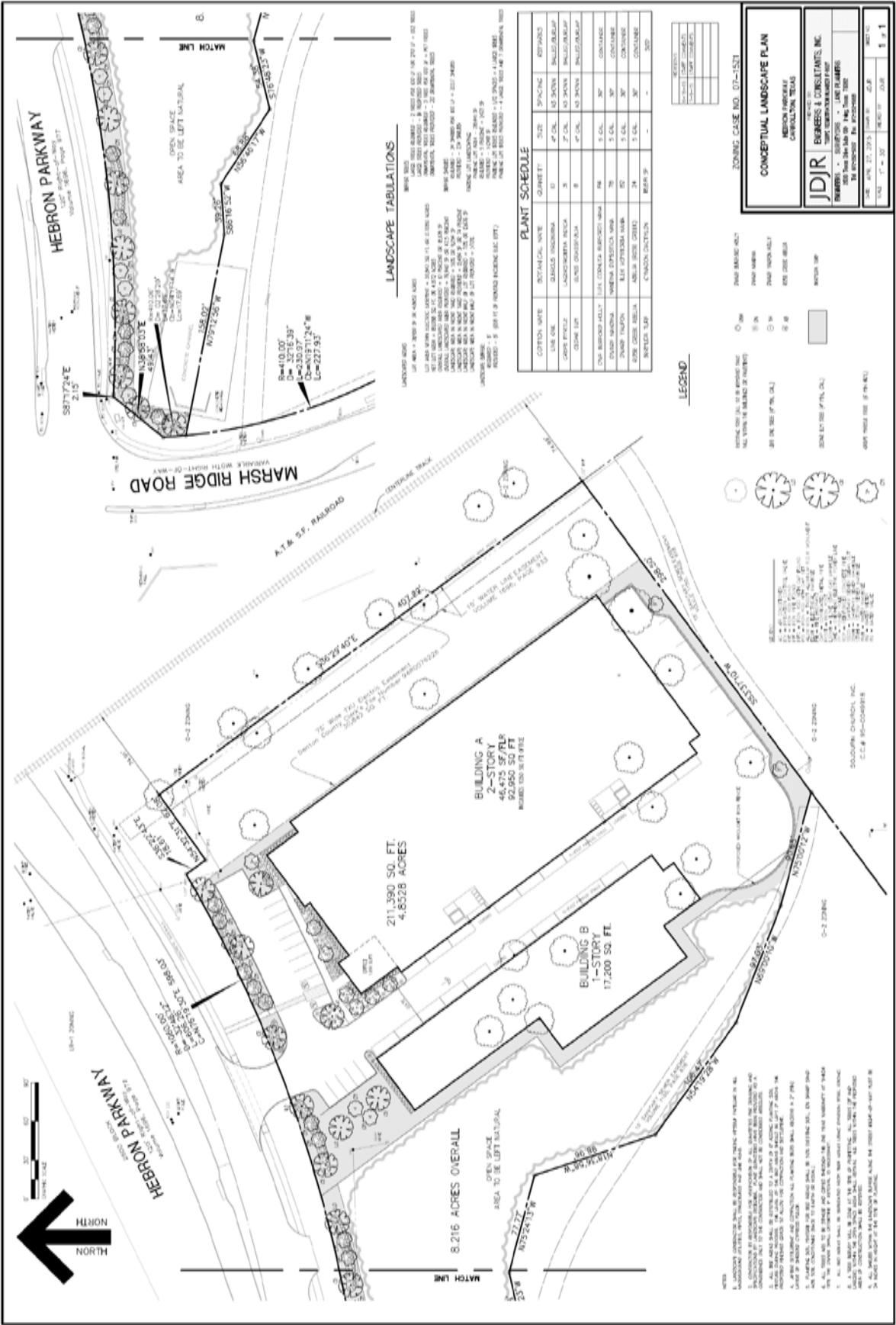
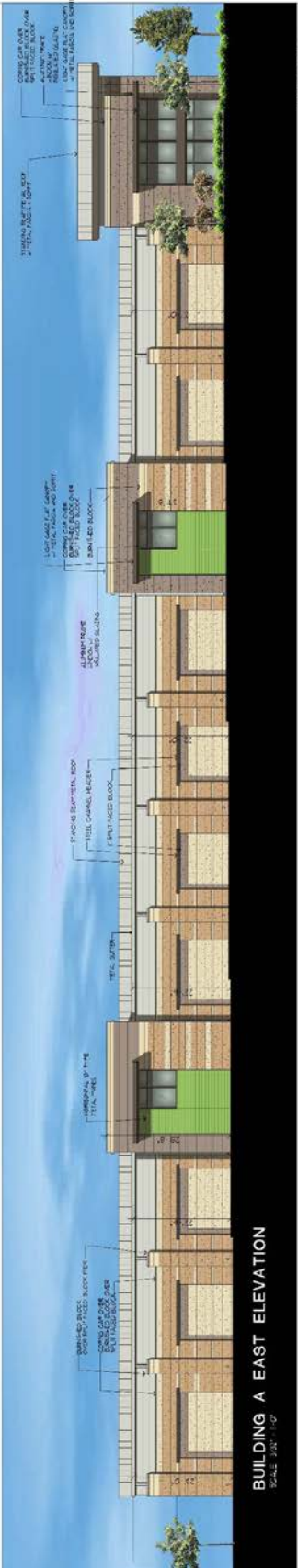
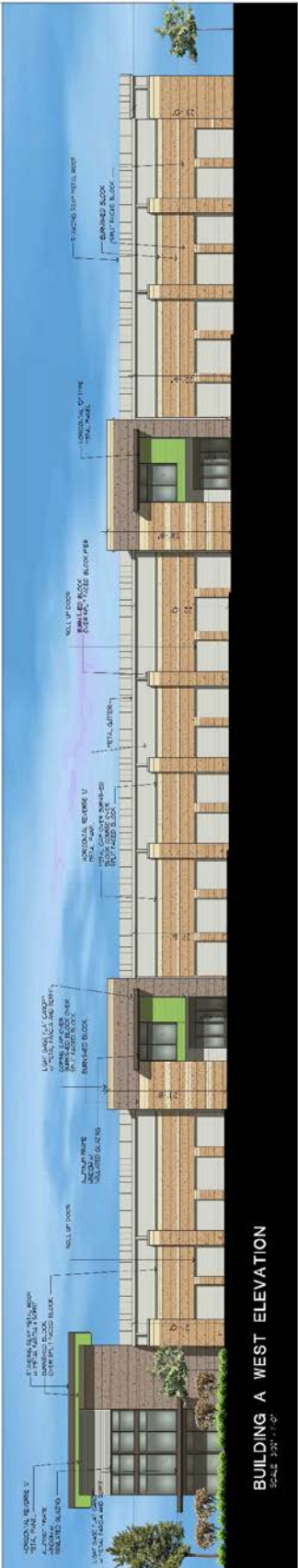


Exhibit E

Conceptual Building Elevations



SCALE: NO. 0'-1"=1'-0"
A1
ADMIN. 1/2024

Kaufman Design Group
ARCHITECTURE

HEBRON PARKWAY
CARROLLTON, TEXAS

EXTRA SPACE STORAGE

EXTRA SPACE STORAGE



CASE NO. 01-152
A2
J. KAUFMAN & ASSOCIATES

Kaufman Design Group
ARCHITECTURE

CARROLTON, TEXAS

HEBRON PARKWAY

EXTRA SPACE STORAGE



City of Carrollton

Agenda Memo

File Number: 2174

Agenda Date: 8/18/2015

Version: 1

Status: Public
Hearing/Individual
Consideration

In Control: City Council

File Type: Public Hearing

Agenda Number: 21.

CC MEETING: August 18, 2015

DATE: August 10, 2015

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An **Ordinance Amending The Zoning To Establish A Redevelopment Overlay District Along Josey Lane From Keller Springs Road To Spring Valley Road And Along Belt Line Road From Josey Lane To Marsh Lane. Case No. 06-15Z1 Josey - Belt Line Redevelopment Overlay District/City Of Carrollton. Case Coordinator: Michael McCauley.**

BACKGROUND:

This is a city-initiated request for approval of a Redevelopment Overlay District (Josey - Belt Line) along Josey Lane and Belt Line Road. The proposed district is approximately 125 acres and consists of commercial, office and light industrial uses fronting on Josey Lane from Keller Springs Road to the city's southern boundary near Spring Valley Road, and on Belt Line Road from Josey Lane to Marsh Lane.

The intent of the Redevelopment Overlay District is to remove obstacles to future property redevelopment and rehabilitation, improve the visual character of the street corridors, sustain property values, and encourage private reinvestment in property and site improvements.

This initiative is one of City Council's 2014 strategic sustainability objectives.

STAFF RECOMMENDATION/ACTION DESIRED:

On June 4, 2015, the Planning and Zoning Commission recommended APPROVAL. The attached ordinance reflects the action of the Commission. Although the action of the Commission was unanimous, public opposition has been received. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

RESULT SHEET

Date: 08/19/15

Case No./Name: 06-15Z1 Josey – Belt Line Redevelopment Overlay District

A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommends **APPROVAL**.

B. P&Z RECOMMENDATION from P&Z meeting: 06/04/15
Result: **APPROVED** /Vote: 8-0 (Kiser absent)

C. CC PUBLIC HEARING from CC meeting: 08/18/15
Result: /Vote:

ZONING

Case Coordinator: Michael McCauley

GENERAL PROJECT INFORMATION

SITE ZONING: (LI) Light Industrial, (LR-2) Local Retail, (HC) Heavy Commercial, and (O-2) Office Districts

SURROUNDING ZONING

SURROUNDING LAND USES

NORTH	(LR-2) Local Retail District, (MF-18) Multi-Family Residential District, (HC) Heavy Commercial District, and (LI) Light Industrial District	Commercial, industrial and apartments
SOUTH	(SF-7/14) Single-Family Residential District	Single-family residential subdivisions
EAST	(SF-7/14) Single-Family Residential District and (LI) Light Industrial District	Single-family residential subdivisions and light industrial
WEST	(SF-7/14) Single Family Residential District and (MF-18) Multi-Family Residential District	Single-family residential subdivisions and apartments

REQUEST: Approval to establish a Redevelopment Overlay District (Josey – Belt Line Redevelopment Overlay District) for defined corridors along Josey Lane and Belt Line Road

PROPOSED USE: Commercial and Industrial

ACRES/LOTS: Approximately 125 acres/117 lots

LOCATION: Sections of Josey Lane and Belt Line Road as shown on the attached boundary map

HISTORY: Many of the developed properties are considered legal, non-conforming developments and do not meet today's ordinances.

COMPREHENSIVE PLAN: Medium Intensity Commercial, Industrial, Low Intensity Office and Low Intensity Commercial

TRANSPORTATION PLAN: Josey Lane and Belt Line Road are designated as (A6D) Six-Lane Divided Arterials

OWNERS: Multiple ownerships

REPRESENTED BY: Michael McCauley/City of Carrollton

STAFF ANALYSIS

PURPOSE

To apply a redevelopment overlay district in order to remove obstacles to future property redevelopment and rehabilitation, improve the visual character and sustain property values, and create incentives to encourage private reinvestment in property and site improvements.

BACKGROUND AND EXISTING CONDITIONS

- Development along this section of Josey Lane and Belt Line Road began approximately 50 years ago and is an older, but relatively stable commercial corridor, which has experienced some need for consistent rehabilitation.
- The proposed district boundary consists of commercial shopping centers as well as some stand-alone single commercial development.
- Although the corridor has a commercial theme for the most part, there are some light industrial uses throughout.
- Most of the properties in the proposed overlay district are non-conforming today due to many absences, which include insufficient landscaping, percentage of exterior brick/stone content, signage, parking and screening.

USES

- Prohibited use shall be Used Car Dealers (indoors and outdoors).
- Drive-Through Windows shall be allowed as part of an approved business.

ELEMENTS TO CONSIDER

When the Josey Lane – Belt Line Road Corridor Zoning Overlay concept was presented to the Redevelopment Sub-Committee earlier this year, the limits of the proposed overlay were defined as commercial and industrial properties fronting on Josey Lane from Keller Springs Road to the city's southern boundary near Spring Valley Road, and commercial and industrial properties fronting on Belt Line Road from Josey Lane to Marsh Lane.

Since many of the industrial properties consist of large, deep tracts, staff included only 150 feet of the property depth fronting on Josey Lane and Belt Line Road within the overlay district. This distance will still provide visual improvements along the roadway where needed.

Staff and the Re-Development Sub-Committee have explored concepts for creating an incentive package for repair, rehabilitation and re-development in the city's two older business corridors. The proposal recommends three tiers of zoning overlay to address the various stages of property redevelopment and rehabilitation. The three tiers are redevelopment (tear down and rebuild), rehabilitation and occupancy inspection (change of tenant). Allowances include reduced exterior

masonry on rehabilitation projects, reduced parking on developed lots, reduced building setbacks and increase lot coverage; all allowances will allow a greater chance for adaptive reuse of selected properties. The following three tiers illustrate the current and proposed design standards.

REDEVELOPMENT (TEAR DOWN AND REBUILD)

ZONING			
	CURRENT	RECOMMENDED	REASON
1. Minimum front setback	50 feet	30 feet	To allow a larger building envelope
2. Minimum side setback	15 feet	<ul style="list-style-type: none"> • 10 feet next to a street • Internal setback comply with building code 	
3. Minimum rear setback	Minimum 10 feet	<ul style="list-style-type: none"> • 10 feet next to single family • Rear setback to comply with building code 	
4. Height limit	2 stories/25 feet	30 feet	To allow additional height and variations
5. Maximum building coverage	Varies 45%/65%	70%	To add uniqueness to building design
6. Dumpster enclosure	Masonry with metal gate	Wood board-on-board with cap	Provides adequate screening
7. Rooftop painting	Allowed	<ul style="list-style-type: none"> • Prohibit on sloped shingle asphalt roof • Allowed on metal roof 	Aesthetics
8. Parking required based on use	<ul style="list-style-type: none"> • Office: 1/350 • Retail: 1/250 • Restaurant without drive-thru: 1/125 • Restaurant with drive-thru: 1/150 	<ul style="list-style-type: none"> • Office: 1/500 • Retail: 1/350 • Restaurant without drive-thru: 1/200 • Restaurant with drive-thru: 1/250 	Reduction due to site limitations

LANDSCAPING/ BUFFERING			
	CURRENT	RECOMMENDED	REASON
1. Screening adjacent to residential	Masonry	Minimum wood board-on-board with cap	Provides adequate screening
2. Landscape buffer adjacent to street right-of-way	15 feet (average)	10 feet average with no area less than 3 feet in depth	To allow greater building envelope and maintain corridor aesthetics
3. Trees	Two 3 inch caliber shade trees for each 100 linear feet of frontage	One 3 inch caliber shade tree per 100 linear feet	Provides adequate landscaping
	Three 3 inch ornamental trees for each 100 linear feet of frontage	Two 3 inch ornamental trees per 100 linear feet of frontage	
4. Shrubs	Thirty-four 5 gallon evergreen shrubs for each 100 linear feet of frontage	If parking lot is not adjacent to a street, shrubs may be deciduous and may be used as foundation plantings rather than buffer plantings. If shrubs are used as foundation plantings, shrubs shall be planted no greater than 30 inches on center	To allow greater design choices
5. On site landscaping	10%	5%	To allow greater design flexibility
6. Parking lot landscaping	9 feet in width	Parking lot islands may be 4 feet in width. Islands shall not be required when the parking spaces are located behind the main building	

DRIVEWAY			
	CURRENT	RECOMMENDED	REASON
1. Internal Storage/ queuing	15 feet if less than 50 parking spaces. 33 feet if between 51-100 parking spaces	23 feet minimum	To match reduced landscape buffer
2. Drive Approach Radius	20 feet minimum	15 feet minimum if not used in conjunction with fire lane	Allows for greater parking design and maintains safety
3. Drive Approach width	24 feet minimum	20 feet minimum if not used in conjunction with fire lane	
4. Number of allowed driveways	1 driveway per 200 feet of street frontage	Require closure of existing driveways that are not in compliance with the ordinance	
5. Distance from the intersection	Minimum 150 feet from the intersection	Reduce degree of nonconformity	

SIGNAGE			
	CURRENT	RECOMMENDED	REASON
1. Sign setback	25 feet from back of curb	15 feet from back of curb	Increased visibility incentive
2. Sign height	6 feet	4 feet	Tradeoff for a reduced setback
3. Sign area	60 square feet	40 square feet	
4. Sign construction	Brick/stone with a minimum of 8 inches of surround	Brick/stone with a minimum of 6 inches of surround	Maintains aesthetics

STORM WATER			
	CURRENT	RECOMMENDED	REASON
1. Detention	Required when site is greater than 1.0 acre	Reduce requirement to maintain existing conditions	Increase lot coverage

REHABILITATION

ZONING			
	CURRENT	RECOMMENDED	REASON
1. Minimum brick or stone content	Nonconforming	Allow for 80% stucco or EIFS through a development plan review	Allow for greater design flexibility and encourage refurbishing
2. Glare (light)	Not required	Shielded	Continued control of outdoor glare (light)
3. Rooftop screening	Not required	Required if more than 50% of the site is improved	Maintain corridor aesthetics
4. Rooftop painting	Allowed	<ul style="list-style-type: none"> Prohibit on sloped shingle asphalt roof Allowed on metal roof 	Aesthetics
5. Dumpster enclosure	Masonry with metal gate	All existing dumpsters shall be required to have a minimum wood board-on-board with cap	Provides adequate screening

LANDSCAPING/BUFFERING			
	CURRENT	RECOMMENDED	REASON
1. On-site landscaping	Not required	Arborist may invoke an agreement to plant trees in the R.O.W. (license agreement)	Enhanced corridor beautification

PARKING			
	CURRENT	RECOMMENDED	REASON
1. Parking lot surface; restriping the parking area	Not required	Repair pot-holes; restripe parking spaces & any applicable fire lanes	Improve safety and visual by refreshing the site

CERTIFICATE OF OCCUPANCY

The life cycle of a Certificate of Occupancy, initiated by an application to move into an existing building or space as is, with no changes made to the building.

CURRENT:

Plan review of an occupancy application includes compliance with the following:

- Use Matrix in accordance with the provisions of the applicable Articles of the Comprehensive Zoning Ordinance – is the use allowed within the specific zoning district?
- Life safety requirements
- Building code and other applicable codes
 - Specific changes that may be due to a change in occupancy
- Parking ratio

Inspection of an occupancy application includes compliance with the following:

- Life safety requirements
- Building code and other applicable codes
 - Electrical code
 - Plumbing code
 - Egress requirements in building
- Check for unpermitted or uninspected construction

Code Enforcement activity addressed through routine inspections, not initiated by a Certificate of Occupancy:

- Window signage
- Illegal signage
- Dead landscaping
- Dilapidated building

PROPOSED:

Provide the applicant a proactive joint inspection of the entire property with both Building Inspection and Code Enforcement staff to provide the applicant with a list of necessary improvements.

A Temporary Certificate of Occupancy will be issued for a maximum of 6 months to allow property owner time to make repairs and bring the development into compliance:

- Replace dead or missing landscaping
- Remove illegal and/or obsolete signage

- Repair and/or restripe parking lot surface
- Verify proper location of and enclose dumpsters with appropriate screening materials
- Correct any lighting/glare issues not in compliance with January 2017 requirement
- Install rooftop screening for illegally installed equipment
- Check building for proper maintenance and sealing against weather

CONCLUSION

Establishing a Redevelopment Overlay District along these two corridors will remove obstacles to future property redevelopment and rehabilitation, improve the visual character and sustain property values, and create incentives to encourage private reinvestment in property and site improvements.

JOSEY – BELT LINE REDEVELOPMENT OVERLAY DISTRICT BOUNDARY MAP

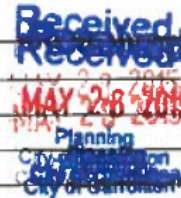


PUBLIC COMMENTS

Case No/Name: 06-1521 Date: 5-26-2015
Name: DONALD Huling
Address: 1860 SHADY VIEW COVE
City, ST, ZIP: CARROLLTON, TEXAS 75006

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____

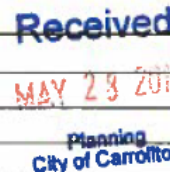


Signature: _____

Case No/Name: 1862 SHADY VIEW 1862 1862 SHADY VIEW Date: 5/27/15
Name: Janet + York Bend
Address: 1862 Shadyview Dr.
City, ST, ZIP: Carroll, TX 75006

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____



Signature: _____

Case No/Name: 06-1521 Josey-Belline RD. Date: 5/26/15

Name: MARIA L. RAMIREZ

Address: 2019 SAM HOUSTON CIR

City, ST, ZIP: CARROLLTON, TX 75006-7649

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____

Received

JUN 01 2015

Planning
City of Carrollton

Signature: Maria L. Ramirez

Case No/Name: 06-1521 JOSEY-BELLINE RD. Date: 5/31/15

Name: TON JERNIGAN

Address: 1187 SCHUMAN LANE

City, ST, ZIP: Petaluma CA. 94952

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____

Received

JUN 09 2015

Planning
City of Carrollton

Signature: Jon Jernigan

Case No/Name: 06-1521 Date: 7/31/15

Name: PV of Carrollton HOA

Address: JOSEY + Keller Springs

City, ST, ZIP: Carrollton, TX 75006

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: HDA supports project.

Received

AUG 07 2015

Planning
City of Carrollton

Parkview Villas (c/o SBB Management Co.
8360 LBJ Freeway, Suite 300, Dallas
TX 75243)

Signature: Veneta Burd

06-1521
Case No/Name: JOSEY BELT LINE ROAD Date: 7/31/15
OVERCITY DISTRICT
Name: JAN JERNIGAN
Address: 775 BAYWOOD DR, SUITE 310
City, ST, ZIP: PETALUMA CA, 94954

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____

Received

AUG 10 2015

Planning
City of Carrolton

Signature: Jan Jernigan

Case No/Name: 06-1521 Date: 8/4/15
Name: Alice Fukumoto
Address: 1250 Appleton
City, ST, ZIP: Venice, CA 90291

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____

Received

AUG 11 2015

Planning
City of Carrolton

Signature: A. Fukumoto

Case No/Name: 06-1521 Date: 5/16/15

Name: Chihiro Takumoto, trustee

Address: 1250 Appleton Way

City, ST, ZIP: Venice, CA 90251

I hereby register my: ☒ Support ☐ Opposition
to the above referenced case.

Comments: _____

Received

JUN 29 2015

Planning
City of Carrollton

Signature: Chihiro Takumoto

Case No/Name: 06-1521 Date: 5/23/15

Name: J.A. Fox & Co Inc

Address: 2129 North JULY Lane

City, ST, ZIP: 75006

Received

JUN 22 2015

Planning
City of Carrollton

I hereby register my: ☐ Support ☒ Opposition
to the above referenced case.

Comments: THAT ARE TOO MANY COMPANIES

Grouped together in this proposal. These should be
grouped in 2 or 3 at a time. I am very much for
some and "Against" others.

Signature: James Romay

Case No/Name: 06-1521 Date: 6/4/15

Name: DAVID WILLIAMS

Address: 1905 HOOD CIRCLE

City, ST, ZIP: CARROLLTON TX 75006

I hereby register my: ☐ Support ☒ Opposition
to the above referenced case.

Comments: _____

Received

JUN 16 2015

Planning
City of Carrollton

Signature: David A. Williams

**Excerpt from Minutes
Planning & Zoning Commission
Meeting of June 4, 2015**

10. Hold A Public Hearing To Consider And Act On **Amending The Comprehensive Zoning Ordinance** To Add Article XX.4 To Establish A Redevelopment Overlay District. **Case No. 06-15ZT1 Redevelopment Overlay District/City Of Carrollton.** Case Coordinator: Michael McCauley.

9. Hold A Public Hearing To Consider And Act On **An Ordinance To Amend the Zoning** To Establish A Redevelopment Overlay District For Defined Corridors Along Josey Lane And Belt Line Road. **Case No. 06-15Z1 Josey – Belt Line Redevelopment Overlay District/City Of Carrollton.** Case Coordinator: Michael McCauley.

Chair McAninch opened the two items to be held simultaneously with Item 10 first.

McCauley presented the two cases noting the boundary starts on Josey Lane from Keller Springs Road to the city's southern boundary near Spring Valley Road, and on Belt Line Road from Josey Lane to Marsh Lane. He stated it would not have an impact on multi-family, single family residential or schools. He advised that City Council wanted to apply an overlay along the corridors to help remove some of the obstacles that redevelopment could face. It would improve the visual character by allowing certain incentives. He reviewed key development standards and provided slides that reflected the adjusted setbacks and standards. He referred to a chart in the case report that outlined the proposed changes.

Chair McAninch opened the public hearings and invited speakers to address the Commission.

Ted Lewis, 2648 Liberty Circle, Aubrey and owner of property at 2507 Towerwood, Carrollton, which is a street parallel to Belt Line Road, had various questions but did not speak in favor or against the case.

Chair McAninch noted there was a card submitted from Larry Page, 1820 N. Josey Lane, without designation of being in favor or opposed and he did not wish to speak. There being no other speakers, she closed the public hearing and opened the floor for discussion or a motion.

** Romo moved approval of Case No. 06-15ZT1 Redevelopment Overlay District amending the Comprehensive Zoning Ordinance as recommended by staff with the exception of the zero setback in the rear to be per Building Code and prohibiting car dealerships, and if more than 50% of the site is improved to have rooftop screening as a requirement and any other specifications set forth by staff in the case report; second by Stotz and the motion was approved with a unanimous 8-0 vote (Kiser absent).*

** Chadwick moved approval of Case No. 06-16Z1 Josey – Belt Line Redevelopment Overlay District; second by Averett and the motion was approved with a unanimous 8-0 vote (Kiser absent).*

PLANNING DEPARTMENT
City of Carrollton
Date: 08/18/15

“JBL” Josey-Belt Line Redevelopment Overlay District

ORDINANCE NUMBER _____

ORDINANCE NO. _____ OF THE CITY OF CARROLLTON AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR THE “JBL” JOSEY-BELT LINE REDEVELOPMENT OVERLAY DISTRICT UPON COMMERCIAL, OFFICE AND LIGHT INDUSTRIAL USES FRONTING ON JOSEY LANE FROM KELLER SPRINGS ROAD TO THE CITY’S SOUTHERN BOUNDARY NEAR SPRING VALLEY ROAD AND ON BELT LINE ROAD FROM JOSEY LANE TO MARSH LANE AND FURTHER DESCRIBED HEREIN; AND PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

WHEREAS, at a public hearing held on the 4th day of June, 2015, the Planning & Zoning Commission considered and made recommendation on a certain request for a change to zoning districts (Case No. 06-15Z1); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Carrollton, as amended; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals and general welfare:

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

Section 1.

A certain approximately 125 acres of land, consisting of commercial, office and light industrial uses fronting on Josey Lane from Keller Springs Road to the City’s southern boundary near Spring Valley Road and on Belt Line Road from Josey Lane to Marsh Lane, and more specifically illustrated on Exhibit A, is hereby zoned and designated as a “JBL” Josey-Beltline Redevelopment Overlay District.

Section 2.

The Official Zoning Map is hereby amended to reflect the action taken herein.

Section 3.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

Section 4.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

Section 5.

This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Eighteenth day of August, 2015.

CITY OF CARROLLTON

By: _____
Matthew Marchant, Mayor

ATTEST:

Krystle F. Nelinson
City Secretary

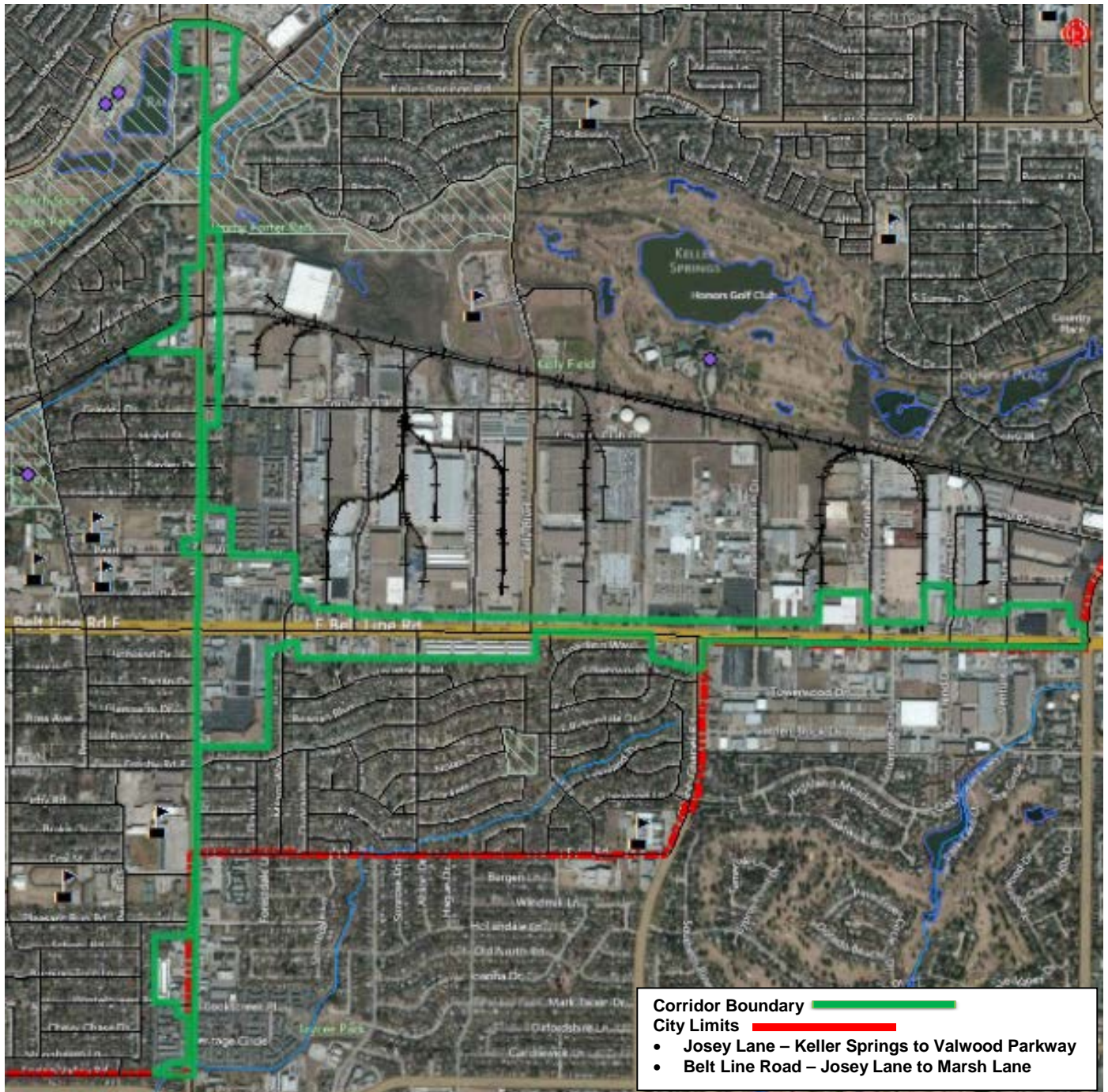
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Susan Keller
Assistant City Attorney

Michael McCauley
Senior Planner

EXHIBIT A
JOSEY – BELT LINE REDEVELOPMENT OVERLAY DISTRICT
BOUNDARY MAP





City of Carrollton

Agenda Memo

File Number: 2175

Agenda Date: 8/18/2015

Version: 1

Status: Other Business

In Control: City Council

File Type: Ordinance

Agenda Number: 22.

CC MEETING: August 18, 2015

DATE: August 11, 2015

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Consider An **Ordinance Amending The Driveway Ordinance To Provide Standards For The Josey Lane/Belt Line Road Zoning Overlay.**

BACKGROUND:

The area within the Josey Lane/Belt Line Road zoning overlay was developed prior to existing development standards for driveway widths, radii, internal storage and on-site development. Further, as roadways within the overlay area have been expanded and widened, portions of properties along the thoroughfares have been acquired for right-of-way, reducing the available land for development or re-development. This has also reduced the availability for construction or modification of driveways accessing public streets or alleys.

This proposed amendment is intended to establish special driveway development standards for lots being modified as a result of re-development in the overlay area.

This is a companion item to Case No. 06-15Z1 Josey Lane/Belt Line Zoning Overlay.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL of the proposed amendments to the city's Driveway Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CARROLLTON, TEXAS AMENDING TITLE 5 CHAPTER 53 TO ADD SECTION 53.92 WITH LANGUAGE PERTINENT TO THE LOCATION AND DESIGN CRITERIA OF DRIVEWAYS IN SPECIAL DISTRICTS; TO ADD SUBSECTION (A) JOSEY BELT-LINE OVERLAY DISTRICT; PROVIDING FOR PENALTY, SEVERABILITY, AND SAVINGS CLAUSES; AND AN EFFECTIVE DATE ON AND AFTER ITS PUBLICATION AND ADOPTION.

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

Section 1.

Section 53.92 of Chapter 53 of the Code of Ordinances, City of Carrollton, Texas, is hereby added as follows:

Section 53.92 SPECIAL DISTRICTS.

A. Josey-Belt Line Redevelopment Overlay District

1. **Intent and Scope:** The area defined within this overlay was originally developed commercially prior to currently existing development standards for driveway widths, radii, internal storage and development on site. Further, as roadways in the Josey-Belt Line Redevelopment Overlay District ("Josey-Belt Line Overlay") have been expanded and widened, portions of properties along the thoroughfares have been acquired for Right-of-Way, reducing the available land for development or redevelopment. This has also reduced the availability for construction or modification of driveways accessing public streets or alleys.

It is the intent of this subsection to establish special driveway development standards for lots being modified as a result of the incentive programs designed to encourage redevelopment of the sites in the Josey-Belt Line Overlay.

2. **General:** The following regulations shall apply in the Josey-Belt Line Overlay, the boundaries of which are defined by city ordinances and shown on the official zoning map.
3. **The following design criteria are required for the Josey-Belt Line Overlay:**
 - i. **Minimum Distance from an intersection:** Where it is not possible for a driveway to be installed in a manner that conforms to current ordinances, there must be a determination by the City Manager or his designee that conformance to the current ordinance is impractical, and that the proposed location of the driveway meets the intent of the ordinance in that it is set as far from the intersection as physically possible on the lot.

- ii. Minimum Driveway Width: Twenty (20) feet, where physical limitations of the site make meeting the requirements in Section 53.82 impractical.
- iii. Minimum Driveway Radius: Fifteen (15) feet, where physical limitations of the site make meeting the requirements in Section 53.85 impractical.
- iv. Minimum Internal Storage: Eighteen (18) feet, where physical limitations of the site make meeting the requirements in Section 53.87 impractical.

Sections 53.93-53.98 RESERVED

Section 2.

Any owner, occupant, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code as amended.

Section 3.

If any section, sub-section, paragraph, clause, phrase, or provisions of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or provisions hereof, other than the part so decided to be invalid or unconstitutional.

Section 4.

Except as herein amended, Title 5, Chapter 53, otherwise known as Streets and Sidewalks of the Carrollton Code of Ordinances, as amended, shall remain in full force and effect.

Section 5.

This ordinance shall become effective after its passage and approval by the City Council and its publication.

PASSED AND APPROVED on this 18th day of August, 2015

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Susan Keller,
Assistant City Attorney

APPROVED AS TO CONTENT:

Brett L. King,
Building Official



City of Carrollton

Agenda Memo

File Number: 2176

Agenda Date: 8/18/2015

Version: 1

Status: Other Business

In Control: City Council

File Type: Ordinance

Agenda Number: 23.

CC MEETING: August 18, 2015

DATE: August 10, 2015

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Consider An **Ordinance Amending The Sign Code To Provide Standards Specific To The Josey Lane/Belt Line Road Zoning Overlay.**

BACKGROUND:

The areas within the Josey Lane/Belt Line Road Zoning Overlay were originally developed prior to current development standards for landscaping, building setbacks, signage and on-site development. Further, as roadways have been expanded and widened, portions of properties along the streets within the Overlay District have been acquired for right-of-way, reducing the available land for development or re-development, and reducing the available area to place freestanding signage.

The intent of this proposed amendment is to establish special sign standards for lots being redeveloped or rehabilitated within the Overlay District.

This is a companion item to Case No. 06-15Z1 Josey Lane/Belt Line Road Redevelopment Overlay District.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL of the proposed amendments to the Sign Code.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CARROLLTON, TEXAS AMENDING TITLE 15 CHAPTER 151 SECTION 151.94 ADDING LANGUAGE PERTINENT TO THE PLACEMENT OF SIGNS IN REDEVELOPMENT OVERLAY DISTRICTS; AND PROVIDING FOR REPEALING, PENALTY, SEVERABILITY, AND SAVINGS CLAUSES; AND, AN EFFECTIVE DATE ON AND AFTER ITS PUBLICATION AND ADOPTION.

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

Section 1.

Section 151.94 (B) of Chapter 151 of the Code of Ordinances, City of Carrollton, Texas, is hereby added to read as follows:

(B) Josey-Belt Line Redevelopment Overlay District.

1. **Intent and Scope:** The areas defined with this overlay were predominantly developed commercially prior to currently existing development standards for landscaping, minimum building setbacks and development on site. Further, as roadways have been expanded and widened, portions of properties along the thoroughfares within the Josey-Belt Line Redevelopment Overlay District have been acquired for Right-of-Way, reducing the available land for development or re-development, and reducing the available area to place freestanding signage.

It is the intent of this subsection (B) to establish special sign development standards for lots being modified as a result of the incentive programs designed to encourage redevelopment of the sites.

2. **General:** The regulations in this subsection (B) shall apply in the Josey-Belt Line Redevelopment Overlay District, the boundaries and subdistricts/areas of which are defined by city ordinances and shown on the official zoning map. All other provisions of this Chapter which are not in conflict with this subsection shall apply in the Redevelopment Overlay District. All signs requiring a permit must first obtain development plan approval prior to issuance of a permit.
3. The following signs are permitted in the Josey-Belt Line Redevelopment Overlay District:
 - (a) Permanent Freestanding Signs:
 - i. Maximum Height: Four (4) feet including base and surround, measured to ground level at base.

- ii. Maximum Area: Forty (40) square feet of sign copy.
 - iii. Maximum Number: One per lot.
 - iv. Minimum Setback: Fifteen (15) feet from the back of curb.
 - v. Construction: Sign structure shall be of brick, stone or similar materials to those used to construct the building on the same lot. Such materials shall be used to frame the sign in such a way as to completely surround the sign area with a minimum eight (8) inches of material. Sign may include ornamental metal, but no part of a metal “can” may be left exposed.
 - vi. Compatibility: Landscaping, existing or proposed, shall be incorporated into any proposed sign design plan.
- 4. Electronic message signs are prohibited.
 - 5. Meritorious exceptions: Requests for alternative signs or designs which best meet the intent of this subsection shall be considered by the Board of Adjustment as prescribed in accordance with subsection 151.14(A)(9) of this Code.

Section 2. Penalty

Any owner, occupant, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code as amended.

Section 3. Severability

If any section, sub-section, paragraph, clause, phrase, or provisions of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or provisions hereof, other than the part so decided to be invalid or unconstitutional.

Section 4. Savings

Except as herein amended, Title 15, Chapter 151, otherwise known as Sign Regulations of the Carrollton Code of Ordinances, as amended, shall remain in full force and effect.

Section 5

This ordinance shall become effective after its passage and approval by the City Council and its publication.

PASSED AND APPROVED this the 18th day of August, 2015

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Susan Keller,
Assistant City Attorney

APPROVED AS TO CONTENT:

Brett L. King,
Building Official