

City of Carrollton

1945 E. Jackson Road
Carrollton, TX 75006



REGULAR WORKSESSION & MEETING

Tuesday, November 3, 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.
 - **Section 551.087** to discuss Economic Development.
3. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.
4. **Mayor and Council reports and information sharing.**

*****WORKSESSION*****

5. Discuss Status Of The Senior Center Expansion Project.
6. Discuss Surface Infrastructure Including City Sidewalk Policy And Strategy.
7. Discuss Indian Creek Golf Course.

*****REGULAR MEETING 7:00 PM*******INVOCATION****PLEDGE OF ALLEGIANCE****PRESENTATIONS**

8. Present A Proclamation Recognizing November 11, 2015 As Veterans Day.

PUBLIC FORUM

9. **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

- *10. Consider Approval Of The October 13, 2015 Regular Meeting Minutes.

BIDS & PURCHASES

- *11. Consider Approval Of The Purchase Of Traffic Signal Poles For The Public Works Traffic Department From Structural & Steel Products Through An Interlocal Agreement With The City Of McKinney In An Amount Not To Exceed \$150,000.00.
- *12. Consider Approval Of The Purchase Of Fire Fighter Protective Clothing From Casco Industries, Inc. Through An Interlocal Agreement With BuyBoard In An Amount To Not Exceed \$118,400.00.
- *13. Consider Approval Of The Purchase Of Self-Contained Breathing Apparatus And Associated Equipment From Casco Industries, Inc. Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$358,862.00.

- *14. Consider Approval Of The Replacement Of One (1) Service Truck From Caldwell Country Ford Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$34,555.00.
- *15. Consider Approval Of The Purchase Of An Open Performance Subscription And Professional Services From Socrata, Inc. Through An Existing State Of Texas Department Of Information Resources (DIR) Reseller Contract With Dell Marketing, L.P. In An Amount Not To Exceed \$72,000.00 for 3 years (\$24,000.00 Per Year) With Optional 1-Year Renewals.
- *16. Consider Approval Of The Purchase Of Travel Services For The Carrollton Senior Center From Diamond Tours In An Amount Not To Exceed \$42,000.00.
- *17. Consider Approval Of The Purchase Of Travel Services For The Carrollton Senior Center From Cruise One In An Amount Not To Exceed \$120,000.00.
- *18. Consider Approval Of The Purchase Of Nine (9) Patrol Vehicles For The Police Department From Caldwell Country Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$362,879.00.
- *19. Consider Approval Of The Purchase Of New Fuel Pump Dispensers, Painting And State-Required Stage II Decommissioning (TCEQ) Of The AST (Above-Ground Storage Tank) For Sandy Lake Service Center From The Stovall Corporation Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$44,104.60.
- *20. Consider Approval Of Bid #16-001 For PVC Pipe For Public Works From Various Vendors In An Amount Not To Exceed \$150,000.00.
- *21. Consider Approval Of RFP #15-037 For Roof Replacement At Justice And Fire Training Centers And Bobby Ballard Pump Station From Heritage One Roofing In An Amount Not To Exceed \$332,500.00.

CONTRACTS & AGREEMENTS

- *22. Consider Authorizing The City Manager To Approve A Contract With Turner Construction Company For The Police Department Overflow Parking Lot Project In An Amount Not To Exceed \$449,941.00.
- *23. Consider Authorizing The City Manager To Approve A Contract With Xerox State & Local Solutions, Inc. To Provide Managed Information Technology Services In An Amount Not To Exceed \$4,937,015.00 For The First Year.
- *24. Consider Authorizing The City Manager To Approve A Professional Service Contract With Teague, Nall & Perkins For Engineering Design Services For The Jackson Arms Street Reconstruction Project In An Amount Not To Exceed \$195,100.00.

- *25. Consider Authorizing The City Manager To Approve A Professional Services Contract With Birkhoff, Hendricks & Carter For Engineering Design Of The Josey Lane Elevated Storage Tank Replacement In An Amount Not To Exceed \$297,300.00.

ORDINANCE

- *26. Consider An Ordinance Amending Title XI, Chapter 116, "Restaurants And Food Establishments," Of The Carrollton Code Of Ordinances By Establishing A New Subchapter To Be Entitled "Farmers Market Regulations," Title III, Chapter 31, "Comprehensive Fee Schedule," And Title III, Chapter 34, "Municipal Boards, Commissions and Advisory Committees."
- *27. Consider An Ordinance Amending The Operating And Capital Budget For The Fiscal Year October 1, 2015 Through September 30, 2016.

RESOLUTIONS

- *28. Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation To Provide Funding To Implement Citywide Signal System Upgrades In An Amount Not To Exceed \$185,500.30.
- *29. Consider A Resolution Appointing A Member To The Metrocrest Hospital Authority.
- *30. Consider A Resolution Appointing Members To The Capital Improvements Plan Advisory Committee.
- *31. Consider A Resolution Appointing Members To The Historic Preservation Advisory Committee.
- *32. Consider A Resolution Appointing Members To The Library Board.
- *33. Consider A Resolution Appointing Members To The Museum Board.
- *34. Consider A Resolution Appointing Members To The Neighborhood Advisory Commission.
- *35. Consider A Resolution Appointing Members To The Planning & Zoning Commission.
- *36. Consider A Resolution Appointing Members To The Property Standards Board.

- *37. Consider A Resolution Appointing Members To The Traffic Advisory Committee.
- *38. Consider A Resolution Appointing A Member To The Tax Increment Reinvestment Zone #1 Board.
- *39. Consider A Resolution Appointing Members To The Parks Board.
- *40. Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct A Decorative Railing At The Dickerson Parkway Bridge At IH-35E In An Amount Not To Exceed \$98,948.00.
- *41. Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct Galvanized Steel Poles And Mast Arms At The Belt Line Road And Broadway Intersection In An Amount Not To Exceed \$37,500.00.
- *42. Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct Decorative Railing At The Belt Line Road Bridge In An Amount Not To Exceed \$267,496.00.
- *43. Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct A Drainage Culvert Under The IH-35E Northbound Frontage Road At Vandergriff Drive In An Amount Not To Exceed \$525,560.00.
- *44. Consider A Resolution Authorizing The City Manager To Enter Into A Chapter 380 Incentive Agreement With Securus Technologies Holdings, Incorporated.
- *45. Consider A Resolution Affirming The Action Of The City Of Carrollton's Tax Increment Reinvestment Zone Number One Board Of Directors To Fund Intersection Improvements At Crosby Road And South Broadway.
- *46. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Development Agreement With Banc Of America Community Development Corporation For Property Located At 1504 North Jackson Street, 1050 Park Avenue, And 1120 Park Avenue.

- *47. Consider A Resolution Authorizing The City Manager To Negotiate And Execute An Economic Development Incentive Agreement With Louise Ann And Lee B. Gibson At 1104 Elm Street In An Amount Not To Exceed \$10,000.00.
- *48. Consider A Resolution Authorizing The City Manager To Amend The Interim Management Services Agreement With Eagle/Arcis Golf For Course Maintenance And Management In An Amount Not To Exceed \$2,372,693.

PUBLIC HEARING - INDIVIDUAL CONSIDERATION

49. Hold A Public Hearing And Consider An Ordinance To Amend The Zoning And Establish A Special Use Permit For An Apartment Complex With Special Conditions On An Approximately 11.5-Acre Tract Located At The Northeast Corner Of Carrollton Parkway And SH-121/Sam Rayburn Tollway; Amending Accordingly The Official Zoning Map. Case No. 09-15SUP2 Alexan Carrollton Apartments. Case Coordinator: Michael McCauley.

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 30th day of October 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: 2309

Agenda Date: 11/3/2015

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 5.

CC MEETING: November 3, 2015

DATE: October 26, 2015

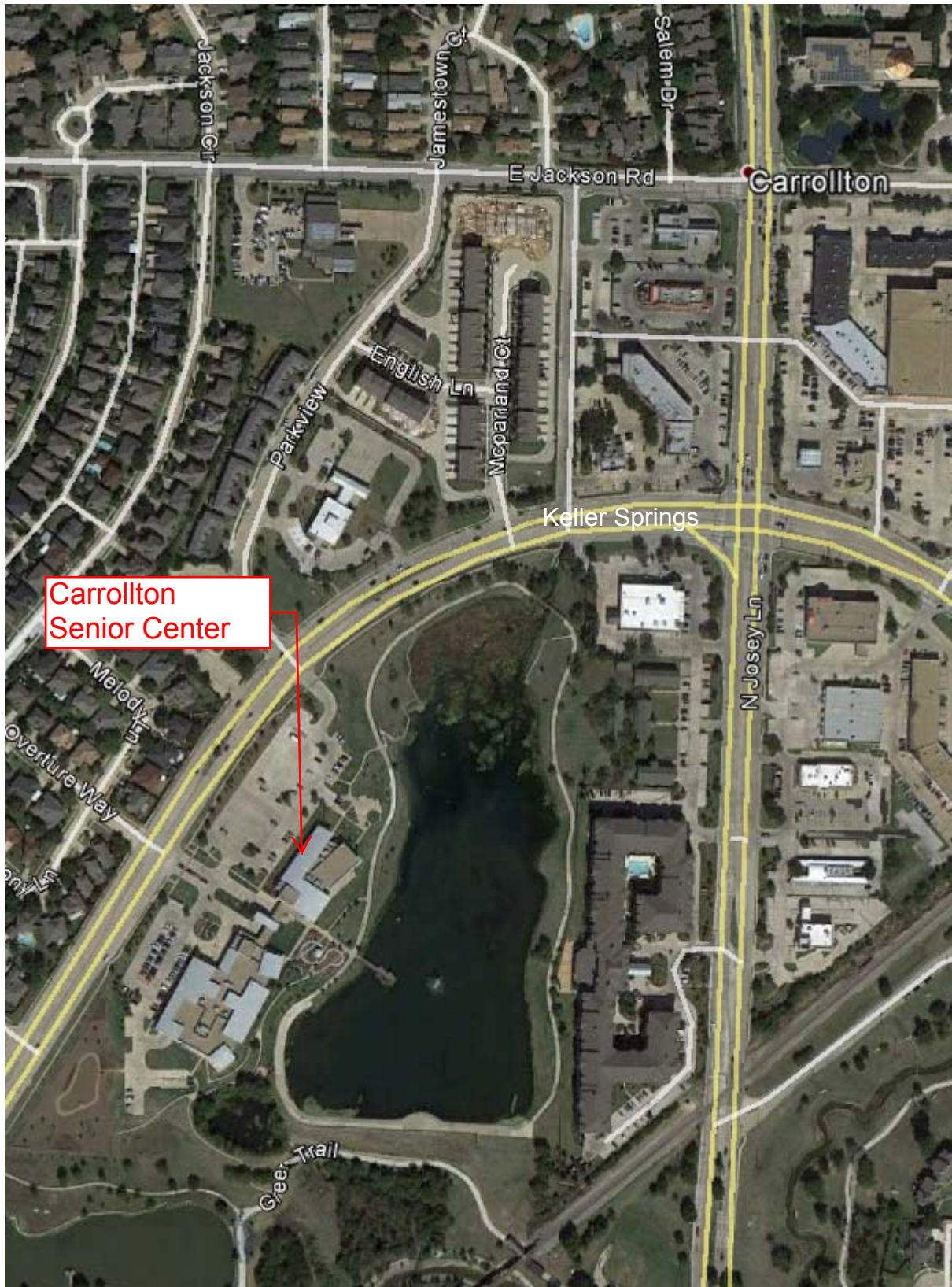
TO: Leonard Martin, City Manager

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

Discuss **Status Of The Senior Center Expansion Project.**

BACKGROUND:

The City Council authorized a construction contract for the expansion of the Carrollton Senior Center on July 7, 2015, and requested an update at the November meeting. This worksession will provide a report on the project progress.



Attachment A: Location Map



City of Carrollton

Agenda Memo

File Number: 2308

Agenda Date: 11/3/2015

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 6.

CC MEETING: November 3, 2015

DATE: October 26, 2015

TO: Leonard Martin, City Manager

FROM: Cesar J. Molina, Jr., P.E., Director of Engineering and Robert Kopp, Director of Public Works

Discuss **Surface Infrastructure Including City Sidewalk Policy And Strategy.**

BACKGROUND:

During the past budget cycle, the City Council had several decision points related to sidewalk repair, street rehabilitation and alley rehabilitation. No funding decision was made pending the outcome of the updated citywide sidewalk condition assessment. Since then, staff has been analyzing the data from the sidewalk survey. This worksession item will focus on the results of the sidewalk survey along with information on the city's capital reconstruction efforts with respect to street and alley rehabilitation in order to identify options for long-term funding strategies and priorities.



City of Carrollton

Agenda Memo

File Number: 2326

Agenda Date: 11/3/2015

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 7.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager and Scott Whitaker, Parks and Recreation Director

Discuss **Indian Creek Golf Course.**

BACKGROUND:

Indian Creek Golf Course has been closed since May 28, 2015, due to flooding. An additional flood event on June 16 resulted in both courses remaining closed. On October 13 staff presented the City Council with options and cost to re-open the Lakes Course with a goal to open in April 2016. The City Council authorized the City Manager to negotiate a contract with Eagle for the operation of the Lakes Course and the basic maintenance of the Creek Course. The City Council requested that the staff provide options and costs to re-open the Creek Course. Concurrently, the City has contracted with Freese and Nichols to complete a land use study by January 2016. The purpose of this work session item is to discuss the estimated cost to reopen the Creek Course as well as discuss the current condition of the Creek Course. Eagle/Arcis Golf has also provided estimated costs to operate the golf courses once open and there is a subsequent agenda item to consider the managed service contract for ongoing operation and maintenance of both the Lakes and Creek Courses.



City of Carrollton

Agenda Memo

File Number: 2288

Agenda Date: 11/3/2015

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentation

Agenda Number: 8.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Present A **Proclamation Recognizing November 11, 2015 As Veterans Day.**

WHEREAS, on Veterans Day we come together to pay tribute to the men and women who have worn the uniform of the United States Armed Forces, the patriots who have risked their lives to preserve the liberty of our Nation, the families who support them, and the heroes no longer with us; and

WHEREAS, it is the unparalleled spirit, skill, and devotion of our troops that make use the most advanced military in the world; and

WHEREAS, the men and women of the armed forces continue to be an inspiration to all of us through their display of courage, leadership and commitment in service to their country; and

WHEREAS, we are humbled by the sacrifices rendered by our service members and their families out of the deepest sense of service and love of country; and

WHEREAS, we in the City of Carrollton will always remember and pay homage to our military community, both active and inactive, for their contribution, dedication and commitment to the cause of freedom for us all;

NOW, THEREFORE, in recognition of the veterans of the United States, I, Matthew Marchant, Mayor of the City of Carrollton, Texas join with the City Council and our residents to salute those brave men and women of the United States Armed Services and encourage all citizens to recognize the valor and sacrifice of our veterans through appropriate public ceremonies and private prayers on Veterans Day, November 11, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Carrollton, Texas to be affixed this 3rd day of November, 2015.

Matthew Marchant, Mayor



City of Carrollton

Agenda Memo

File Number: 2320

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *10.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

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

Consider Approval Of The October 13, 2015 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL
REGULAR WORKSESSION AND MEETING
OCTOBER 13, 2015**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, October 13, 2015 at 5:00 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, and Glen Blanscet. Councilmember James Lawrence was absent. Also present were City Manager Leonard Martin, Assistant City Managers Marc Guy, Bob Scott, and Erin Rinehart, City Attorney Meredith A. Ladd and City Secretary Krystle Nelinson.

5:00 P.M. – COUNCIL BRIEFING ROOM

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

Mayor Marchant called the meeting to order at 5:07 p.m. and announced that Council would convene in Executive Session as follows:

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

2. Council convened in **Executive Session** at 5:07 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.
 - Panagakis v City
- **Section 551.072** to discuss to certain matters regarding real property
- **Section 551.074** to discuss personnel matters
 - Boards and Commissions interviews
- **Section 551.087** to discuss Economic Development

Council recessed the Executive Session at 5:40 p.m. to **reconvene in open session**. No action taken.

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

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

*****WORKSESSION*****

6. Discuss **Indian Creek Golf Course**.

Asst. City Manager Erin Rinehart began the presentation with a summary of the condition of the Lakes Course focusing on the items that need repair and using photographs to illustrate the points of concern. She advised that the projected non-recurring cost to bring the Lakes Course back to a pre-flood condition was \$575,500.00. Scott Carrier, Eagle Agronomist, explained the

construction of bunkers and stated even the best bunkers were now draining poorly. He stated that after construction the bunkers would be better than they were pre-flood even without the liners. He explained that the liners lengthen the life of the bunkers and lower the costs to maintain the bunkers. Liners would cost an additional \$126,000.00. Ms. Rinehart advised that some of the projected costs were costs associated with regularly planned maintenance and repairs such as tree trimming and cart path repairs. She also talked about possible FEMA reimbursement due to the flood. City Manager Leonard Martin underscored that it was likely that any possible reimbursement from FEMA would not be received for a couple of years and if any reimbursement was awarded, it would only be a percentage of the amount claimed. Continuing with the presentation, she reviewed the recurring costs of \$2,084,000 with estimated revenue of \$1,017,000. Should Council want to proceed, the anticipated opening of the Lakes Course was April 2016 weather dependent. She provided a summary of the condition of the Creeks Course noting the primary difference was the larger amount of silt on the Creeks Course. She suggested that if Council wanted to keep the option of opening the Creeks Course, staff would recommend aerification of the fairways, possibly top dressing the fairways and noted a need for additional weed control. She underscored that the items being addressed did not include flood mitigation and she advised there was a finite amount of mitigation that could be done because the entire property was located in a flood way or flood plain. After a lengthy discussion, Mr. Martin stated that if the Council wants to open the Lakes Course, the proposed contract needed to be approved with the addition of a clause to allow renegotiation of the contract in the event the Creeks Course could be opened.

Mayor Marchant recessed the Worksession at 7:31 p.m. to convene in Executive Session.

*****EXECUTIVE SESSION CONTINUED*****

2. Council reconvened in Executive Session at 7:32 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.
 - Panagakis v City
- Section 551.072 to discuss to certain matters regarding real property
- Section 551.074 to discuss personnel matters
 - Boards and Commissions interviews
- Section 551.087 to discuss Economic Development

Council recessed the Executive Session at 7:36 p.m. to **reconvene in open session**. No action taken.

*****REGULAR MEETING*****

Mayor Marchant called the Regular Meeting to order at 7:42 p.m.

INVOCATION – Councilmember Glen Blanscet

PLEDGE OF ALLEGIANCE – Councilmember John Sutter

PUBLIC FORUM

10. 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.

Mrs. J, 2510 Ridgeland, addressed the Council regarding public safety in the public park located at 1720 Keller Springs Road, specifically questioning if bicycles or pedestrians had right-of-way on the path around the gazebo.

The following individuals addressed the Indian Creek Golf Course:

Jack Stotz, 1412 Palo Duro Drive; Brad Trudeau, 2305 Briardale Drive, President of Parkside HOA; Al Overholt, 2216 Ridgewood; Tony Booth, 1517 Iroquois Circle; Dan Anderson, 1545 Pawnee Trail; and Sam Phillips, 1510 Iroquois Circle.

The following individuals submitted a card in support of Indian Creek Golf Course:

Mark Rabe, 3505 High Vista Drive; Coby Sparks, 2357 Highlands Creek Road; Gigi Phillips, 1510 Iroquois Circle; Jack Farrier, 1503 Iroquois Circle; Russell Giozzola, 1501 Iroquois Circle; Carl Reese, 3524 Sweetspring Drive; Larry Crenshan, 3529 Cimarron Drive; and Marvin Smith, 1410 Pagosa Trail.

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.)*

Deputy Mayor Pro Tem Hrbacek moved approval of Items 11-21, 23-33, and 35-36; second by Councilmember Babick with the names of Blake Clemmons and Kevin Falconer on Items 24 and 25; and the motion was approved with a unanimous 6-0 vote.

MINUTES

***11. Consider Approval Of The September 1, 2015 Regular Meeting Minutes.**

***12. Consider Approval Of The September 15, 2015 Regular Meeting Minutes.**

BIDS & PURCHASES

***13.** Consider Approval For The Purchase Of Library Materials For Library Services From Brodart Inc. And Midwest Tape Through An Interlocal Agreement With The State Of Texas In An Amount Not To Exceed \$375,000.00.

***14.** Consider Approval For The Replacement Of Athletic Field Lights Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$462,168.00.

***15.** Consider Approval Of Bid #14-034 For The Purchase Of Ambulance Supplemental Payment Review To Public Consulting Group In An Amount Not To Exceed \$25,702.31.

***16.** Consider Approval Of Bid #15-034 For Water & Sewer Supplies For Public Works From Various Vendors In An Amount To Not Exceed \$353,386.00.

***17.** Consider Approval Of Bid #15-038 For Public Works From Macval Associates, LLC For Sidewalk Repairs In An Amount Not To Exceed \$300,000.00.

CONTRACTS & AGREEMENTS

***18.** Consider Authorizing The City Manager To Approve A Contract With J.R. Stelzer Company For The Marsh South Elevated Storage Tank Repainting Project In An Amount Not To Exceed \$1,103,242.00.

***19.** Consider Authorizing The City Manager To Approve A Professional Services Contract With Pacheco-Koch Consulting Engineers For Engineering Design Services For Palo Alto Park Street Reconstruction, Phase 1 In An Amount Not To Exceed \$214,350.00.

***20.** Consider Authorizing The City Manager To Approve A Construction Manager-At-Risk Contract With Turner Construction Company For The Police Department Headquarters Facility For Preconstruction Services And At The Guaranteed Maximum Price (GMP)-Based Percentages Contained In Table 1 - CMAR Fee Schedule.

ORDINANCE

***21.** Consider An Ordinance Amending The Operating And Capital Budget For The Fiscal Year October 1, 2015 Through September 30, 2016.

RESOLUTIONS

***22.** ~~Consider A Resolution Authorizing The City Manager To Enter Into An Interim Management Services Agreement With Eagle/Arcis Golf For Course Maintenance And Management In An Amount Not To Exceed \$1,791,000.00.~~

***23.** Consider A Resolution Authorizing The City Manager To Enter Into A Settlement Agreement In The Lawsuit Styled Panagakis v. Carrollton In An Amount Not to Exceed \$150,000.00.

***24. Consider A Resolution Nominating A Candidate To Be A Member Of The Board Of Directors For The Dallas Central Appraisal District.**

***25. Consider A Resolution Nominating A Candidate To Be A Member Of The Board Of Directors For The Denton Central Appraisal District.**

***26. Consider A Resolution To Establish An Incentive Policy For A Billboard Removal Tax Rebate Program.**

***27. Consider A Resolution To Establish An Incentive Policy For The Josey Lane/Belt Line Road Property Rehabilitation Grant Program.**

***28. Consider A Resolution Authorizing The City Manager To Enter Into An Interlocal Agreement For Fire Department Automatic Assistance Among The Town Of Addison, City Of Carrollton, City Of Coppell And City Of Farmers Branch.**

***29. Consider A Resolution Authorizing The City Manager To Enter Into A Contract For Court Security In An Amount Not To Exceed \$27,100.00.**

***30. Consider A Resolution Authorizing The City Manager To Enter Into An Agreement With The Texas Department Of Transportation To Operate And Maintain The Traffic Signal To Be Constructed At The Intersection Of FM 544/Parker Road And Josey Lane.**

***31. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Lease Agreement With Social Media Delivered For The City-Owned Gravley Center At 1111 West Belt Line Road, Suite 100.**

***32. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Lease Agreement With MKNC III, LLC (Monkey King Noodle Company) For City-Owned Property At 1309 South Broadway.**

***33. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Real Estate Brokerage Services Agreement With O'Boyle Properties, Inc. dba ARA, A Newmark Company For The Acquisition Of The Fannidella Townhouse Apartments At 1410 Fannidella Drive In An Amount Not To Exceed \$79,200.00.**

PUBLIC HEARING-CONSENT AGENDA

~~*34. Hold A Public Hearing To Consider An Ordinance To Amend Planned Development District 91 (PD-91), An Approximately 76.3-Acre Tract With Modified Development Standards Located On The North Side Of Hebron Parkway At Marsh Ridge Road, By Allowing Fencing Consistent With The Surrounding Development. Case No. 09-15Z1 High Country Business Park. Case Coordinator: Michael McCauley.~~

***35. Hold A Public Hearing To Consider An Ordinance To Amend The Zoning And Establish A Special Use Permit For Veterinary Services (indoors only) With Special Conditions On An Approximately 5-Acre Tract Located At 4112 North Josey Lane; Amending**

Accordingly The Official Zoning Map. Case No. 09-15SUP3 Banfield Pet Hospital. Case Coordinator: Christopher Barton

***36. Hold A Public Hearing To Consider An Ordinance To Rezone and Amend Planned Development District 5 (PD-5) To Remove An Approximately 20.5 Acre Tract And To Establish a New Planned Development District for the (SF-PH) Single-Family Patio Home and (O-2) Office Districts With Modified Development Standards And To Allow The Additional Use Of Townhouses** On An Approximately 20.5 Acre Tract of Land Located On The Northeast Corner Of Old Denton Road And Jackson Road; Amending Accordingly The Official Zoning Map. Case No. 09-15Z2 Bluffview 3. Case Coordinator: Christopher Barton.

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION.

***22. Consider A Resolution Authorizing The City Manager To Enter Into An Interim Management Services Agreement With Eagle/Arcis Golf For Course Maintenance And Management** In An Amount Not To Exceed \$1,791,000.00.

Mayor Marchant explained the item would be a 15½ month contract to manage the Lakes Course.

Deputy Mayor Pro Tem Hrbacek moved approval of Item 22 and noting that he confirmed with counsel regarding the appropriate language should we choose to go to 36 holes, that we can terminate and renegotiate this agreement and move forward which Mayor Marchant confirmed; second by Councilmember Sutter.

Deputy Mayor Pro Tem Hrbacek thanked the citizens for attending the meeting noting their importance in the process. He stated the unfortunate flood provided the Council with time to review the asset and consider the best long term decision. He underscored that no decision had been reached regarding the Creeks Course and he felt the Council was following the right path in terms of deciding the best thing to do for the community.

Councilmember Garza echoed appreciation for the citizens' involvement and the types of things staff was reviewing.

Councilmember Babick also echoed appreciation for the citizens and for the diligence of the staff; he spoke in favor of the item.

Councilmember Sutter also thanked the citizens for their input and attendance and stated he was in support of the motion.

Mayor Marchant reminded the residents that Carrollton was still in flood stage at the first of August noting there was water on the course for a longer period of time than experienced by other courses.

Councilmember Wilder voiced his appreciation for the citizens' attendance and for the suggestions and information provided. He stated he didn't support the item because the course consistently lost money prior to 7 years ago and because of the drainage issues. He voiced a concern with investing more money into the land until the drainage issue was addressed.

Councilmember Blanscet voiced his appreciation for all of the input and information. He reiterated the fact that the course was still in the flood stage in August and felt the staff and Council were providing a timely review. He underscored the Council's position to be a good steward of the taxpayers' resources. He felt the flood mitigation was mostly on the Creeks Course with some on the Lakes Course and was supportive of the proposed action for Item 22.

Councilmember Garza noted that the City had spent millions of dollars on other amenities such as dog parks, hike and bike trails, recreation centers and other items because the Council wants Carrollton to be a city that people want to come to. He stated that an amenity is something that is provided, not necessarily to make money. He stated that the golf course as an amenity was a plus because while there were years where the City lost money, there were years where it was self-supporting and some when it made money. He noted that the golf course was an amenity like the other amenities that were there for the citizens to enjoy and stated he would support the item. He felt the City needed to look at it from that perspective.

The motion was approved with a 5-1 vote, Mayor Pro Tem Wilder opposed.

***34. Hold A Public Hearing To Consider An Ordinance To Amend Planned Development District 91 (PD-91), An Approximately 76.3-Acre Tract With Modified Development Standards Located On The North Side Of Hebron Parkway At Marsh Ridge Road, By Allowing Fencing Consistent With The Surrounding Development.** Case No. 09-15Z1 High Country Business Park. Case Coordinator: Michael McCauley.

Mayor Marchant noted that Councilmember Sutter excused himself from the meeting with regard to Item 34 due to a conflict of interest.

Deputy Mayor Pro Tem Hrbacek moved approval of Item 34; second by Councilmember Garza and the motion was approved with a 5-0 vote, Councilmember Sutter abstained.

Mayor Marchant adjourned the Regular Session at 8:25 p.m. announcing that Council would reconvene in Worksession after a brief recess.

*****WORKSESSION*****

Mayor Marchant reconvened the Worksession at 8:30 p.m.

7. Discuss Updated Municipal Marketing Plan.

Administrative Services Director Ashley Mitchell introduced John Alper and Josh Moore of Legends to present the update.

John Alper advised that they performed a SWOT (strengths, weaknesses, opportunities and threats) analysis and from a strength standpoint, the City has well maintained facilities but the negative was the City doesn't have any premium sponsorship opportunities. He felt Community Partnerships makes the most sense for the City and explained that a Community Partnership was kind of a hybrid between a philanthropic platform and a marketing platform. He reviewed the sales strategy and the revenue projections. He believed that the City had the ability to generate 4-6 community partnerships over a couple of years and there would be associated staffing costs.

The potential opportunity on the very high side was approximately \$166,000 annually in year five. He stated that they have experienced very little success with municipalities that weren't large. Examples of large cities were Chicago and New York. He stated there was some potential although not tremendous and there was a risk that there may not be a return on the investment of a new hire. After discussion, a consensus was reached to stay the course.

5. Discuss Farmers Market Ordinance Proposal.

Environmental Services Director Scott Hudson advised that currently a Farmers Market was considered a special event. He provided an approach to regulate Farmers Markets, setting limits, discussing potential locations and addressing permitting requirements and fees.

A consensus was reached in favor of the following:

- 1) Remove the "private property" requirement from the definition
- 2) 10+ acre site with correct zoning and on public property there would be no minimum size
- 3) Fee – no consensus reached – decide during ordinance discussion

8. Discuss Furneaux 1A (Raiford Crossing) Tributary Design Concept Options.

Director of Engineering Cesar Molina introduced Division Manager Mike McKay to brief the Council. Mr. McKay stated Furneaux 1A was a small watercourse with outfall from adjoining development and severe channel erosion through the Raiford Development. He provided photographs taken in 2010 of channel conditions and again in 2014 after the Raiford Development was partially done. The project objections were to reduce or eliminate erosion, reduce maintenance, meet permitting requirements, create a reasonably safe environment with reasonable costs and within a reasonable timeframe. He advised that the consultant prepared four alternatives and he presented the four alternatives. Staff recommended Alternative 1 – partial length with a estimated cost of \$810,000.00 noting that some safety railing may be needed. Deputy Mayor Pro Tem Hrbacek advised that the Redevelopment Sub-Committee recommended Alternative 1.

Mayor Marchant and Councilmember Babick suggested planting trees in the creek to enhance the canopy view. After a lengthy discussion, a consensus was reached in favor of the preferred alternative.

9. Discuss Boards & Commissions Appointments.

A consensus was reached to make the following appointments:

- P&Z Commission – Mel Chadwick, Kimberly Daniel-Nix, Garry Kraus, Tony Romo II, Sunil Sundaran
- PSB – Dick Calvert, Scott Carstens, Stephanie Doss, Andy Folmer, Jim Pipkin
- Parks Board – Suzanna Dooling, Dave Hermon, Maytelin Herrera-Batista, Gerry Lalima
- NAC – BJ Cadwalader, Lora Cormier, Frances Cruz, Joe Marquez, Jeff Scott Van Matre, Pam Mulligan
- TAC – Robin Chavez, Sam Courtney, Joel Dewey
- CIPAC – John Powell, Antonia Okafor, Trent Teague
- HPAC – Jennifer Crippen, Elida Munoz, Dennis Raso, John Roppolo, Doug Wedemeyer

- Library Board – Gretchen Biery, Darrell Curtis Claypool, Amber Lasseigne, Candace Morgan
- Museum Board – Judy Scamardo, Lark Tribble, and Linda Mayberry for the 1 year terms; Rachel Lewis, George Barnes, Lisa Stavinoha, and Thomas Williams for the 2 year terms
- TIRZ – Maggie Vera

4. Mayor and Council reports and information sharing.

None

*****EXECUTIVE SESSION CONTINUED*****

2. Council reconvened in **Executive Session at 10:44 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.
 - Panagakis v City
- **Section 551.072** to discuss to certain matters regarding real property
- **Section 551.074** to discuss personnel matters
 - Boards and Commissions interviews
- **Section 551.087** to discuss Economic Development

3. Council **reconvened in open session at 10:57 p.m.** to consider action, if any, on matters discussed in the Executive Session. No action taken.

ADJOURNMENT

Mayor Marchant adjourned the meeting at 10:57 p.m.

ATTEST:

Krystle Nelinson, City Secretary

Matthew Marchant, Mayor



City of Carrollton

Agenda Memo

File Number: 2283

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *11.

CC MEETING: November 3, 2015

DATE: October 20, 2015

TO: Leonard Martin, City Manager

FROM: Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of Traffic Signal Poles For The Public Works Traffic Department From Structural & Steel Products Through An Interlocal Agreement With The City Of McKinney In An Amount Not To Exceed \$150,000.00.

BACKGROUND:

This agenda item is for the purchase of traffic signal poles which will take care of the installation of new traffic signals for the upcoming year and to replace used stock poles. Over the past couple of years we have competitively bid Traffic Signal Poles with only one vendors' response; however over the years the reliability and responsiveness of this vendor has decreased.

The city of McKinney has competitively bid and awarded signal poles to Structural Steel. The city of Carrollton has an inter-local agreement with the City of McKinney through the Collin County Governmental Forum (CCGF). CCGF is an organization of all governmental entities in Collin County which was formed to share purchasing contracts and cost savings ideas. Carrollton City Council has renewed our continuing participation in this Forum on March 3, 2015.

FINANCIAL IMPLICATIONS:

The Signal Poles will be purchased from budgeted funds for the cost centers and amounts as listed below.

<u>ACCOUNTING UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Various CAP Accounts	Traffic Signal Improvements	\$150,000.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the use of the inter-local agreement with the city of McKinney, contract 13-019FP, from Structural & Steel Products for an amount not to exceed \$150,000.00.



City of Carrollton

Agenda Memo

File Number: 2285

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *12.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

FROM: John Murphy, Fire Chief and Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of Fire Fighter Protective Clothing From Casco Industries, Inc. Through An Interlocal Agreement With BuyBoard In An Amount To Not Exceed \$118,400.00.

BACKGROUND:

This agenda item is for the purchase of protective clothing worn by fire fighters during emergency operations. Due to the anticipated replacement of damaged and outdated protective clothing and the establishment of a program to provide a set of back-up gear for front line fire fighters, Carrollton Fire Rescue (CFR) will surpass the \$25,000 purchasing threshold during fiscal year 2016. CFR is seeking Council approval to purchase protective clothing in an amount not to exceed \$118,400.00 during fiscal year 2016.

The protective clothing will be purchased through an interlocal agreement with Buyboard. 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. Buyboard meets all State of Texas bidding requirements.

FINANCIAL IMPLICATIONS:

The protective clothing will be purchased from budgeted funds as indicated below:

<u>ACCOUNTING UNIT</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Fire Ops - 232001	Uniforms & Clothing - 60170	\$118,400.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval to purchase protective clothing from Casco Industries, Inc. in an amount not to exceed \$118,400.00. This purchase will be through an interlocal agreement with BuyBoard.



City of Carrollton

Agenda Memo

File Number: 2286

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *13.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

FROM: John G. Murphy, Fire Chief and Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of Self-Contained Breathing Apparatus And Associated Equipment From Casco Industries, Inc. Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$358,862.00.

BACKGROUND:

This agenda item is the second year funding for the purchase of self-contained breathing apparatus (SCBA) units, air cylinders, face masks, batteries and battery charging devices, quick connect adapters for air fill stations and other associated equipment. SCBAs are the breathing air devices worn by fire fighters for respiratory protection during emergency operations in environments where the atmosphere is immediately dangerous to life and health or could become oxygen-deficient.

The SCBAs and associated equipment will be purchased through the City's interlocal agreement with Buyboard. 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. Buyboard meets all State of Texas bidding requirements.

FINANCIAL IMPLICATIONS:

The SCBAs and associated equipment will be purchased from budgeted funds as indicated below:

<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Capital Project Account 854101-116580199	\$358,862.00

IMPACT ON COMMUNITY SUSTAINABILITY:

The new SCBA units and associated equipment will ensure that fire fighters have the respiratory protection needed in environments where the atmosphere is immediately dangerous to life and health and that the breathing air devices meet the latest requirements of National Fire Protection Association Standards 1852 and 1981.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval to purchase SCBAs and associated equipment from Casco Industries, Inc. in an amount not to exceed \$358,862.00. This purchase will be through an interlocal agreement with BuyBoard.



City of Carrollton

Agenda Memo

File Number: 2311

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *14.

CC MEETING: November 3, 2015

DATE: October 28, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager and Vince Priolo, Purchasing Manager

Consider Approval Of The Replacement Of One (1) Service Truck From Caldwell Country Ford Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$34,555.00.

BACKGROUND:

Fleet Services is requesting the purchase of one (1) 2015 Service Truck through our member agreement with BuyBoard. The current 2005 truck (Unit 4136) is used by the Water Production Crew in the repair and monitoring of Water systems. Routine tasks for this truck involve monitoring water control devices and job sites. This unit was involved in a third party accident. Due to the amount of damage, replacement is recommended. Risk will seek reimbursement from the third party.

The proposed unit is available through two cooperatives listed below. Staff recommends moving forward with the most competitive bid from Caldwell Country Ford 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.

Caldwell Country Ford (Buy Board)	\$34,555.00
Caldwell Country Ford (Smart Buy)	\$39,204.00

FINANCIAL IMPLICATIONS:

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

<u>ACCOUNT UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Fleet Replacement	Mobile Equipment	\$34,555.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval to purchase one (1) service truck from Caldwell Country Ford in the amount of \$34,555.00 using the existing agreement with BuyBoard.



City of Carrollton

Agenda Memo

File Number: 2312

Agenda Date: 11/3/2015

Version: 2

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *15.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Ashley D. Mitchell, Administrative Services Director

Consider Approval Of The Purchase Of An Open Performance Subscription And Professional Services From Socrata, Inc. Through An Existing State Of Texas Department Of Information Resources (DIR) Reseller Contract With Dell Marketing, L.P. In An Amount Not To Exceed \$72,000.00 for 3 years (\$24,000.00 Per Year) With Optional 1-Year Renewals.

BACKGROUND:

In an effort for the city to be more transparent, staff has been exploring vendors that provide open government platforms. After reviewing several demos and talking to other cities, staff recommends Socrata's open data platform. Socrata will provide the city and the citizens with an electronic dashboard for performance measurement. Citizens and staff can review, compare, visualize, and analyze data in order to see how the organization is performing.

The first four departments to be deployed will be Police, Fire, Building Inspection and Finance.

FINANCIAL IMPLICATIONS:

This agreement is for 3 years with ongoing renewals. The annual cost to the City is \$24,000, or \$72,000 for the first three years. Funding will be available through the PEG revenues (Public Educational, and Government fees assessed to cable subscribers), which must be used for public education and information, including equipment and technical support.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the purchase of an Open Performance Subscription and Professional Services from Socrata, Inc.



QUOTATION

Quote #: 716859760
Customer #: 5413683
Contract #: 42AFU
Customer Agreement #: DIR-SDD-1951
Quote Date: 10/09/2015
Customer Name: CITY OF CARROLLTON

Date: 10/9/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: AARON CAMPBELL
Email Address: Aaron_Campbell@Dell.com

PHONE: 1800 - 4563355
Phone Ext: 5138216

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$72,000.00

Product	Quantity	Unit Price	Total
TX CITY OF CARROLLTON SOCRATA GOVSTAT BASIC LICENSE (A8596901)	36	\$1,000.00	\$36,000.00
TX CITY OF CARROLLTON SOCRATA GOVSTAT AND APP LAUNCH PACKAGE STD UP TO 90HRS (A8596899)	1	\$0.00	\$0.00
TX CITY OF CARROLLTON SOCRATA OPEN BUDGET LICENSE (A8596897)	36	\$500.00	\$18,000.00
TX CITY OF CARROLLTON SOCRATA OPEN EXPENDITURES LICENSE (A8596896)	36	\$500.00	\$18,000.00
TX CITY OF CARROLLTON SOCRATA GOV STAT SUPPORT BASIC 11/01/2015 - 10/30/2018 (A8596906)	36	\$0.00	\$0.00

COMMENT

2015 PAYMENT 11-1-
2015 - \$24,000
2016 PAYMENT 11-1-
2016 - \$24,000
2017 PAYMENT 11-1-
2017 - \$24,000

***Total Purchase Price:** **\$72,000.00**
Product Subtotal: \$72,000.00
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

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Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

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If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

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You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF CARROLLTON for the purpose of this proposal is to be considered confidential information belonging to Dell.

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City of Carrollton

Agenda Memo

File Number: 2313

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *16.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Lori Luckey, Recreation Coordinator

Consider Approval Of The Purchase Of Travel Services For The Carrollton Senior Center From Diamond Tours In An Amount Not To Exceed \$42,000.00.

BACKGROUND:

The Carrollton Senior Center has had a Trip program for approximately 28 years. At the request of many seniors, the Senior Center began offering longer, sometimes overseas trips in 2007. Destinations have included: Ireland, Italy, Alaska, Switzerland, and more. The trips are fully cost recovered.

An extended trip for 2016 is a tour to Washington, DC. The date for travel is May 11-19, 2016. The cost for the trip is \$839/person double occupancy and \$1109 single occupancy. In addition, each participant is strongly encouraged to purchase trip insurance. This will allow the guest to receive a refund if they are unable to go on the trip. Approximately 95% of our participants purchase trip insurance.

Staff does obtain three quotes for the trips however; other factors are included such as exact location of tour, excursions during the tour, customer evaluations on previous trips, etc. There is no HUB vendor listed for tour companies.

FINANCIAL IMPLICATIONS:

The funds for the cost center are listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>ACCOUNT NAME</u>
3210	21340	Senior Short Trips

Revenue collected from the participants covers the cost of the program.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the purchase of travel services for the Carrollton Senior Center to Diamond Tours in an amount not to exceed \$42,000.00.



City of Carrollton

Agenda Memo

File Number: 2314

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *17.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Lori Luckey, Recreation Coordinator

Consider Approval Of The Purchase Of Travel Services For The Carrollton Senior Center From Cruise One In An Amount Not To Exceed \$120,000.00.

BACKGROUND:

The Carrollton Senior Center has had a trip program for approximately 28 years. At the request of many seniors, the Senior Center began offering longer, sometimes overseas trips in 2007. Destinations have included: Ireland, Italy, Alaska, Switzerland, and more. The trips are fully cost recovered.

An extended trip for 2017 is a tour to The Galapagos Islands and Machu Picchu. The date for travel is March 30 - April 13, 2017. The cost for the trip is approximately \$10,000/person double occupancy. In addition, each participant is strongly encouraged to purchase trip insurance. This will allow the patron to receive a refund if they are unable to go on the trip. Approximately 95% of our participants purchase trip insurance.

Staff does obtain three quotes for the trips however; other factors are included such as exact location of tour, excursions during the tour, customer evaluations on previous trips, etc. There is no HUB vendor listed for tour companies.

FINANCIAL IMPLICATIONS:

The funds for the cost center are listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>ACCOUNT NAME</u>
3210	21345	Senior Long Trips

Revenue collected from the participants covers the cost of the program.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the purchase of travel services for the Carrollton Senior Center to Cruise One in an amount not to exceed \$120,000.



City of Carrollton

Agenda Memo

File Number: 2315

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *18.

CC MEETING: November 3, 2015

DATE: October 28, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager and Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of Nine (9) Patrol Vehicles For The Police Department From Caldwell Country Through An Interlocal Agreement With BuyBoard
In An Amount Not To Exceed \$362,879.00.

BACKGROUND:

Fleet Services is requesting the replacement of nine (9) patrol vehicles assigned to the Police Department. The existing vehicles will be retired per Fleet's policy on age/mileage. These units will be replaced with the Chevrolet Tahoe Police Patrol Vehicle.

Staff recommends the purchase of nine (9) Tahoe's through our member agreement with BuyBoard. This cooperative entity meets all state of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

Caldwell Country Chevrolet (Buy Board)	\$362,879.00
Caldwell Country Chevrolet (HGAC)	\$387,625.00
(HGAC- Houston Galveston Area Council)	

FINANCIAL IMPLICATIONS:

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

<u>ACCOUNT UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Fleet Replacement	Mobile Equipment	\$362,879.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval to purchase nine (9) Chevrolet Tahoe Police Patrol Vehicles from Caldwell Country in the amount of \$362,879.00, using our existing agreement with BuyBoard.



City of Carrollton

Agenda Memo

File Number: 2323

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *19.

CC MEETING: November 3, 2015

DATE: October 26, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager and Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of New Fuel Pump Dispensers, Painting And State-Required Stage II Decommissioning (TCEQ) Of The AST (Above-Ground Storage Tank) For Sandy Lake Service Center From The Stovall Corporation Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$44,104.60.

BACKGROUND:

Fleet Services is requesting the purchase of a new Fuel Dispensing system and Stage II required decommissioning (TCEQ) at Sandy lake Service Center. The current dispensing system has obsolete dispenser circuit board components that cannot be repaired or replaced. Currently, one dispenser is out of service. The upgrade will include new pumps, (2-Diesel, 2-Unleaded) dispensing system, sealing and painting of the entire storage system, signage and all required testing per TCEQ Requirements. Sandy Lake Service Center Fuel site has 5,000 gallons of diesel and 5,000 gallons of unleaded fuel to support Parks and Athletics divisions as well as multiple other departments if logistically needed. It also serves as an alternate fuel site should any issues arise at other city fuel sites. Buy Board bid was chosen due to best price for \$42,820.00. A contingency amount of 3% was added to the low bid for any unforeseen expenses if they arise, in a total amount of \$44,104.60.

FINANCIAL IMPLICATIONS:

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

Stovall Corporation (Buy Board)	\$42,820.00
Lynd Fueling (Non-Cooperative Quote)	\$43,363.00

<u>ACCOUNT UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Fleet Capital Project	Fleet Equipment	\$44,104.60

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval to purchase from Stovall Corporation through our Inter-Local agreement with Buy Board in an amount of \$42,820.00, plus 3% for contingencies, in an amount not to exceed \$44,104.60.





City of Carrollton

Agenda Memo

File Number: 2282

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *20.

CC MEETING: November 3, 2015

DATE: October 20, 2015

TO: Leonard Martin, City Manager

FROM: Vince Priolo, Purchasing Manager

Consider Approval Of Bid #16-001 For PVC Pipe For Public Works From Various Vendors In An Amount Not To Exceed \$150,000.00.

BACKGROUND:

The materials to be purchased from this price agreement will be used by Water/Wastewater to replace or repair water lines throughout the City.

Bids were advertised and received from three vendors.

FINANCIAL IMPLICATIONS:

The product on Bid #16-001 will be purchased from budgeted funds for the cost centers and amounts as listed below.

<u>ACCOUNTING UNIT</u>	<u>ACCOUNT</u>	<u>BUDGET AMOUNT</u>
Water Distribution	Repair & Maint. Supplies -Water & Sewer	\$ 50,000.00
Utility Replacement Program	Repair & Maint. Supplies - Water & Sewer	<u>\$ 100,000.00</u>
TOTAL		\$ 150,000.00

At the bid prices received the using department will be able to perform the necessary water line repairs within the budget allocation of \$150,000.00.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the overall low bid meeting all specifications be awarded to Fortiline as the primary vendor, ACT Pipe as the secondary vendor, and HD Supply as the tertiary vendor for an amount not to exceed \$150,000.00.

<u>COMPANY NAME</u>	<u>ITEM</u>
Fortiline	Primary Vendor All Items

ACT Pipe	Secondary Vendor All Items
HD Supply	Tertiary Vendor All Items

16-001 CATEGORY 1: WATER & SEWER PIPE									
				Fortiline		ACT PIPE		HD SUPPLY	
ITEM	QTY		DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	1000	Ft.	4" SDR 35 Sewer Pipe	\$ 0.79	\$ 790.00	\$ 0.75	\$ 750.00	\$ 0.77	\$ 770.00
2.	1000	Ft.	6" SDR 35 Sewer Pipe	\$ 1.54	\$ 1,540.00	\$ 1.60	\$ 1,600.00	\$ 1.66	\$ 1,660.00
3.	1000	Ft.	8" SDR 35 Sewer Pipe	\$ 2.76	\$ 2,760.00	\$ 2.87	\$ 2,870.00	\$ 2.98	\$ 2,980.00
4.	1000	Ft.	4" Blue Brute Water Pipe (DR14) C900 CLASS 200	\$ 2.24	\$ 2,240.00	\$ 2.32	\$ 2,320.00	\$ 2.40	\$ 2,400.00
5.	6000	Ft.	6" Blue Brute Water Pipe (DR14) C900 CLASS 200	\$ 4.32	\$ 25,920.00	\$ 4.49	\$ 26,940.00	\$ 4.65	\$ 27,900.00
6.	8000	Ft.	8" Blue Brute Water Pipe (DR14) C900 CLASS 200	\$ 7.42	\$ 59,360.00	\$ 7.69	\$ 61,520.00	\$ 8.00	\$ 64,000.00
7.	4000	Ft.	12" Blue Brute Water Pipe (DR14) C900 CLASS 200	\$ 15.71	\$ 62,840.00	\$ 16.57	\$ 66,280.00	\$ 17.19	\$ 68,760.00
8.	100	Ft.	16" Blue Brute Water Pipe (DR18) C900	\$ 25.25	\$ 2,525.00	\$ 27.54	\$ 2,754.00	\$ 30.92	\$ 3,092.00
9.	100	Ft.	18" Blue Brute Water Pipe (DR18) C900	\$ 33.25	\$ 3,325.00	\$ 34.72	\$ 3,472.00	\$ 41.21	\$ 4,121.00
10.	100	Ft.	20" Blue Brute Water Pipe(DR18) C900	\$ 40.00	\$ 4,000.00	\$ 42.84	\$ 4,284.00	\$ 50.60	\$ 5,060.00
11.	100	Ft.	24" Blue Brute Water Pipe(DR18) C900	\$ 60.00	\$ 6,000.00	\$ 61.59	\$ 6,159.00	\$ 73.35	\$ 7,335.00
BID TOTAL				\$ 171,300.00		\$ 178,949.00		\$ 188,078.00	
BID TERM				1 YR		1YR		6 Month	
				Primary Vendor		Secondary Vendor		Tetary	



City of Carrollton

Agenda Memo

File Number: 2317

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *21.

CC MEETING: November 3, 2015

DATE: October 22, 2015

TO: Leonard Martin, City Manager

FROM: Vince Priolo, Purchasing Manager

Consider Approval Of RFP #15-037 For Roof Replacement At Justice And Fire Training Centers And Bobby Ballard Pump Station From Heritage One Roofing In An Amount Not To Exceed \$332,500.00.

BACKGROUND:

A sealed Request For Proposal (RFP) was issued for the replacement of the roof at Justice Center, Fire Training Center, and Bobby Ballard Pump Station. The roofs at these facilities were installed between 1992 and 1997 and are all at or past the recommended replacement schedule.

Carrollton Facilities Department has contracted with a roofing consulting company, Roof Technical Services, Inc. (Rooftech), for a variety of roof projects. Rooftech assists with roof surveys of city buildings, creation of bid specifications, evaluation of the vendor proposals, and project management as the work progresses.

The base proposal for this bid includes all work necessary to provide a complete and serviceable re-roofing system at these facilities including but not limited to completely removing all the existing roofing down to the deck; properly preparing the roof deck; installing rigid board insulation; installing tapered insulation where indicated in the drawings; installing all new membrane and sheet metal flashings; installing a new gravel covered, 4 ply, asphalt, fiberglass built-up roof; and providing a 20-Year NDL Warranty from the primary roofing material manufacturer. The scope of work also includes building up the fascia according to specifications.

The sealed RFP was publicized as required by state law, posted to the city's bid website, and publicized nationally, through plan rooms, and through vendor databases of Carrollton Purchasing and Rooftech. A total of seven bids were received.

FINANCIAL IMPLICATIONS:

The roof replacement will be paid for with budgeted funds for the capital account and amount as listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Various Capital Funds	Repair/Maintenance - Structures	\$ 332,500.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the proposal from Heritage One Roofing for the roof replacement at the three facilities in the amount not to exceed \$332,500.00. This amount includes a contingency amount of \$21,500 as requested in the RFP for unforeseen damage as work progresses. If these additional funds are not needed, they will not be spent.

RFP# 15-037 ROOFING OF THREE FACILITIES

	CS ADVANTAGE	SUPREME ROOFING SYSTEMS	HERITAGE ONE	ANCHOR ROOFING SYSTEMS	CRAWFORD RW, LLC	NATIONS ROOF	AA APPLICATORS, INC.
JUSTICE CENTER	\$ 250,000.00	\$ 188,944.36	\$ 177,000.00	\$ 266,000.00	\$ 209,042.00	\$ 214,365.00	\$ 265,300.00
FIRE TRAINING CENTER	\$ 125,000.00	\$ 95,568.53	\$ 91,000.00	\$ 169,885.00	\$ 87,778.00	\$ 111,267.00	\$ 114,800.00
BOBBY BALLARD PUMP STATION	\$ 56,000.00	\$ 52,133.91	\$ 43,000.00	\$ 85,920.00	\$ 48,915.00	\$ 48,855.00	\$ 53,600.00
TOTAL	\$ 431,000.00	\$ 336,646.80	\$ 311,000.00	\$ 521,805.00	\$ 345,735.00	\$ 374,487.00	\$ 433,700.00
Unit Prices:							
Metal deck Repair (SF)	\$ 10.00	\$ 6.00	\$ 6.00	\$ 10.00	\$ 6.00	\$ 8.50	\$ 4.00
Gypsum Deck Repair (SF)	\$ 15.00	\$ 7.00	\$ 6.00	\$ 28.00	\$ 6.00	\$ 12.00	\$ 16.00
Wood Deck Repair (SF)	\$ 4.00	\$ 4.00	\$ 4.00	\$ 6.00	\$ 5.00	\$ 2.15	\$ 4.00
Wood Blocking Repl. (BF)	\$ 8.00	\$ 2.50	\$ 3.50	\$ 5.00	\$ 7.00	\$ 3.95	\$ 2.50
Time To Complete	150	70	135	90	40	135	120



City of Carrollton

Agenda Memo

File Number: 2281

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *22.

CC MEETING: November 3, 2015

DATE: October 20, 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 Turner Construction Company For The Police Department Overflow Parking Lot Project** In An Amount Not To Exceed \$449,941.00.

BACKGROUND:

The 2013 Bond Program provided \$14,000,000 to replace the existing police headquarters facility. In September 2015, City Council authorized an additional \$2,000,000 bringing the total project budget to \$16,000,000.

A new parking lot located on the north side of Rainwater Drive has been designed in order to maintain parking capacity during construction of the planned new headquarters facility. Parking improvements include a 130 space fiber-reinforced concrete parking with associated landscaping. The parking lot will initially be used as construction parking for displaced police personnel. Subsequent to construction, the lot will remain in service indefinitely as overflow parking for the Police Department and City Hall visitors and staff.

Design of the new facility was completed in September and the project advertised for proposals in late September and early October.

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

FINANCIAL IMPLICATIONS:

Construction services for this project have been selected through competitive sealed proposals

in accordance with Chapter 2267 of the Texas Local Government Code. The City evaluated and ranked each proposed contractor based on the following selection criteria: 60% proposed price; 35% contractor qualifications; and 5% proposed construction time. The City then selected the contractor that offered the best value as determined by the selection criteria and ranking evaluation.

Five proposals were received on October 13, 2015, and ranged from \$419,941.00 to \$497,083.00 for construction of the parking lot with total construction periods ranging 50 to 60 days. In evaluation of both proposal amounts, the firm of Turner Construction Company submitted the lowest total bid of \$419,941 with a construction time of 60 calendar days.

In addition to monetary and time considerations, State Law further requires evaluation of all selection criteria, including contractor qualifications. In review of the five respondents, it was the unanimous consensus of Staff and the design architect that Turner Construction Company possesses adequate experience to successfully deliver a quality construction product. References comprised of previous and current facility owners, design professionals, suppliers and credit references were all positive. Furthermore, Turner Construction Company was recently approved for the construction manager-at-risk (CMAR) contract for the main headquarters facility. Therefore, while Turner offered the lowest price and exhibited high qualifications, a clear additional advantage exists by allowing the firm to control the schedule for all work associated with the total police facility development. Upon incorporation of all selection criteria based on price, time and qualifications, Turner Construction Company is concluded to be the most qualified contractor for this project and offers the best overall value to the City.

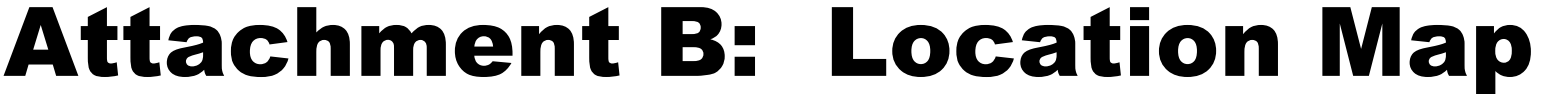
Funding is available for all construction from general obligation/public safety bond funds.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will contribute to community sustainability by providing adequate short-term police facilities during construction of the headquarters building and provide the long-term benefit of overflow parking for the entire Carrollton Municipal Complex.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to approve a construction contract agreement with Turner Construction Company for the construction of a new Police Overflow Parking Lot in an amount not to exceed \$449,941 (\$419,941.00 base bid and \$30,000 maximum potential bonus).



Attachment B: Location Map

Attachment A

Table 1 – Contractor Evaluations

Evaluation and Rankings							
POLICE DEPARTMENT OVERFLOW PARKING LOT							
	Total Base Bid	Construction Time	Price (60% max)	Days (5% max)	Qualifications (35% max)	Total Ranking	
Turner Construction Co	\$419,941.00	60	60%	3%	30%	93%	1
Bluestone Partners, LLC	\$424,600.00	60	60%	3%	29%	92%	2
Pavecon	\$469,577.34	50	54%	5%	32%	91%	3
XIT Paving & Construction, Inc.	\$497,083.00	60	51%	3%	33%	87%	4
Avanti Construction, LLC	\$494,305.00	59	51%	4%	24%	79%	5



City of Carrollton

Agenda Memo

File Number: 2310

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *23.

CC MEETING: November 3, 2015

DATE: October 26, 2015

TO: Leonard Martin, City Manager

FROM: Lon Fairless, Information Technology Director

Consider Authorizing The City Manager To **Approve A Contract With Xerox State & Local Solutions, Inc. To Provide Managed Information Technology Services** In An Amount Not To Exceed \$4,937,015.00 For The First Year.

BACKGROUND:

The City of Carrollton contracts with Xerox State and Local Solutions, Inc. for a large majority of our managed information technology services.

In preparation for the contract expiration, the City engaged KPMG LLP for assistance to compete the services through a Request for Proposal (RFP) process in November 2014. As a managed services organization, the City desired to seek the best value for needed services. A RFP was issued in May 2015. Also in May, the City Council authorized an extension to the current contract which expired on September 30, 2015 for up to six months pending final action on a new contract.

KPMG coordinated the proposal review process along with engaging a broad based committee for business and customer service perspectives. The evaluation results were presented to the City Council in July. Additionally, the City staff, with KPMG assistance, provided a critique of the processes used to complete the IT services. Consequently, in the future the City will seek creative strategies to increase competition including using a third party oversight of key processes and procurements.

At the July 21, 2015 work session, the City Council directed KPMG to seek a Best and Final Offer from Xerox that included separate pricing for both five and seven year terms with two optional one year extensions with each.

The current contract annual cost if continued for full year would be \$ 5,038,301. The total five and seven year term cost estimates are \$ 25,977,411 and \$ 36,136,256 respectively. An annual

comparison of the five and seven year terms, respectively, is as follows.

<u>Annual Pricing:</u>	<u>Five Year Option</u>	<u>Seven Year Option</u>
Year 1:	\$4,883,473	\$4,701,919
Year 2:	\$5,034,867	\$4,847,867
Year 3:	\$5,190,803	\$4,998,192
Year 4:	\$5,351,417	\$5,153,028
Year 5:	\$5,516,850	\$5,312,509
Year 6:	N/A	\$5,476,774
Year 7:	N/A	\$5,645,967

These prices do not include some City expenses paid directly by Xerox with no markup that are typically less than \$100,000 a year.

Staff recommends the seven year term due to the proposed cost savings and the expense to rebid. The proposed cost is based on the projected activity levels during the bid process that may increase with new budget initiatives. Therefore, a 5% contingency is included in the requested authorization amount.

FINANCIAL IMPLICATIONS:

Funds for these services have been programed into Information Technology Services FY 2015-2016 operating budget, ITS 151001.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that Council authorize the City Manager to enter into a contract with Xerox State & Local Solutions, Inc. to provide managed Information Technology services for an amount not to exceed \$4,937,015 for the first year, including a 5% contingency, and not to exceed \$37,943,068 for the seven year contract.



City of Carrollton

Agenda Memo

File Number: 2318

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *24.

CC MEETING: November 3, 2015

DATE: October 27, 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 Service Contract With Teague, Nall & Perkins For Engineering Design Services For The Jackson Arms Street Reconstruction Project** In An Amount Not To Exceed \$195,100.00.

BACKGROUND:

This subdivision is the city's eleventh NOTICE project. This contract will provide the construction plans for the reconstruction of seven streets in the Jackson Arms Subdivision and includes Jackson Circle, Heritage Drive, Bunker Hill, Spicewood, Jamestown Court, Jamestown Lane and Salem Drive. The project will include replacing approximately 5,000 linear feet of existing street pavement, sidewalks, and sanitary sewer lines at an estimated construction cost of \$2,300,000. Water lines were previously replaced in a separate project. Also included in this work is the design of the Rosemeade Recreation Center right turn lane onto eastbound Rosemeade Parkway.

Consultant selection was performed using a request for qualifications (RFQ) method whereby engineering firms submitted a two-part statement of qualifications which was evaluated by a four-person committee. The first part contained a project approach, understanding, schedule and similar-type-projects-completed section without knowing the firm's name. These were scored and ranked with the top 10 were evaluated further using the qualifications of the firm and the proposed design team members. The top 6 firms were selected for projects during the next two years.

FINANCIAL IMPLICATIONS:

Teague, Nall & Perkins has submitted a proposal to the City of Carrollton to perform the engineering design services for the project in an amount not to exceed \$195,100.00. Funding will be available in the Streets Consolidated Fund with 2013 Bond Funds.

IMPACT ON COMMUNITY SUSTAINABILITY:

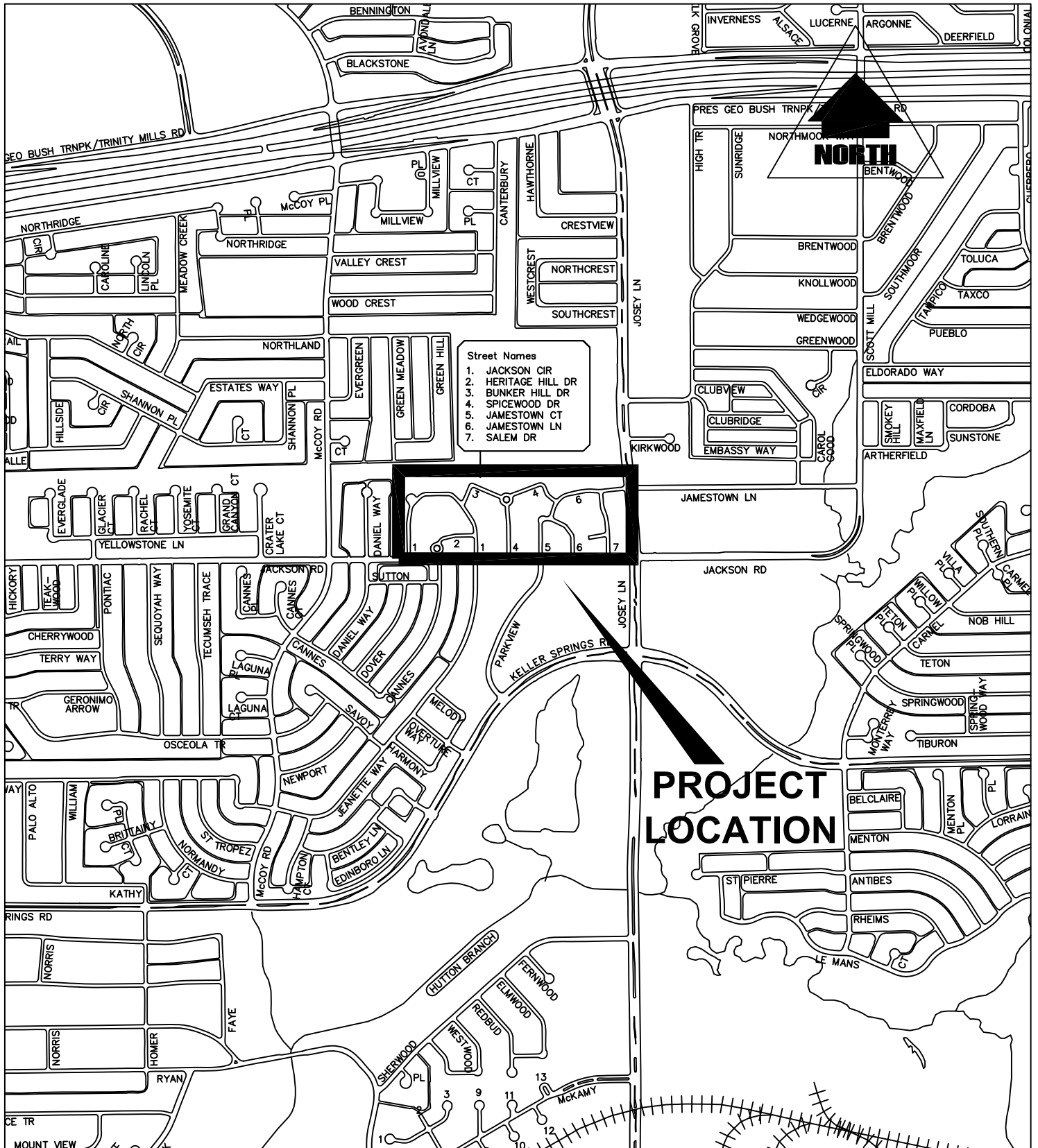
Being part of the City's NOTICE program, this project will contribute to community sustainability by:

Sustaining quality of life - Improvements in the subdivision should improve the appearance of the neighborhood which should promote residents to provide better upkeep of their properties.

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

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an engineering design services contract with Teague, Nall & Perkins for the preparation of engineering plans for the Jackson Arms Street Reconstruction project in an amount not to exceed \$195,100.00.



JACKSON ARMS SUBDIVISION

SCALE: NTS DATE: 09/15

ENGINEERING
DEPARTMENT

Where Connections Happen

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Professional Services Contract
with Teague Nall and Perkins

THIS CONTRACT is entered into on this 3rd day of November, 2015, 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 Teague Nall and Perkins ("hereinafter referred to as "Consultant") whose address is 17304 Preston Road, Suite 1340, Dallas, TX 75252.

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for the design of Street and Sanitary Sewer Improvements in the Jackson Arms Subdivision which includes the streets of Jackson Circle, Heritage Drive, Bunker Hill, Spicewood, Jamestown Court, Jamestown Lane and Salem Drive; and

WHEREAS, City desires to obtain professional services from Consultant for the design of right turn lane improvements for Rosemeade Park Road; 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 prepare plans and specifications for the following:

Rosemeade Park Road: Paving and Sidewalk improvements as needed in order to construct dedicated right turn lane at the intersection of Rosemeade Park Road and Rosemeade Parkway, 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.

Jackson Arms: Paving and sanitary sewer improvements to Jackson Circle, Heritage Drive, Bunker Hill, Spicewood, Jamestown Court, Jamestown Lane and Salem Drive 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 Two Hundred and Nineteen Thousand Six Hundred Dollars (\$195,100.00). 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 Engineering Director 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 sub-contractor 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:

Thomas S. Geier, P.E.
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:

Chris Schmitt, P.E.
Teague Nall and Perkins
17304 Preston Road, Suite 1340
Dallas, Texas 75252

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: _____
Marc Guy
Assistant City Manager

Date Signed: _____

ATTEST:

Krystle F. Nelinson
City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT

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

Teague Nall and Perkins
(Consultant's Name)

By: _____
Name: _____ Chris Schmitt, P.E.
Title: _____ Principal
Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of, _____,
2015, 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 _____, 2015.

Notary Public _____ County, Texas
My commission expires _____

Attachment “A”

Scope of Work

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on October 13th, 2015 between CITY and CONSULTANT providing for professional engineering services.
2. CONSULTANT shall prepare engineering plans, details, specifications and opinion of probable cost for the following:

This scope of services includes preparation of phased plans, specifications and estimates for pavement and sanitary sewer improvements in the **Jackson Arms Subdivision** which includes the streets of Jackson Circle, Heritage Drive, Bunker Hill, Spicewood, Jamestown Court, Jamestown Lane and Salem Drive. The reconstruction consists of replacement of approximately 5,120 linear feet (LF) of 27 foot wide residential street pavement and 7,000 LF of 8” sanitary sewer lines. It is our understanding that there will be no drainage improvements to the existing system but that a minimal hydraulic analysis consisting of verification of the existing pipe and inlet sizing. If an improvements to the system are deemed necessary, such improvements can be provided as an additional service.

The **Rosemeade Right Turn Lane Improvements** include preparation of plans, specifications and estimates for pavement improvements required for the addition of a dedicated right turn lane at the Rosemeade Rec Center along Rosemeade Park Road at the easternmost intersection with Rosemeade Parkway. It is our understanding that there will be no drainage improvements to the existing drainage system. The scope shall also include coordination with City traffic engineering department regarding the relocation of the existing traffic signal pole, if required.

The scope of the proposed work is indicated on Attachments C, D, E & F.

SCOPE OF SERVICES:

- i. PRELIMINARY DESIGN (65% and 95%)
 1. Plot existing topographic features including pavement & utilities on (11”x 17”) plan and profile sheets (1”=40’ horizontal and 1”=10’ vertical).
 2. Research and Data Collection shall consist of the following:
 - Meet with City Staff and obtain design criteria, plans, etc.
 - Meet with City staff to walk project;
 - Coordinate with franchise utility coordination person at the City;
 - Obtain and review as-builts from utility companies and review horizontal alignment information;
 - Review Record Drawings;
 - Review Drainage Master Plan;

3. Prepare plan and profile drawings for streets showing existing and proposed top of curb.
 4. Prepare sidewalk and curb ramp layout including sidewalk retaining walls (1'-4' max);
 5. Roadway cross sections on 50-foot intervals & driveway cross sections (166± Driveways).
 6. Provide typical roadway sections.
 7. Erosion Control Plan
 8. Sanitary Sewer Plans & Profile Sheets
 9. Prepare Drainage Area Map
 10. Prepare limited Storm Drain Improvements consisting of replacement of existing inlets and storm drain along Jackson Circle.
 11. Show approximate lot line information based on Dallas County Tax records. The exact lot corners will not be field verified or located by the surveyor.
 12. Submit two one-half sized sets of preliminary construction plans at 65% and 95% for City staff review and comments.
 13. Prepare and submit any special conditions requirements.
 14. Prepare quantity take off and opinion of probable cost based on preliminary design for both 65% and 95% submittals
 15. Prepare and submit monthly reports indicating work progress and any design issues that may arise.
- ii. FINAL DESIGN (100%)
1. Incorporate 95% City review comments into final design
 2. Develop any necessary additional design details.
 3. Develop construction phasing plan.
 4. Develop final quantities and prepare summary sheets. Determine opinion of probable cost estimate based on final design.
 5. Review standard City specifications and prepare a description of each bid item for inclusion into the Special Specifications.
 6. Submit one set of final construction plans, quantities, costs and special conditions to City staff for final review.
 7. Incorporate City review comments of final design.
 8. Submit final plans, quantities, cost and special conditions to the City
- iii. BIDDING PHASE
1. Provide reproducible copy of the plans (11"x 17") to the City for bidding. The City will be responsible for making and distributing all necessary copies of bid documents for bidding purposes.
 2. Attend one (1) pre-bid meeting.
 3. Respond to Contractor Questions during bidding.
 4. The City will be responsible for tabulating the bids and contractor evaluation.

iv. CONSTRUCTION PHASE

1. Attend one (1) Pre-construction meeting at the City offices;
2. Provide responses to requests for information or clarification to the City or contractor;
3. Review Contractor Shop Drawings/Submittals.
4. Provide record drawings developed from contractor's marked up plans consisting of one electronic TIFF file.
5. The City will be responsible for executing the final contract documents with the selected contractor and reviewing/approving contractor pay requests.

3. SPECIAL SERVICES:

A. TOPOGRAPHIC SURVEY ROSEMEADE RIGHT TURN LANE:

1. Locate topographic features including sidewalks, property corners (if available), trees, fire hydrants, valves, power poles, driveways, water meters, inlets, and other features within the street and within 50 feet of the back of existing street curb.
2. Provide enough survey shots that cross sections can be developed at least every 50 feet along the street, including shots at center line of the existing pavement, top of curb and gutter, approximate property line, and 50 feet past the back of street curb.
3. Survey rim and flow line elevations of manholes, inlets, and valve caps.
4. Contact DIGTESS prior to survey and request locates for utilities. Survey paint marks and flags that are set as a result of the request to DIGTESS.
5. Set temporary bench marks and survey control points.
6. Deliver a survey file, which includes the block lot address of the properties, property lines, right-of-way lines, and easement lines.
7. Provide 3D points and break lines in the survey file (in AutoCad format).

B. TOPOGRAPHIC SURVEY JACKSON ARMS STREET REPLACEMENTS:

1. Locate topographic features including mailboxes, lead walks, exposed sprinkler heads, property corners (if available), trees, fire hydrants, valves, power poles, driveways, water meters, inlets, and other features within the street and within 20 feet of the back of street curb.
2. Provide enough survey shots that cross sections can be developed at least every 50 feet along the street or alley, including shots at center line of the existing pavement, top of curb and gutter, approximate property line, and 20 feet past the back of street curb.

3. Survey all existing driveways from the edge of curb up to the front of the house/garage. Any lead walks that tie into the driveways shall also be tied down. Sufficient survey shots shall be provided so that cross sections can be developed at center line of each driveway.
 4. Survey rim and flow line of manholes, inlets, and valve caps.
 5. Contact DIGTESS prior to survey and request locates for utilities. Survey paint marks and flags that are set as a result of the request to DIGTESS.
 6. Set temporary bench marks and survey control points.
 7. Deliver a survey file, which includes the block lot address of the property, property lines, right-of-way lines, and easement lines.
 8. Provide 3D points and break lines in the survey file (in AutoCad format).
4. **ADDITIONAL SERVICES:** If requested by the City, TEAGUE NALL AND PERKINS will provide the following services on an hourly basis:
- A. Right-of-way parcel descriptions;
 - B. Detailed construction staking;
 - C. Full time construction inspection;
 - D. Preparation of easement descriptions and exhibits;
 - E. Internal inspection of sanitary sewer lines;
 - F. Trench excavation safety plan;
 - G. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates;
 - H. Prepare Change Orders or Addendums (unless to correct error on plans);
 - I. Utility Locate Service (SUE Level A or B);
 - J. Structural design for retaining walks (4'+);
 - K. Public Meetings;
 - L. Storm Sewer design (other than existing system analysis);
 - M. Water Main design;
 - N. Deed/Easement Research;
 - O. Environmental investigation;
 - P. Title searches, boundary surveys, or property surveys;
 - Q. Services in connection with condemnation hearings;
 - R. Traffic engineering report or study;
 - S. Detailed Traffic Signal Design;
 - T. Detailed traffic control plans;
 - U. SWP3- Review fees, NOI, NOT, & BMP's inspection during construction;
 - V. TDLR/ADA review and inspection fees;
 - W. Archeological Surveys or THC Coordination/Permitting;
 - X. Geotechnical Engineering;
 - Y. Obtain Right of Entry from individual property owners for survey;
5. **CITY'S RESPONSIBILITY.** The CITY will provide information regarding objectives and

requirements for the Project. CITY to furnish copies of existing plans, plats and property ownership information in concerned areas at no cost to the CONSULTANT.

The CITY will designate a single representative to act in its behalf, with respect to the Project who shall examine documents submitted by the CONSULTANT and, to the extent allowed by law, shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the CONSULTANT'S services.

- A. All of the City's plat, easement and construction plan files will be made available for use. City will provide copies at no cost. If easement information is not available within the City, the City will need to obtain that information from Dallas County.
 - B. Access to all City manholes and clean-outs, access to all City right-of-way and easements. If manhole lids are bolted down the Engineer will contact the City's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
 - C. The City's Utility Operations Department will do the excavation for locating existing water and sewer for horizontal and vertical ties. The City's Street and Drainage Department will do the excavation for the existing storm drain lines. The Engineer will provide a preliminary plan sheet showing the location where excavation is required and contact the City to schedule a time when the work can be done.
 - D. If public meetings are necessary the City will take the steps required to notify the residents.
 - E. City's on-site representative's construction reports on a weekly basis.
 - F. Storm drainage ordinance, manuals and intensity curves.
 - G. Current standard construction details.
 - H. City will distribute construction documents.
 - I. Obtain Right of Entry from individual property owners for surveying.
6. **TIME FOR COMPLETION.** The CONSULTANT agrees to complete Rosemeade Turn Lane Improvements and Jackson Arms Street and Sanitary Sewer Improvements within 365 calendar days exclusive of any review time by CITY from the date of written Notice to Proceed from CITY to CONSULTANT.
7. **REVISIONS TO FINAL PLANS.** After acceptance of the final plans and special provisions by CITY, CONSULTANT agrees, prior to and during the construction of this Project, to perform such design services as may be required by CITY to correct errors or omissions on the original plans prepared by CONSULTANT and to change the original design as required by such error or omissions.
8. CONSULTANT agrees that CITY may review any and all work performed by CONSULTANT on this project.

END OF ATTACHMENT A

Attachment "B"

COMPENSATION

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on November 3rd, 2015 between CITY and CONSULTANT providing for professional engineering services.

2. CONSULTANT will accomplish the work outlined in the tasks presented in Exhibit "A" if this Agreement as shown below:

A. Basic Services: Compensation to TEAGUE NALL AND PERKINS for the Basic Services described in Exhibit "A" shall be as follows:

- 1. Jackson Arms Street Replacements; Lump Sum of \$150,000
- 2. Rosemeade Right Turn Lane Improvements; Lump Sum of \$8,000.

B. Special Services: Compensation to TEAGUE NALL AND PERKINS for the Special Services described in Exhibit "A" shall be as follows:

- 1. Jackson Arms Street Replacements; Lump Sum of \$35,000
- 2. Rosemeade Turn Lane Improvements; Lump Sum of \$2,100.

Total Fee: \$ 195,100.00

If TEAGUE NALL AND PERKINS determines that the fee will exceed the estimate, TEAGUE NALL AND PERKINS will notify the OWNER for authorization to proceed.

3. The CONSULTANT'S Fee for Basic and Special Services shall provide compensation for all design work, drafting work, printing of review documents for the CITY, computations and all other work required for the design of this Project.

4. CONSULTANT will invoice the CITY for the value of partially completed services, according to the services accomplished each month on a proportional basis of the overall project.

5. All other services will be considered as additional services, performed at the request of the CITY and billed as defined in item six (6) of this Agreement.

6. The undertaking of CONSULTANT to perform professional services under this Agreement extends only to those services specifically described herein. If, upon the request of the CITY, CONSULTANT agrees to perform additional services ("Additional Services") hereunder, the CITY shall pay CONSULTANT for the performance of such Additional Services an amount

(in addition to all other amounts payable under this Agreement) equivalent to (i) the hours expended by personnel for additional services multiplied by the then current hourly rates, plus (ii) the reimbursable expenses ("Reimbursable Expenses") so incurred by CONSULTANT in providing such services, multiplied by a factor of 1.15. CONSULTANT agrees to submit a written estimate of costs for additional services. The CITY is only liable to pay for said services after agreeing in writing to pay the costs submitted in the estimate.

7. Invoices will be submitted by CONSULTANT to the CITY monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payments on account for basic services shall be made monthly within thirty (30) days of invoice. All invoices will be accompanied by a status report on all completed work.

END OF ATTACHMENT B



City of Carrollton

Agenda Memo

File Number: 2319

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *25.

CC MEETING: November 3, 2015

DATE: October 27, 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 Birkhoff, Hendricks & Carter For Engineering Design Of The Josey Lane Elevated Storage Tank Replacement In An Amount Not To Exceed \$297,300.00.

BACKGROUND:

Based on an assessment performed two years ago which prioritized three of the city's elevated storage tanks for repainting or replacement, and began with the repainting of the Hutton and Marsh South Tanks, the Josey Lane Elevated Tank is scheduled for replacement in the fall of 2017. The existing 1.5 million gallon tank will be replaced with a 3 million gallon tank in accordance with the TOD Master Plan. It will be constructed with a concrete column in the same location as the existing tank. The existing tank is in need of repainting and miscellaneous repairs at an estimated cost of over \$1,000,000, which will be put toward the construction of the new tank. The demolition will begin as soon as possible after the peak water use months, with the new tank construction starting immediately thereafter. The bowl portion of the tank will be painted similar to the Hutton and Marsh South tanks.

Consultant selection was performed using a request for qualifications (RFQ) method whereby engineering firms submitted a two-part statement of qualifications which was evaluated by a three-person committee. The first part contained a project approach, understanding, schedule and similar-type-projects-completed section without knowing the firm's name. These were scored and ranked with the top 5 firms evaluated further using the qualifications of the firm and the proposed design team members. The top firms were selected for projects during the next two years.

FINANCIAL IMPLICATIONS:

Birkhoff, Hendricks & Carter LLP has submitted a proposal to the City to perform the engineering design and construction phase services for the project for an amount not to exceed \$297,300.00. Funding is available in the Utility Consolidated fund.

IMPACT ON COMMUNITY SUSTAINABILITY:

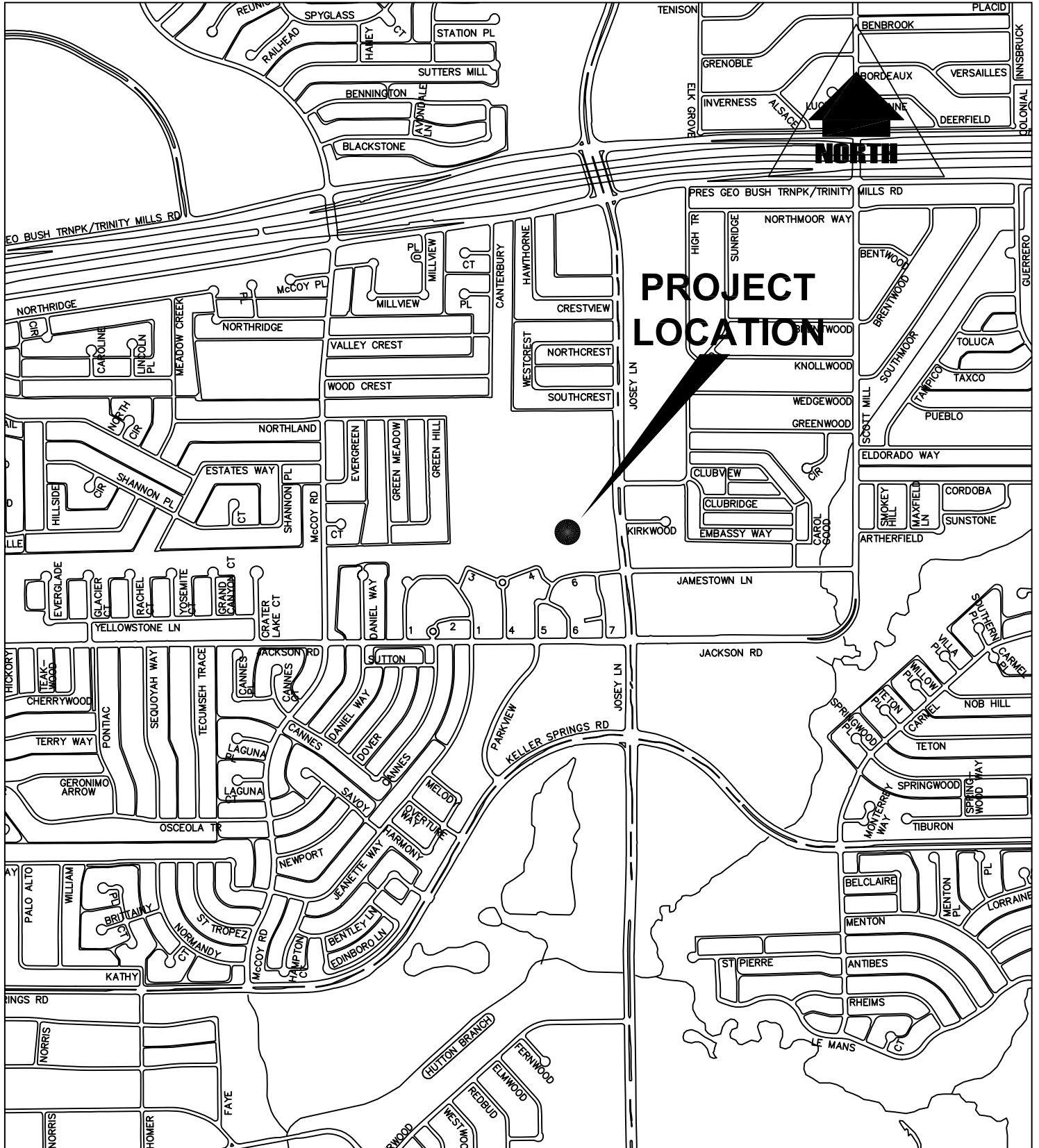
This project will contribute to community sustainability by:

Sustaining quality of life - The new water tank will ensure that potable water is available for ultimate growth peak water demand periods.

Sustaining day-to-day operations - The replacement of the old tank will reduce the need for non-scheduled repairs as is required on an older tank.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to enter into an engineering design services contract with Birkhoff, Hendricks & Carter for the preparation of engineering plans for the replacement of the Josey Lane Elevated Storage Tank in an amount not to exceed \$297,300.00.



CARROLLTON
TEXAS

Where Connections Happen

JOSEY ELEVATED STORAGE TANK REPLACEMENT

SCALE:NTS DATE: 10/15

**ENGINEERING
DEPARTMENT**

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Professional Services Contract
with Birkhoff, Hendricks & Carter, LLP

THIS CONTRACT is entered into on this _____ day of _____, 2015, 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 **Birkhoff, Hendricks & Carter, L.L.P.** (“hereinafter referred to as “Consultant”) whose address is 11910 Greenville Ave., Suite 600, Dallas, Texas 75243.

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for the design of a 3-Million Gallon Josey Elevated Storage Tank, located at Josey Lane and Jamestown; 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 prepare plans and specifications for the Josey Elevated Storage Tank 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 _____ 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 Engineering Director 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 sub-contractor 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, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY 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:

Thomas S. Geier, P.E.
City of Carrollton
P.O. 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:

John Birkhoff, P.E.
Birkhoff, Hendricks & Carter, LLP
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

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: _____
Marc Guy
Assistant City Manager

Date Signed: _____

ATTEST:

Krystle F. Nelinson
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Meredith A. Ladd
City Attorney

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

Birkhoff, Hendricks & Carter, L.L.P.
(Consultant's Name)

By: _____
Name: John Birkhoff, P.E.
Title: Managing Partner
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 Services

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, 2015, between City and Undersigned providing for professional services.
2. Undersigned shall prepare construction plans, specifications, details and opinions of cost for the following:

PREPARATION OF PLANS, SPECIFICATIONS AND CONSTRUCTION
ADMINISTRATION FOR THE JOSEY 3.0 MILLION GALLON ELEVATED
STORAGE TANK (HWL 699.0), AS DESCRIBED BELOW.

3. SCOPE OF WORK:

I. Preparation of Plans and Specifications

A. Removal of the Existing Josey Elevated Storage Tank

- Design Phase

Preparation of plans, specifications and bidding documents for the removal of the 1.5 Million Gallon Elevated Storage Tank.

- 1) Include in specifications options for disposal of existing tank and tank structure.
Options to include:
 - Selling structure after red lead primer is removed
 - Scraping structure and having steel and red lead primer melted down
- 2) Provisions in specifications for all steel to be removed from City property.
- 3) Provisions in specifications for all existing foundations to remain, foundations will be cut a minimum 8-inches below grade.
- 4) Provisions made in the specifications for the Contractor to clean-up the area, including red lead paint chips from the structure.
- 5) Provisions will be made in specifications to properly transport and dispose of red lead primer waste and/or steel plate containing red lead primer.

B. 3.0-MG Josey Composite Elevated Storage Tank

- Design Phase

Preparation of plans, specifications and bidding documents for a 3.0 MG Composite Elevated Storage Tank based on the following items:

- 1) Specifications based on following standards:
 - American Water Works Association (AWWA)
 - American National Standards Institute (ANSI)
 - American Society of Testing Materials (ASTM)
 - National Sanitation Foundation (NSF)
 - American Concrete Institute (ACI)
- 2) Tank Accessories to include the following:

<ul style="list-style-type: none">➤ Pipe Connections➤ Over Flow & Drain Piping➤ Connection to Existing SCADA	<ul style="list-style-type: none">➤ Wet Riser➤ Access and Truck Doors➤ Antenna Bracket
--	--

- Tank Ladders
 - Roof Hatches
 - Vent
 - Mixing System
 - Valve & Electric Valve Operations
 - Wireless Ready for Third Party Vendors
 - Provide Facilities to Mount City Owned Communication Equipment on the Top of the Tank.
 - Obstruction Light
 - Interior Light System
 - Exterior Light System
 - Electrical System
 - Chloramine Analyzer
- 3) Provisions for connecting to the City's existing monitoring and control system, including modifications to increase capacity from 1.5 to 3.0 million gallons in the HMI Software.
 - 4) Provisions for reestablishing grass on site.
 - 5) Provisions for site irrigation system.
 - 6) Provisions for concrete driveway to access tank truck door.
 - 7) Provisions for aluminum ornamental fence around the site.
 - 8) The limits of the property, contours on site, and piping is as shown on the records drawings provided by the City. Information from record drawings will be placed in the construction plans.
 - 9) The benchmark on site will be verified by field surveys.
 - 10) The high-water level (HWL) shall be elevation 699 feet.
 - 11) The coating system will not include red lead primer. Specifications will be prepared that will be in conformance with the Texas Commission on Environmental Quality (TCEQ) Regulations for containment systems.
 - 12) Provisions for erosion control devices to be erected along the property lines as needed.
 - 13) Preparation of FAA Notice of Proposed Construction form for City execution.
 - 14) Work with City to have existing communication facilities removed from existing structure.

II. Bidding Phase

- A. Upon completion of the design phase, Undersigned shall deliver to City original tracings of construction plans (11-inch x 17-inch), opinion of probable construction cost and special provisions.
- B. Assist the staff in advertising for bids. The project will be bid as one project.
- C. Attend City's Pre-Bid Conference at City facilities.
- D. Assist City during opening of bids.
- E. Obtain past work history from low bidder and formulate opinion from information received and provide the City a recommendation for award of construction contract.

III. Construction Phase

- A. Attend Pre-Construction Conference at City facilities.
- B. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to

submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Shop drawings will be transmitted in .PDF electronic format.

- C. Provide responses to requests for information or clarification to City or Contractor.
- D. Assist in preparation of routine change orders for this project as they pertain to the original scope of services.
- E. Accompany the City during their final inspection of the project.
- F. The design engineer will visit the site at appropriate intervals as construction proceeds to observe progress and formulate opinion as to quality of work as it relates to contract documents. These visits specifically exclude any responsibility by the Engineer for job safety or means and methods of construction.
- G. Prepare Record Drawings based on Contractor's mark-ups. Submit compact disk with design files in .PDF format. All construction plan sheets will be prepared utilizing AutoCAD 2013 or later. No specific computer aided drafting and design specifications will be utilized.
 - 1) Undersigned makes no warranty as to the compatibility of these files beyond the specified release of the above stated software.
 - 2) Because data stored on electronic media can deteriorate undetected or be modified, City agrees that the Undersigned will not be held liable for completeness or correctness of electronic media after an acceptance period of sixty (60) days after delivery of electronic files.
 - 3) It is understood that the electronic files are instruments of service. Where there is a conflict between the hard copy drawings and the electronic files, the hard copy files will govern in all cases.
 - 4) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter, modify or delete the files without consequence to the other party.

IV. Other Services

- A. Complete topographic surveys of the site, including tying in Electrical Transmission Towers, High School Parking Lot, and Josey Lane.
- B. Reproduction cost for printing of review documents. City will print all documents for bidding, contracting, and construction.
- C. Field and laboratory testing to determine heavy metal content of coating systems on existing steel ground storage reservoirs to be removed and lead content in surrounding soils.
- D. Provide Geotechnical Investigation, including two borings on-site, one copy of report will be provided to the City. Geotechnical report will be included in bidding documents. (Geotechnical Investigation to be completed by Henley-Johnston & Associates, Inc. of Dallas, Texas.)

- E. Provide Quality Control Testing for the City on the 3.0-MG Ground Storage Reservoir. Services to be provided by Henley-Johnston & Associates, Inc. of Dallas, Texas. Services will include:
- Pier Inspection / Foundation Inspection
 - Concrete Testing
 - Steel Inspection
 - Welding Inspections
 - Paint Inspection
- F. Complete subsurface search of existing utilities (SUE to be completed by Axis Construction).

V. Exclusions

Services specifically excluded from this scope include, but are not necessarily limited to the following:

- A. Providing an on-site representative.
- B. Environmental impact statements and assessments.
- C. Fees for permits or advertising.
- D. Certification that work is in accordance with plans and specifications.
- E. Environmental cleanup.
- F. Trench safety designs.
- G. Phasing of Contractors work.
- H. On-site safety precautions, programs and responsibility.
- I. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- J. Title searches, boundary surveys, or property surveys.
- K. Fiduciary Responsibilities to the City.

VI. City's Responsibility

- A. The City will provide information regarding objectives and requirements for the Project.
- B. The City will designate a single representative to act in its behalf, with respect to the project, who shall examine documents submitted by the Undersigned and, to the extent allowed by law, shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Undersigned's services.
- C. All of the City's plat, easement and construction plan files will be made available for use. City will provide copies at no cost.
- D. Access to all City manholes and clean-outs, access to all City right-of-way and easements. If manhole lids are bolted down the Engineer will contact the City's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
- E. City's on-site representative's construction reports on a weekly basis.
- F. Record drawings of the Josey Elevated Storage Tank and Geotechnical Report.

- G. City's 200-scale topography map in the vicinity of the project. Both hard copies and electronic format versions. Electronic format shall be in .DXF or .DWG format.
- H. Current standard construction details.
- I. City will print and distribute documents for permitting, bidding and construction.
- J. To have communication facilities removed from the Tank before removal of Tank.
- K. To have communication facilities from the Site (buildings, racks, etc.) removed prior to removal of Tank.

VII. Completion Schedule

Notice to Proceed	November 5, 2015
Submit Preliminary Plans to City	February 15, 2016
Receive Comments Back From City	February 29, 2016
Complete Final Plans	March 11, 2016
Advertise Project	April 2016
Open Bids	May 2016
Award Contract	June 2016
Notice to Proceed	July 2016
Final Inspection	December 2017?

END OF ATTACHMENT “A”

Attachment "B"

COMPENSATION

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, 2015, between City and Undersigned providing for professional services.

Opinion of Probable Construction Cost \$5,300,000.00 to \$5,800,000.00

2. UNDERSIGNED will accomplish the services outlined in the tasks presented in Exhibit "A" of the Agreement. Payment for engineering services described under Paragraphs I, II, and III shall be a lump sum amount of \$210,000.00. Breakdown of project is as follows:

		<u>Fee</u>	
Preliminary Plans	50%	.....	\$105,000
Final Plans	35%	.....	\$ 73,500
Bidding Phase	1%	.....	\$ 2,100
Construction Phase	14%	.....	<u>\$ 29,400</u>
			\$210,000

Other services, as provided in Paragraph IV, shall be on the basis of invoice cost times 1.15. Survey Crew shall be based on \$140.00 per hour, plus mileage at IRS limit.

Design Surveys	.....	\$4,800
Reproduction	.....	\$1,000
Heavy Metal Testing	.....	\$7,500
Geotechnical Investigation (Foundation)	.....	\$8,000
Quality Control Testing for the 3.0-MG Tank	.....	\$60,000
Subsurface Search (SUE)	.....	<u>\$6,000</u>
		\$87,300
Total Not To Exceed:		<u>\$297,300</u>

Other services will be invoiced based on actual cost plus 15% at the above not to exceed total amount.

3. The UNDERSIGNED's Fee shall provide compensation for all printing of review documents for the CITY, computations and all other work required for the preparation of documents of this Project.

4. UNDERSIGNED will invoice the CITY for the value of partially completed services, as outlined in Exhibit "A", according to the services accomplished each month on a percent complete basis for Phases I, II and III in the overall project, with Phases IV based on actual expenses as described above. Payments on account for basic services shall be made monthly within thirty (30) days of invoice. All invoices shall be submitted in a format provided by the City and shall be accompanied by a status report on all completed work.

All other services will be considered as supplementary services, performed at the request of the CITY and billed as defined below.

5. The undertaking of UNDERSIGNED to perform professional services under this Agreement extends only to those services specifically described herein. If, upon the request of the CITY, UNDERSIGNED agrees to perform supplementary services ("Supplementary Services"), the CITY shall pay UNDERSIGNED for the performance of such Supplementary Services an amount (in addition to all other amounts payable under this Agreement) equivalent to (i) the hours expended by personnel for additional services multiplied by the then current hourly rates, plus (ii) the reimbursable expenses ("Reimbursable Expenses") so incurred by UNDERSIGNED in providing such services, multiplied by a factor of 1.15. UNDERSIGNED agrees to submit a written opinion of probable costs for additional services. The CITY is only liable to pay for said services after agreeing in writing to pay the cost submitted in the opinion.

END OF ATTACHMENT "B"



City of Carrollton

Agenda Memo

File Number: 2316

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: *26.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Scott Hudson, Environmental Services Director

Consider An Ordinance Amending Title XI, Chapter 116, "Restaurants And Food Establishments," Of The Carrollton Code Of Ordinances By Establishing A New Subchapter To Be Entitled "Farmers Market Regulations," Title III, Chapter 31, "Comprehensive Fee Schedule," And Title III, Chapter 34, "Municipal Boards, Commissions and Advisory Committees."

BACKGROUND:

At the October 13, 2015 City Council worksession the City Council reviewed a regulatory strategy for farmers markets and directed staff to return with a proposed ordinance. This item presents an amendment to Title XI, Chapter 116, Restaurants and Food Establishments of the Code of Ordinances that would incorporate the direction given.

Farmers markets have been regulated under the City's special events ordinance, which limits the number of events that may be held at a given property each year. To have farmers markets on an ongoing and continuous basis in Carrollton a different regulatory approach is needed. Regulating these as food service operations is consistent with state codes and area cities' practices. More importantly, it addresses the most significant public concern relating to farmers markets: protecting health and safety.

Key provisions of this proposal include:

- defining a farmers market to provide for the types of goods that may be sold;
- establishing a minimum acreage for a farmers market on private property and allowing a farmers market on public property with the approval of the City Manager;
- providing a permitting mechanism for both farmers market operators and food vendors at farmers markets.

Among the remaining decision points is the appropriate fee structure for permits. Based on Council discussion, fee amounts have been left blank in the proposed ordinance.

IMPACT ON COMMUNITY SUSTAINABILITY:

Providing for public health and safety is a basic component of a sustainable community. As different businesses continue coming to Carrollton, an important consideration is ensuring that food sold to residents and visitors is sanitary and safe.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that the City Council establish the necessary permit fees and adopt the attached ordinance amending Title XI, Chapter 116, "Restaurants and Food Establishments", of the Code of Ordinances to regulate farmers markets.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY BY AMENDING TITLE XI, CHAPTER 116, RESTAURANTS AND FOOD ESTABLISHMENTS, BY ESTABLISHING NEW SECTIONS 116.80 – 116.88 TO BE ENTITLED FARMERS MARKETS REGULATIONS, ESTABLISHING THE PURPOSE AND SCOPE; ESTABLISHING REQUIREMENTS GOVERNING THE PERMITTING, OPERATIONS AND MAINTENANCE OF FARMERS MARKETS AND THE PERMITTING AND OPERATIONS OF FARMERS MARKET FOOD VENDORS; AMENDING TITLE III, CHAPTER 31, THE COMPREHENSIVE FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY REGARDING A FEE RELATED TO FARMERS MARKETS AND FARMERS MARKET FOOD VENDORS; AMENDING TITLE III, CHAPTER 34, MUNICIPAL BOARDS, COMMISSIONS AND ADVISORY COMMITTEES OF THE CODE OF ORDINANCES OF THE CITY REGARDING APPEALS TO THE PROPERTY STANDARDS BOARD; PROVIDING FOR A PENALTY UP TO \$2000 PER DAY; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

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

WHEREAS, Section 54.004 of the Texas Local Government Code provides that a home rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants;

WHEREAS, the City Council desires to enact an ordinance which regulates the permitting, operations and maintenance of farmers markets and farmers market food vendors;

WHEREAS, the City Council aims to promote farmers markets and farmers market food vendors to support the local economy, to encourage sustainable lifestyles and to create a vibrant community life within the city; and,

WHEREAS, the City Council finds that it is necessary and proper for the good government, health and safety of the City to adopt regulations relating to farmers markets and farmers market food vendors in order to prevent food-borne diseases, to reduce the risk of injury to its citizens, and to provide for a safe community experience by the public;

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

SECTION 1

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

SECTION 2

The Code of Ordinances of the City of Carrollton Title XI, Chapter 116, Restaurants and Food Establishments is hereby amended to add Sections 116.80 to 116.88, relative to regulations regarding farmers markets and farmers market food vendors, to read as follows:

“FARMERS MARKETS REGULATIONS

IN GENERAL

Sec. 116.80. – Purpose and Scope.

- (A) Subsections 116.80 to 116.88 shall be known as the City of Carrollton Farmers Market Regulations.
- (B) The purposes of the Farmers Market Regulations are to provide a clean, safe and healthful environment for the public while promoting Farmers Markets and Farmers Market food vendors to support the local economy, to encourage sustainable lifestyles and to create a vibrant community life within the city, through the regulation of the permitting, operations and maintenance of Farmers Markets and Farmers Market food vendors.
- (C) The Farmers Market Regulations establish the permitting standards and procedure for all Farmers Markets and Farmers Market food vendors; the operations and maintenance minimum requirements; and, penalties and remedies to achieve the public health and safety purpose of these sections.
- (D) All Farmers Markets and Farmers Market food vendors shall comply with the Texas Food Establishment Rules, as adopted by the City of Carrollton (“TFER”). Unless deleted, amended, expanded, or otherwise changed herein, all provisions of said rules shall be fully applicable and binding, except where the City of Carrollton Code of Ordinances provides specific provisions which shall prevail over general provisions of these rules.
- (E) The City of Carrollton establishes the following standards to further protect public health and to prevent food borne illnesses and injury; however, nothing in this chapter shall be construed to waive the City’s governmental immunity from suit or from liability.

Sec. 116.81 - Administration.

The City Manager or his designee shall administer, implement, and enforce the provisions of this chapter. Any powers granted to, or duties imposed upon the City Manager, or his designee, may be delegated by him to other City personnel or authorized representatives.

Sec. 116.82 – Reserved.

Sec. 116.83. General.

- (A) A Farmers Market operator permit holder and Farmers Market food vendor shall comply with the requirements of the Farmers Market Regulations, unless otherwise restricted by applicable state or federal law. Outdoor retail sale or promotion that is not part of an approved Farmers Market must adhere to Chapter 113, Peddlers and Solicitors of this Code.
- (B) The DCO shall implement, administer, and enforce the provisions of this ordinance.
- (C) The DCO has authority to issue a Farmers Market and Farmers Market food vendor permit when requirements of the Food Market Regulations and all other applicable laws, including ordinances, have been met.
- (D) The Farmers Market operator permit holder shall be responsible for the operation, conduct, and safety of a temporary open air Farmers Market for which a permit has been issued.

Sec. 116.84. Application

- (A) A person desiring to hold a Farmers Market shall apply for a Farmers Market operator permit by filing with the DCO a written application upon a form provided by the City for that purpose and accompanied by a non-refundable permit application fee. Each permit for a Farmers Market issued shall allow the Farmers Market to be operated at a single approved location that is in compliance with this ordinance.
- (B) An application must be fully completed by the person responsible for operating the Farmers Market (“Applicant”) and shall include the following information:
 - (1) The name, address, and telephone number of the applicant and of any other persons, assisting in the operation of the Farmers Market.
 - (2) Proof of identity of the person named in the application. If the person is a corporation or other legal entity, proof of identity of a principal agent of such entity.
 - (2) The street address(es) of the proposed location of the Farmers Market; the name, address, and telephone number of the property owner(s) or landlord(s).
 - (3) A description of the Farmers Market, and the proposed months, days, dates and hours of operation.
 - (4) Any other information the DCO determines necessary for the administration and enforcement of this chapter.
- (C) The application must be accompanied with a signed and dated letter from the property owner(s), landlord(s) or other authorized person(s) in control of the property signifying the use of the location, length of time of the use and other property conditions that may impact food safety, sanitation and security.

- (D) The DCO may demand proof that licenses, permits, and authorizations required by other city ordinances or applicable law have been obtained, and may also incorporate additional requirements into the permit before issuance including restrictions, regulations, safeguards, and other conditions prescribed in order to protect the health and safety of the Farmers Market participants, customers, visitors, or the community and to promote the safe and orderly conduct of a Farmers Market.
- (E) Upon submission of an application for a Farmers Market permit, and a determination by the DCO that all requirements for a permit have been met, , the DCO shall issue the Farmers Market permit unless denial is required herein. If the DCO determines there is no detriment to the public health and safety, and that it is in the interests of fulfilling the purposes of this chapter to approve a permit, the DCO may issue a permit approving a Farmers Market that excepts from the permit the portion of the application that would have otherwise required denial. A Farmers Market permit expires one (1) year from the issue date.

Sec. 116.85 Denial; Appeal; Revocation

- (A) The DCO shall deny or revoke a Farmers Market permit if:
 - (1) A Farmers Market permit has been granted to another Farmers Market that is located within one mile of the proposed market and has the same or overlapping operating dates and times as the proposed market;
 - (2) The DCO determines the proposed Farmers Market will unreasonably disrupt the orderly flow of traffic, and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
 - (3) An applicant fails to adequately provide for:
 - (a) the protection of the vendors and attendees at the Farmers Market;
 - (b) the maintenance of public order in and around the Farmers Market location;
 - (c) the maintenance of sanitary conditions on the premises;
 - (d) crowd security, taking into consideration the size of the market; or
 - (e) emergency vehicle access.
 - (4) The applicant, or the proposed Farmers Market, fails to comply with a city ordinance or other applicable law;
 - (5) The applicant makes a false statement on an application for a Farmers Market permit or fails to properly complete an application for a Farmers Market permit;

- (6) The applicant fails to provide proof that the applicant possesses or is able to obtain a license or permit required by another city ordinance or other applicable law for the conduct of all activities included as part of the Farmers Market;
 - (7) The applicant has had a Farmers Market permit revoked within the preceding twelve months;
 - (8) The applicant fails to pay any fees assessed under the Food Market Regulations or other applicable laws, including ordinances, for the proposed Farmers Market or for a past Farmers Market;
 - (9) The Fire Chief or the Police Chief or the DCO determines that the Farmers Market would pose a serious threat to the public health, safety, or welfare;
 - (10) The applicant or any other person responsible for the operation of the Farmers Market is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the applicant or such other responsible person;
 - (11) The applicant fails to acquire or maintain approval from the property owner to operate the Farmers Market on the property identified in the application; or
 - (12) The applicant fails to comply with any additional requirements or demands made during the application and permitting process by the DCO as provided for in this chapter.
- (B) Appeal. If the DCO denies the issuance or renewal of a permit or revokes a permit, the applicant or permit holder may appeal the decision of the DCO to the Property Standards Board by submitting a written request for an appeal hearing to the DCO within ten (10) business days after receipt of such denial or revocation. The decision of the Property Standards Board shall be final.

Sec. 116.86. Operation of a Farmers Market.

- (A) A Farmers Market may only be operated on weekend days of Saturday and Sunday and on Mondays that are a legal public holiday listed in 5 USCS 6103 (2015).
- (B) A Farmers Market may not be operated for more than three (3) consecutive days.
- (C) The Farmers Market may only be operated in accordance with the schedule approved by the DCO at the time of permit application. Amendment to the schedule may be approved by the DCO during the calendar year if the changes do not conflict with the schedule of another Farmers Market, and that otherwise meets the requirements of this ordinance. An amendment request must be received by the DCO at least ten (10) days before implementing any changes.
- (D) All litter, tents, stalls, food, merchandise, and other evidence of the Farmers Market must be removed from the premises at the end of each market day.

- (E) The Farmers Market operator permit holder shall be responsible for the operation and conduct of the Farmers Market and shall be present or may designate a person in charge who shall be present at the Farmers Market during the hours of operation.
- (F) Except as otherwise provided in the Food Market Regulations or other applicable law, including ordinances, products that may be sold at a Farmers Market include but are not limited to:
 - (1) produce including fruits, vegetables, honey, eggs, nuts, herbs, mushrooms, seeds, pasteurized dairy products;
 - (2) prepared foods requiring time or temperature controls for safety;
 - (3) concessions, including prepackaged food from a licensed facility; prepared foods not requiring time or temperature controls for safety;
 - (4) meat: frozen, prepackaged and inspected by USDA; or equal; and
 - (5) non-food items: arts, crafts, live plants and flowers.
- (G) The Farmers Market operation permit holder shall be responsible to ensure that the vendors comply with this section.
- (H) No animals may be sold, offered for sale or adoption, displayed, transferred, conveyed, exchanged or given away at any Farmers Market.
- (I) The Farmers Market operator permit holder shall maintain a list of all participating Farmers Market food vendors for each date a Farmers Market is conducted. The list shall be maintained for each Farmers Market date and for at least one hundred eighty (180) calendar days from the date of the end of the Farmers Market. This list shall be made available to any code enforcement officer of the City upon request at least forty-eight (48) hours prior to the Farmers Market until the end of the 180-day retention period and shall include, at a minimum:
 - (1) The name, address, and phone number of all vendors and other persons providing any service to or at the Farmers Market;
 - (2) The date(s) the vendor operated at the Farmers Market;
 - (3) A list of all items offered by all vendors for each date operated at the Farmers Market;
 - (4) A copy of any applicable permits held by any vendor; and
 - (5) The address or specific location of each food item's origin, including information on where the food items were grown, cultivated or otherwise obtained by the vendor.
- (J) All Farmers Market food and concession vendors shall comply with the following:

(1) Farmers Market food or concession vendors desiring to participate in a Farmers Market shall apply for a Farmers Market food vendor's permit by filing with the DCO a written application upon a form provided by the City for that purpose accompanied by a non-refundable permit fee. It is unlawful for any food or concession vendor to participate in a Farmers Market without first having a valid Farmers Market food vendor permit issued by the DCO. A Farmers Market food vendor's permit shall only be issued to persons that have raised, grown, made, crafted, processed, or produced the products or approved foods.

(2) Farmers Market food vendors who offer, sell, sample or distribute foods requiring time or temperature controls for safety shall have a person in charge who can show proof of successfully passing a Texas Department of State Health Services (TDSHS) recognized, certified food handler course.

(3) Farmers Market food vendors who offer, sell, or distribute only prepackaged foods not requiring time or temperature controls for safety and plants, nuts in the shell and whole, raw fruits and vegetables that are intended for hulling, peeling or washing by the consumer before consumption, are exempt from the certified food handler requirement.

(4) Farmers Market food vendors shall comply with the City of Carrollton Environmental Services Department Food Regulations, Texas Food Establishment Rules (TFER) and with all regulations specified in this chapter.

(5) All vendors operating as cottage food production operations, as that term is defined in the Texas Health and Safety Code shall comply with the Texas Health and Safety Code and with all other statutes and regulations applicable to such food production operations.

(6) Farmers Market food vendors that offer, sell, sample or distribute prepackaged foods shall possess a Texas Department of State Health Services manufactured foods license, if required, and ensure prepackaged foods are labeled according to the Texas Food Establishment Rules (TFER) requirements, except as provided in the Texas Health and Safety Code for cottage food production operations.

(7) Home preparation or storage of foods is not allowed, except as provided in the Texas Health and Safety Code for cottage food production operations..

(8) Farmers Market food vendors shall comply with the sign regulations applicable in the City.

(9) All Farmers Market concession vendors shall be compliant with food safety requirements including providing: equipment capable of furnishing adequate hot-holding and/or cold-holding; a three (3) compartment sink set-up; thermometers; handwashing set-up; sanitizing buckets and wiping cloths; proper wastewater disposal; food handler hair restraint; and gloves or utensils for food handling.

Sec. 116.87. Food.

(A) Preventing contamination.

(1) Food display. Except for plants, nuts in the shell and whole, raw fruits and vegetables that are intended for hulling, peeling or washing by the consumer before consumption, food on display shall be protected from contamination by use of packaging, counter, service line, or sneeze guards that comply with National Sanitation Foundation or equivalent, or by other means approved by the DCO.

(2) Approved source. Only food from an approved source as defined in the TFER or by statutes or regulations applicable to cottage food production operations, may be offered at a Farmers Market.

(3) Prohibited items. Fresh non-frozen fish, foraged foods, game animals, gleaned foods, and non-pasteurized dairy items may not be sold, offered for sale, sampled, displayed, served or consumed at a Farmers Market.

(4) Temperature requirements. Food temperatures must be in compliance with the Food Market Regulations. Equipment used to hold foods shall maintain required temperatures for the duration of the hours of operation of the Farmers Market, including preparation.

(a) Frozen meats, poultry, and seafood shall be maintained at or below zero degrees (0°) Fahrenheit for the duration of the market, including transportation to the market.

(b) Eggs, prepared foods requiring time or temperature controls for safety, and refrigerated dairy items shall be maintained at or below forty-one degrees (41°) Fahrenheit, or at or above one hundred forty degrees (140°) Fahrenheit for the duration of the Farmers Market, including transportation to the market.

(5) Sampling. Sampling is allowed in compliance with the following standards:

(a) Sampled food shall be offered to the consumer in individual servings and shall not be offered on a self-service basis. Samples shall be prepared beforehand. There shall be no cutting or slicing onsite. Samples shall be adequately protected from contamination as required by subsection (1) of this section, or as approved by the DCO.

(b) Only single-service articles may be given to the consumer for use.

(c) Foods requiring time or temperature controls for safety offered for sampling shall follow proper time and temperature controls as outlined in TFER.

(d) At least one (1) thermometer accurate to +/- two degrees (2°) Fahrenheit shall be on-site for each piece of equipment used to hold proper temperatures.

(B) Functionality of equipment.

(1) Equipment used to keep foods frozen or refrigerated shall comply with TFER and be able to maintain required temperatures for the duration of operations.

(2) Tables used within the vending area shall be made of non-porous material and be easily cleanable.

(3) Utensils used for sampling shall be made of non-porous material and shall be disposable unless a different material or utensil is approved in writing by the DCO.

(C) Equipment, numbers and capacities.

(1) Hand wash facilities shall be provided for each Farmers Market food vendor. A portable hand sink or other facilities or methods as approved by the DCO may be used if it satisfies the listed requirements.

(2) Where a hand wash facility is required, a waste tank with a larger capacity than the potable source water tank shall be provided.

(3) Trash receptacles shall be available to each Farmers Market food vendor. Trash shall be disposed of daily at the designated location as provided by the market operator or offsite as needed to prevent pests.

(D) Physical facilities.

(1) All vendors shall be located on a concrete, asphalt, or other approved surface providing adequate drainage.

(2) Food vending areas shall be covered, except for those vendors selling plants, nuts in the shell and whole, raw fruits and vegetables that are intended for hulling, peeling or washing by the consumer before consumption.

AUTHORITY OF ENFORCEMENT

Sec. 116.88. - Penalty.

It shall be unlawful for any person to violate any provision of this chapter, and any such violation shall be deemed to be a misdemeanor and, upon conviction of such violation, such person shall be punished by a penalty as set forth in section 10.99 for each offense. Each and every day any such violation continues shall be deemed to constitute a separate offense.”

SECTION 3.

The following definitions shall be added to Section 116.01 – Definitions:

“Approved. Acceptable to the City based on a determination as to conformance with appropriate standards and/or good public health practices.

Farmers Market. An outdoor market place on private property of at least ten (10) acres or on public property as approved by the DCO where produce, food, or other products are distributed, offered for sale, or sold directly to consumers by the persons that have raised, grown, made, crafted, processed, or produced the products or approved foods. A Farmers Market does not include a flea market or other gatherings or markets offering merchandise, personal effects, tools, or outdoor retail sale or promotion.

Farmers Market concession vendor. Any person who prepares, operates, offers, serves, or sells unpackaged, ready to eat, foods requiring time or temperature control for safety intended to be consumed on site at time of purchase.

Farmers Market permit. The written approval from the DCO to hold a Farmers Market at a specific location. Such permit is non-transferable.

Farmers Market operator permit holder. A person who has applied for a Farmers Market operator permit and has been issued a Farmers Market operator permit by the DCO. Such permit is non-transferable.

Farmers Market food vendor. Any person who operates, offers, or sells approved food items at a Farmers Market. Foods included are whole produce including fruits and vegetables, plants, nuts, approved meats, honey, eggs, pasteurized dairy, honey, foods not requiring time or temperature control for safety, prepared packaged foods and other approved foods.

Farmers Market food vendor permit. The written approval from the DCO for a person to participate as a food or concession vendor in a Farmers Market. Such permit is non-transferable.

Person. Any individual, firm, partnership, association, corporation, company, governmental agency, club, or organization of any kind.

Premises Tract(s) of land including the grounds and any permanent or temporary buildings, structures, or other appurtenances.”

SECTION 4.

Section 31.01, Establishment of Fees for City Services, of Chapter 31, Comprehensive Fee Schedule, of Title III, Administration, of the Carrollton Code of Ordinances is amended to add subsection (D)(4) and shall read as follows:

“(4) Farmers Markets:

Health permit for Farmers Market operator permit	\$_____ per year
Health permit for Farmers Market food vendor	\$_____ per year
Health permit for Farmers Market concession vendor	\$_____ per year”

SECTION 5.

Section 34.040, Creation, composition, powers and duties, Property Standards Board, of Chapter 34, Municipal Boards, Commissions and Advisory Committees, of Title III, Administration, of the Carrollton Code of Ordinances is amended to add subsection (C)(8) and shall read as follows:

“(8) The Board shall conduct the hearings on appeals provided in Chapter 116, Section 116.85, Farmers Market Regulations, of this code.”

SECTION 6.

If any section, subsection, sentence, paragraph, clause, phrase, or provision in this Ordinance or application thereof to any person or circumstance, shall be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. 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.

Except as herein amended, Chapter 116 Restaurants And Food Establishments, Chapter 31, Comprehensive Fee Schedule, and Chapter 34, Municipal Boards, Commissions and Advisory Committees, of the Carrollton Code of Ordinances, as amended, shall remain in full force and effect. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance and such ordinances shall remain intact and are hereby ratified, verified, and affirmed.

SECTION 8.

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas, this 3rd day of November, 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:

Scott Hudson
Environmental Services Director



City of Carrollton

Agenda Memo

File Number: 2324

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: *27.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager

Consider An **Ordinance Amending The Operating And Capital Budget For The Fiscal Year October 1, 2015 Through September 30, 2016.**

BACKGROUND:

The City Council approved the Operating and Capital Budget for Fiscal Year 2016 on September 15, 2015 and amended it on October 13, 2015 to provide funding for athletic field light pole replacements.

Additionally on October 13, 2015, the City Council approved a contract with Eagle/Arcis Golf for maintenance and management of the Indian Creek Golf Club (ICGC) based on planned reopening of the Lakes Course for play.

The original Fiscal Year 2016 Operating and Capital Budget assumed the ICGC would not reopen during the year and did not include any capital funds for the course. The reopening of the Lakes Course is estimated to cost between \$500,000 and \$700,000. The additional net cost for operating the course during Fiscal Year 2016 over the original budget is \$374,665.

Based on financial projections for the re-opening of the Lakes Course during Fiscal Year 2016, a budget amendment is needed.

The attached updated fund summaries show the impact of the needed budget amendment and the amendment adopted on October 13, 2015.

FINANCIAL IMPLICATIONS:

Amend the Fiscal Year 2016 Operating and Capital Budget as follows:

- (1) In the General Fund, in non-recurring uses of funds increase the transfer to the Golf Course Operating Fund by \$374,665 and decrease the transfer Capital Projects Funds by \$374,665.

- (2) In the Golf Operating Fund, increase recurring sources funds by \$682,460 for projected greens fees from reopening of the Lakes Course, increase recurring uses of funds by \$1,057,125 for projected additional contractor fees and utilities, and increase non-recurring sources of funds by \$374,665 for the additional subsidy needed from the General Fund.
- (3) In the General and Public Safety Capital Budget, decrease the FY 16 projected resources from the transfer from the General Fund and budgeted expenditures in the project for Strategic Community Reinvestment by \$1,074,665.
- (4) In the Golf Course Capital Budget, increase the FY 16 projected resources for a transfer from the General Fund and budgeted expenditures for a new project for the Lakes Course repairs by \$700,000.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff desires the City Council to pass the attached ordinance authorizing an amendment to the Fiscal Year 2015 Operating and Capital Budget.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AMENDING ORDINANCE NUMBER 3705, BEING THE OPERATING AND CAPITAL BUDGET FOR THE CITY OF CARROLLTON, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016, FOR THE PURPOSE OF PROVIDING APPROPRIATIONS FOR THE REOPENING OF LAKES GOLF COURSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council passed and approved Ordinance number 3705 dated September 15, 2015, adopting and approving an operating and capital budget for the City of Carrollton, Texas, and authorizing appropriations for the fiscal year October 1, 2015 through September 30, 2016, and providing an effective date; and

WHEREAS, a grave public necessity exists and such expenditures to meet unusual and unforeseen conditions, which could not, by reasonable diligent thought and attention, have been included in the original budget;

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

SECTION 1

The City Council hereby adopts and approves an amendment to Ordinance No. 3705, being the Operating and Capital Budget for the City of Carrollton, Texas, for the fiscal year beginning October 1, 2015 through September 30, 2016, making the following changes:

- (1) In the General Fund, in the non-recurring uses of funds, increase the transfer to the Golf Course Operating Fund by \$374,665 and decrease the transfer Capital Projects Funds by \$374,665;
- (2) In the Golf Operating Fund, increase recurring sources funds by \$682,460 for projected greens fees from reopening of the Lakes Course, increase recurring uses of funds by \$1,057,125 for projected additional contractor fees and utilities, and increase non-recurring sources of funds by \$374,665 for the additional subsidy needed from the General Fund.
- (3) In the General and Public Safety Capital Budget, decrease the FY 16 projected resources from the transfer from the General Fund and budgeted expenditures in the project for Strategic Community Reinvestment by \$1,074,665.
- (4) In the Golf Course Capital Budget, increase the FY 16 projected resources for a transfer from the General Fund and budgeted expenditures for a new project for the Lakes Course repairs by \$700,000.

SECTION 2

This Ordinance shall become effective on and after its adoption.

PASSED AND APPROVED THIS 3rd DAY OF NOVEMBER, 2015

City of Carrollton, Texas

By: _____
Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney

APPROVED AS TO CONTENT:

Bob Scott, Assistant City Manager

GENERAL FUND

	ACTUAL FY 2013-14	BUDGET FY 2014-15	ESTIMATE FY 2014-15	ORIGINAL BUDGET FY 2015-16	AMENDED BUDGET FY 2015-16
Beginning Fund Balance	\$ 16,460,217	\$ 14,586,768	\$ 17,653,594	\$ 14,999,670	\$ 14,999,670
Recurring Sources of Funds					
Taxes	57,722,681	59,629,438	59,962,809	62,523,061	62,523,061
Franchise Fees	11,243,691	10,589,432	11,318,279	11,345,046	11,345,046
Licenses and Permits	2,816,818	2,721,293	2,938,044	2,937,969	2,937,969
Charges for Services	5,301,811	5,164,587	4,832,542	4,950,462	4,950,462
Fines and Forfeitures	6,931,802	6,688,191	6,561,515	6,234,450	6,234,450
Investment Income	217,713	162,000	235,000	246,750	246,750
Miscellaneous	454,384	462,870	495,900	495,900	495,900
Utility Operating Fund - Payment in Lieu of Taxes	2,464,810	2,489,458	2,489,458	2,514,353	2,514,353
Solid Waste Fund Support	828,900	828,900	828,900	-	-
Total Recurring Sources of Funds	<u>87,982,610</u>	<u>88,736,169</u>	<u>89,662,447</u>	<u>91,247,991</u>	<u>91,247,991</u>
Recurring Uses of Funds					
Personnel Services	53,442,941	56,809,231	54,765,091	57,190,162	57,190,162
Supplies and Services	8,734,303	10,353,305	10,217,151	12,327,028	12,327,028
Utilities	2,220,637	2,536,516	2,367,731	2,382,566	2,382,566
Allocations*	14,685,155	17,084,581	16,195,699	17,318,226	17,318,226
Capital Outlay	368,172	477,536	784,824	555,009	555,009
Utility Rate Review	25,000	25,000	25,000	25,000	25,000
Essential Technology Replacement Funds	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000
Prior Year's Cancelled Expenditures	(7,974)	-	(14,118)	-	-
Total Recurring Uses of Funds	<u>80,918,234</u>	<u>88,736,169</u>	<u>85,791,378</u>	<u>91,247,991</u>	<u>91,247,991</u>
Net Recurring Funds	7,064,376	-	3,871,069	-	-
Non-recurring "One-time" Sources of Funds					
Sales Tax	3,962,339	3,833,221	6,770,033	6,905,434	6,905,434
Solid Waste Franchise Fee - audit	425,042	-	-	-	-
Repayment from Golf Fund for debt early retirement	305,723	407,630	407,630	407,630	407,630
Total Non-recurring "One-time" Sources of Funds	<u>4,693,104</u>	<u>4,240,851</u>	<u>7,177,663</u>	<u>7,313,064</u>	<u>7,313,064</u>
Non-recurring "One-time" Uses of Funds					
Hotel Motel Tax Fund Subsidy	-	188,570	135,257	213,325	213,325
Miscellaneous non-recurring items	420,625	303,680	-	-	-
Golf Course Debt early retirement	1,440,000	-	-	-	-
Golf Course Subsidy	-	-	28,150	1,249,984	1,624,649
Transfer to the Fleet Replacement Fund	-	500,000	500,000	-	-
Facility Maintenance Fund	914,553	583,134	583,134	950,000	950,000
ECG Monitor/Defibrillator Replacements	-	-	-	275,500	275,500
Police overtime - Bicycle unit	-	-	-	242,278	242,278
Fire overtime - On-demand Medic	-	-	-	128,742	128,742
Metrocrest flooding costs reimbursement	-	-	76,000	-	-
Parks Strategic Amenity Fund	300,000	125,000	125,000	125,000	125,000
Other Capital Projects Funds	7,488,925	2,540,467	12,255,115	4,128,235	3,753,570
Total Non-recurring "One-time" Uses of Funds	<u>10,564,103</u>	<u>4,240,851</u>	<u>13,702,656</u>	<u>7,313,064</u>	<u>7,313,064</u>
Net Non-recurring "One-time" Funds	(5,870,999)	-	(6,524,993)	-	-
The Bottom Line - Net Recurring and Non-recurring Funds	1,193,377	-	(2,653,924)	-	-
Additional recurring sources or reductions in recurring uses needed to maintain Target Fund Balance	-	-	-	-	-
Ending Fund Balance	<u>\$ 17,653,594</u>	<u>\$ 14,586,768</u>	<u>\$ 14,999,670</u>	<u>\$ 14,999,670</u>	<u>\$ 14,999,670</u>
Days of Recurring Uses of Funds	80	60	64	60	60

* Allocations include Overhead Allocations from Administrative Services and Risk Management Funds and Public Works Administration Division, Fleet Replacement Allocations, and Contingencies.

GOLF COURSE OPERATING FUND

	ACTUAL FY 2013-14	BUDGET FY 2014-15	ESTIMATE FY 2014-15	ORIGINAL BUDGET FY 2015-16	AMENDED BUDGET FY 2015-16
Beginning Fund Balance	\$ 238,948	\$ 187,446	\$ 240,534	\$ -	\$ -
Recurring Sources of Funds					
Fleet Rental	107,459	117,480	72,775	-	-
Contractor Revenue Allocation	991,578	979,200	483,604	-	682,460
Investment Income	1,172	1,000	460	-	-
Total Recurring Sources of Funds	<u>1,100,209</u>	<u>1,097,680</u>	<u>556,839</u>	<u>-</u>	<u>682,460</u>
Recurring Uses of Funds					
Supplies and Services	19,063	45,000	130,000	412,000	1,442,425
Utilities	-	-	50,000	85,800	112,500
Allocations	424,257	449,587	403,712	344,554	344,554
Capital Outlay	12,198	7,500	-	-	-
Debt Service	332,473	407,630	407,630	407,630	407,630
Total Recurring Uses of Funds	<u>787,991</u>	<u>909,717</u>	<u>991,342</u>	<u>1,249,984</u>	<u>2,307,109</u>
Net Recurring Funds	312,218	187,963	(434,503)	(1,249,984)	(1,624,649)
Non-recurring "One-time"					
Sources of Funds					
Transfer from Golf Fleet					
Replacement Fund	-	-	435,819	-	-
Subsidy from the General Fund	-	-	28,150	1,249,984	1,624,649
Total Non-recurring "One-time"	<u>-</u>	<u>-</u>	<u>463,969</u>	<u>1,249,984</u>	<u>1,624,649</u>
Sources of Funds	<u>-</u>	<u>-</u>	<u>463,969</u>	<u>1,249,984</u>	<u>1,624,649</u>
Non-recurring "One-time"					
Uses of Funds					
EAGLE Contract Buy-Out	-	-	270,000	-	-
Capital Projects	310,632	171,594	-	-	-
Total Non-recurring "One-time"	<u>310,632</u>	<u>171,594</u>	<u>270,000</u>	<u>-</u>	<u>-</u>
Uses of Funds	<u>310,632</u>	<u>171,594</u>	<u>270,000</u>	<u>-</u>	<u>-</u>
Net Non-recurring Funds	(310,632)	(171,594)	193,969	1,249,984	1,624,649
The Bottom Line - Net Recurring and Non-recurring Funds	1,586	16,369	(240,534)	-	-
Ending Fund Balance	<u>\$ 240,534</u>	<u>\$ 203,815</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CAPITAL IMPROVEMENTS PROGRAM
GENERAL AND PUBLIC SAFETY CAPITAL BUDGET
FISCAL YEAR 2016**

	ORIGINAL	AMENDED
Resources:		
<u>Current FY 15 Resources as of 5/31/15 -</u>		
Cash	\$ 30,006,664	\$ 30,006,664
Misc. Receivable and Prepaid Asset	1,063,144	1,063,144
Accrued Interest Earnings	28,141	28,141
Liabilities	(120,095)	(120,095)
Pending Transfers	13,025,594	13,025,594
Pending Rent Transit Oriented Development	40,466	40,466
Pending Court Technology Revenue	56,000	56,000
Pending Cable Franchise Fees	15,000	15,000
Pending Interest Income	40,000	40,000
Pending Grant Funds	1,530,616	1,530,616
Remaining unspent budget amount for projects in process	(34,622,660)	(34,622,660)
Net unobligated balances and contingencies	<u>11,062,870</u>	<u>11,062,870</u>
 <u>Projected FY16 Resources:</u>		
Interest Income	120,000	120,000
2016 GO Bonds	7,900,000	7,900,000
Court Technology Fee	168,000	168,000
Rent Income - Transit Oriented Development (TOD)	134,442	134,442
Cable Franchise Fees	365,000	365,000
Grant Funds	130,000	130,000
Land Sale	1,880,000	1,880,000
Transfer from General and Administrative Services Funds	5,094,899	3,558,066
Total Future Resources	<u>15,792,341</u>	<u>14,255,508</u>
 Funds available to be committed	 <u>26,855,211</u>	 <u>25,318,378</u>
 Additional Projects:		
Bond Program - 2016		
Police Station	7,000,000	7,000,000
Fire Burn Center	500,000	500,000
Retail Redevelopment and Rehabilitation	400,000	400,000
Transit Oriented Development	361,278	361,278
Cable Franchise Projects	380,000	380,000
Court Technology Projects	178,893	178,893
Homeland Security Grant	130,000	130,000
Restaurant Finish Out	380,000	380,000
Crosby Road Development	1,500,000	1,500,000
Flood Damage Repairs	2,000,000	2,000,000
Retail Rehabilitation Grant Program	250,000	250,000
Corridor Beautification	100,000	100,000
TASER replacements	75,000	75,000
Police Station	2,000,000	2,000,000
SCBA refill station	38,000	38,000
SCBA equipment Replacement	338,587	338,587
ECG monitors/defibrillators replacements	275,500	275,500
Central Service Center improvements	380,000	380,000
Building Inspection front counter remodel	45,000	45,000
Josey/Belt Line Property Rehabilitation Incentive Program	50,000	50,000
Resolution Center space remodel	159,316	159,316
Facility Special Projects	950,000	950,000
Fleet equipment replacement and fuel island upgrade	104,500	104,500
Technology Replacements	1,600,000	1,600,000
Snow Plow	35,000	35,000
Body Worn Video Cameras	135,000	135,000
Strategic Community Reinvestment	6,523,994	4,987,161
Contingencies - represents 1.59% of remaining budgeted funds for active projects at 5/31/15 and new projects	965,143	965,143
Total Additional Projects	<u>26,855,211</u>	<u>25,318,378</u>
 PROJECTED REMAINING UNOBLIGATED FUND BALANCE	 <u>\$ -</u>	 <u>\$ -</u>

**CAPITAL IMPROVEMENTS PROGRAM
GOLF COURSE CAPITAL BUDGET
FISCAL YEAR 2016**

	ORIGINAL	AMENDED
Resources:		
<u>Current FY 15 Resources as of 5/31/15 -</u>		
Cash	\$ 101,404	\$ 101,404
Accrued Interest Earnings	127	127
Pending Transfers	-	-
Remaining unspent budget amount for projects in process	(272,651)	(272,651)
Net unobligated balances and contingencies	<u>(171,120)</u>	<u>(171,120)</u>
 <u>Projected FY16 Resources:</u>		
Transfer from General Fund	-	-
Transfer from Golf Operating Fund	-	700,000
Total Future Resources	<u>-</u>	<u>700,000</u>
 Total Resources	 <u>(171,120)</u>	 <u>528,880</u>
 Additional Golf Course Projects:		
Golf Course Equipment & Improvements	(171,120)	(171,120)
Lakes Course Repair		700,000
Contingencies - represents 0.00% of remaining budgeted funds for active projects at 5/31/15 and new projects	-	-
Total Additional Projects	<u>(171,120)</u>	<u>528,880</u>
 PROJECTED REMAINING UNOBLIGATED FUND BALANCE	 <u><u>\$ -</u></u>	 <u><u>\$ -</u></u>



City of Carrollton

Agenda Memo

File Number: 2279

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *28.

CC MEETING: November 3, 2015

DATE: October 20, 2015

TO: Leonard Martin, City Manager

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

Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation To Provide Funding To Implement Citywide Signal System Upgrades In An Amount Not To Exceed \$185,500.30.

BACKGROUND:

This agenda item is to enter into a Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for citywide signal system upgrades. This Congestion Mitigation and Air Quality Program Project is intended to provide funding for systemwide hardware and software upgrades to Carrollton's traffic signal system. This system allows the coordination of traffic signals throughout the city and allows Carrollton Traffic Operations staff to monitor and adjust traffic signal controllers from the City's South Service Center. The current system was put into operation in 2006. The upgrade of the traffic management system is necessary to maintain current levels of service and maintain the coordination of traffic signals throughout the city.

FINANCIAL IMPLICATIONS:

The total cost for this project is \$1,208,133.00. The City of Carrollton is committed to a local contribution of about 15%, or \$185,500.30 for this project. The City's contribution will come from general obligation bond funds. The TxDOT grant will be in the amount of \$1,022,632.70.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council authorize the City Manager to enter into a Local Project Advanced Funding Agreement with TxDOT to implement signal system upgrades throughout Carrollton. The City of Carrollton will provide local matching funds in an amount not to exceed \$185,500.30.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN LOCAL PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING TO IMPLEMENT CITY WIDE SIGNAL SYSTEM UPGRADES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) is partnering with the City of Carrollton, and in the process providing significant funding, to upgrade signal system hardware and software; and

WHEREAS, the goal of the Signal System Upgrade is to improve the system's reliability and efficiency to reduce delays and number of stops at traffic signals throughout the City, thus reducing vehicle emissions and resulting air pollution.

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

SECTION 1:

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

SECTION 2:

The City Council of the City of Carrollton hereby authorizes the City Manager or designee to execute a Local Project Advance Funding Agreement with TxDOT, in a form to be approved by the City Attorney, for signal system upgrades for which the City of Carrollton will provide local matching funds in an amount not to exceed \$185,500.30.

SECTION 3:

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

SECTION 4:

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

PASSED AND APPROVED this 3rd day of November, 2015.

City of Carrollton, Texas

By: _____
Matthew Marchant, Mayor

ATTEST:

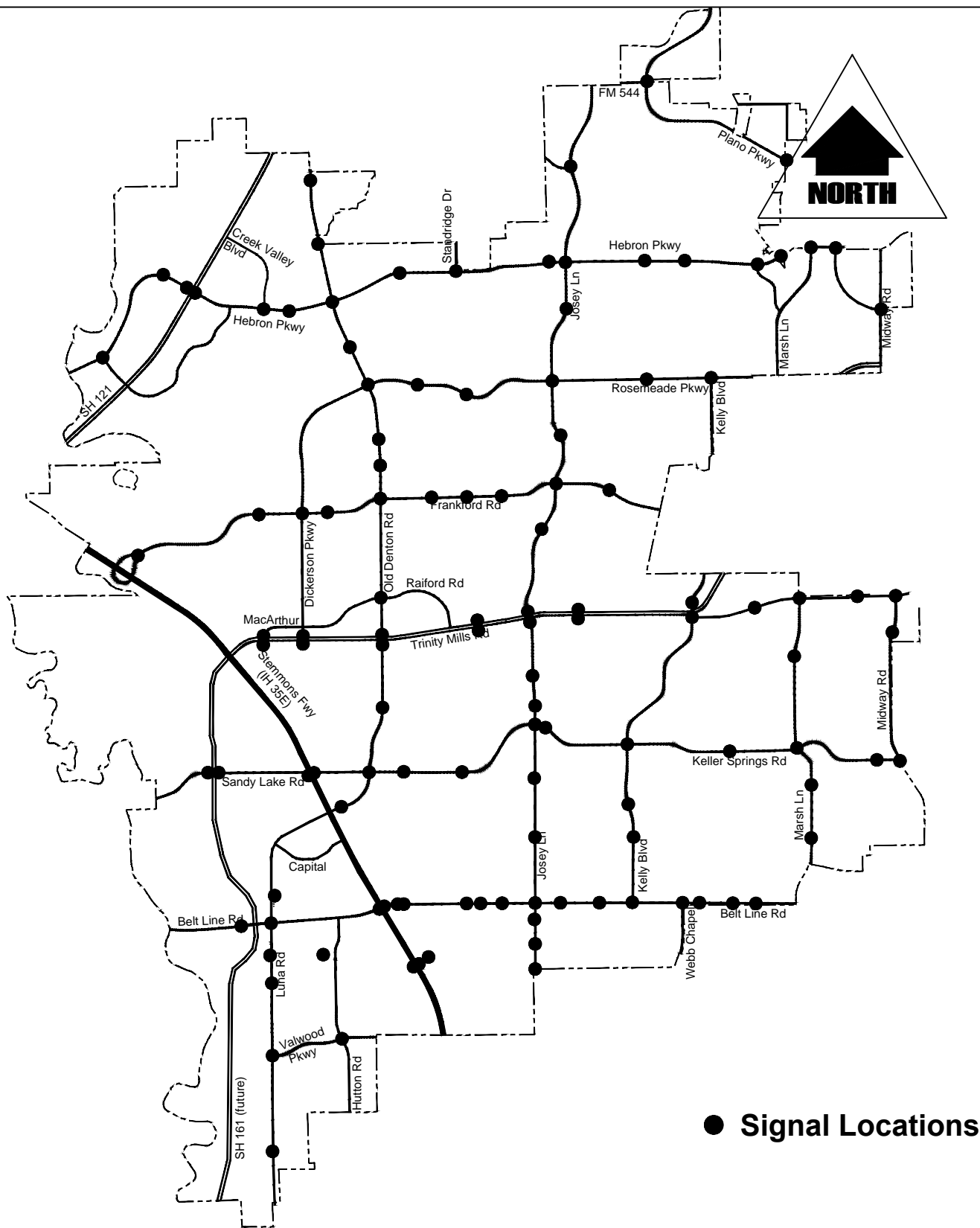
Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

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





City of Carrollton

Agenda Memo

File Number: 2287

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *29.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing A Member To The Metrocrest Hospital Authority.**

BACKGROUND:

The purpose of this item is to allow the City Council an opportunity to appoint a member to the Metrocrest Hospital Authority.

The City of Carrollton appointed Craig Greenway to serve on the board of the Metrocrest Hospital Authority in Place 5. Mr. Greenway currently serves as Chairman of the Board and on the Finance Committee. His term ends in December 2015, and he has expressed his desire to continue to serve.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the attached resolution, which would reappoint Craig Greenway to a two-year term expiring in December 2017.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS,
APPOINTING CRAIG GREENWAY TO SERVE ON THE METROCREST HOSPITAL
AUTHORITY BOARD; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1

The following individual is appointed to serve on the Metrocrest Hospital Authority Board of Directors at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Craig Greenway Place 5 December 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2292

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *30.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Capital Improvements Plan Advisory Committee.**

BACKGROUND:

The terms of three seats on the Capital Improvement Plan Advisory Committee expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

At-Large, John Powell	October 31, 2017
At-Large, Antonia Okafor	October 31, 2017
Place 1, Trent Teague	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2293

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *31.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Historic Preservation Advisory Committee.**

BACKGROUND:

The terms of five seats on the Historic Preservation Advisory Committee expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

Jennifer Crippen	October 31, 2017
Elida Munoz	October 31, 2017
Dennis Raso	October 31, 2017
John Roppolo	October 31, 2017
Doug Wedemeyer	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2294

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *32.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Library Board.**

BACKGROUND:

The terms of four seats on the Library Board expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

Gretchen Biery	October 31, 2017
Darrell Curtis Claypool	October 31, 2017
Amber Lasseigne	October 31, 2017
Candace Morgan	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2295

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *33.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Museum Board.**

BACKGROUND:

The terms of six seats on the Museum Board expired on October 31, 2015. There is also one vacant position on the board. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

Linda Mayberry	October 31, 2016
Judy Scamardo	October 31, 2016
Lark Tribble	October 31, 2016
George Barnes	October 31, 2017
Rachel Lewis	October 31, 2017
Lisa Stavinoha	October 31, 2017
Thomas Williams	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2296

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *34.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Neighborhood Advisory Commission.**

BACKGROUND:

The terms of six seats on the Neighborhood Advisory Commission expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

BJ Cadwalader	October 31, 2017
Lora Cormier	October 31, 2017
Frances Cruz	October 31, 2017
Joe Marquez	October 31, 2017
Jeff Scott Van Matre	October 31, 2017
Pam Mulligan	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2297

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *35.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Planning & Zoning Commission.**

BACKGROUND:

The terms of five seats on the Planning & Zoning Commission expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

Mel Chadwick	October 31, 2017
Kimberly Daniel-Nix	October 31, 2017
Garry Kraus	October 31, 2017
Tony Romo II	October 31, 2017
Sunil Sundaran	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2298

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *36.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Property Standards Board.**

BACKGROUND:

The terms of five seats on the Property Standards Board expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

Dick Calvert	October 31, 2017
Scott Carstens	October 31, 2017
Stephanie Doss	October 31, 2017
Andy Folmer	October 31, 2017
Jim Pipkin	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2299

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *37.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Traffic Advisory Committee.**

BACKGROUND:

The terms of three seats on the Traffic Advisory Committee expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

Robin Chavez	October 31, 2017
Sam Courtney	October 31, 2017
Joel Dewey	October 31, 2017

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2300

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *38.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing A Member To The Tax Increment Reinvestment Zone #1 Board.**

BACKGROUND:

There is one vacant position on the Tax Increment Reinvestment Zone #1 Board. Council discussed the new appointments and reappointments for this seat in a worksession on October 13, 2015.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing a member to this board.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS,
APPOINTING MEMBERS TO SERVE ON THE TAX INCREMENT REINVESTMENT
ZONE #1 BOARD; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1

The following are appointed to serve on the Tax Increment Reinvestment Zone #1 Board at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Maggie Vera

December 31, 2016

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney



City of Carrollton

Agenda Memo

File Number: 2301

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *39.

CC MEETING: November 3, 2015

DATE: October 21, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Appointing Members To The Parks Board.**

BACKGROUND:

The terms of four seats on the Parks Board expired on October 31, 2015. Council discussed the new appointments and reappointments for these seats in a worksession on October 13, 2015.

On October 20, 2015, Reed Bales informed the Parks staff that he has moved to Keller. As such, this has created a new vacancy on the Parks Board. The remaining applications for the Parks Board have been attached to this item for reference.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests this resolution be passed appointing members to this board.

RESOLUTION NO. _____

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

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

SECTION 1

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

Suzanna Dooling	October 31, 2017
Dave Hermon	October 31, 2017
Maytelin Herrera-Batista	October 31, 2017
Gerry Lalima	October 31, 2017
_____	October 31, 2016

SECTION 2

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas
this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

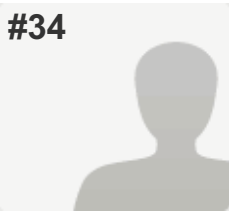
APPROVED AS TO FORM:

Krystle F. Nelinson, City Secretary

Meredith A. Ladd, City Attorney

Name:	1st Choice:	2nd Choice:	3rd Choice:
Brian Feeley	PSB	P&Z	Parks
Carrie Solley	Museum	Parks	Museum
Gerald Blase	Parks		
Jackie Pendleton	NAC	Parks	Library
Rebeca Masdon	Parks	Library	Museum
Richard Kilgore	CSC	CIPAC	Parks
Russell Tether	Parks	NAC	P&Z
Sean Rae	Parks	Museum	HPAC
Stephanie Tovar	NAC	Museum	Parks
Stephanie Valadez	NAC	PSB	Parks
Stuart C Peterson	PSB	P&Z	Parks
Willadean Martin	Library	Parks	NAC

#34



COMPLETE

Collector: Web Link (Web Link)
Started: Friday, August 14, 2015 11:11:41 AM
Last Modified: Friday, August 14, 2015 1:19:00 PM
Time Spent: 02:07:19
IP Address: 70.119.137.81

PAGE 3: Application

Q1: Candidate Information

Name:	Brian Feeley
Street Address:	2305 Versailles Dr
City, State & Zip:	Carrollton, TX 75007
Phone Number (Day & Night):	9496971839
Years Lived in Carrollton:	6.5 (including 3.4 years at 18208 Kelly Blvd Dallas, in CFBISD on city line)
Email Address:	mfrealty@yahoo.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Property Standards Board
2nd Choice:	Planning & Zoning Commission
3rd Choice:	Parks & Recreation Board

Q3: If one of your choices is Museum Board, which term length would you prefer?

No preference

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

N/A

Q5: Are you currently holding any public office or appointment? If so, what?

N/A

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

1. Active local real estate investor. Through two LLCs, of which I own 1/3 and 1/2 of respectively, and through personal holdings, I currently own (and manage) over 50 properties, with over 90% being in the DFW area. I buy homes in need of repairs, and fix them up to be rented out, or to be resold, with an emphasis in Carrollton and The Colony. Approximately 50% of the properties are in Carrollton or The Colony. In fact, I am in the process of building a house right now, in my own neighborhood, where the previous house burned down and I am in the process of fixing up two distressed properties in Carrollton, that will be resold. These actions positively affect the City, by improving the quality of the housing stock, beautifying neighborhoods, and increasing property tax revenues. However, I will point out that one could argue that it would be a conflict of interest for me to be on the Property Standards Board or Planning and Zoning Commission, due to my Carrollton real estate activities and holdings. If there was ever an issue involving one of my properties or companies, I would gladly voluntarily abstain from the vote, reducing any possible conflict of interest.
 2. Active Carrollton resident. I am a member of Rosemeade Recreational Center, and I have a summer pass to the Rosemeade Rainforest Pool. I also go the Library very often with my wife. I will honestly tell you that I lost my library card, and I know that I have a few fees owed on my personal library card (less than \$10, which I will pay this week). My wife and I always go to the library together as a husband/wife bonding activity, and I always just get Library items on her card. I always believe that honesty is the best policy- I will pay the \$10ish in library fees I owe this week, and get a new Library card to replace the one I lost.
 3. UNIVERSITY OF CALIFORNIA, BERKELEY- Bachelor of Arts with Honors, Economics, Finished Classes December 2008, and received degree in August 2009.
 4. BOYS SCOUTS OF AMERICA- Eagle Scout (2004) and Senior Patrol Leader (2004)
-

Q7: What do you perceive to be Carrollton's two greatest strengths?

I believe that Carrollton's greatest strength is the diversity of its citizens. We have a very great mix of many different ethnic backgrounds in this city. I am good friends with all of my neighbors, and I have African-Americans, Asian-Americans, European-Americans, and Hispanic-Americans (in alphabetical order), all represented on my street. The children of these different families play together as equals. Our city is able to showcase its diversity through great areas like Old Denton/Trinity Mills, which hosts many Asian Restaurants and Stores. We also have many Mexican restaurants throughout the city (Los Jalapenos being my favorite).

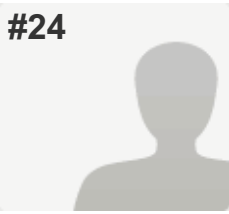
I believe that Carrollton's second greatest strength is its location. Since moving to Carrollton in 2009, I forecasted that the Frisco-Plano-The Colony-Carrollton area would create a new "Hub" in the Dallas-Fort Worth Metroplex, similar to Downtown Dallas or Fort Worth. The development of West Plano and the 121 Corridor have cemented my feelings on this. I have personally invested heavily in Carrollton and The Colony from 2009 to present, betting on this trend. Carrollton also has the luxury of being surrounded in 4 major thoroughfares- George Bush Turnpike to the South (it borders my neighborhood), 35 to the West, Dallas North Tollway to the East, and 121 to the North. This strategic location has made Carrollton one of the most undervalued areas of the Metroplex for many years.

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

I believe that Carrollton's greatest weakness is having the city split between two different school districts. Other cities are like this as well, but I think what makes Carrollton unique is that such a significant percentage of the city is split up. Of Carrollton's 37 square miles, almost 12 square miles lies in Lewisville ISD, with the rest being in Carrollton Farmers Branch ISD. I do not have any recommendations to remedy this, and it would probably cost too much to change, but I still believe it is a weakness.

I believe that Carrollton's second greatest weakness is the large amount of the Northeast area of Carrollton Farmers Branch ISD is actually in the city of Dallas. I used to own a home right on Kelly Blvd (it actually faced the street) just north of Frankford. One side of Kelly was Dallas, and the other side was Carrollton. However, I did not feel like I lived in Dallas, I felt like I was still a Carrollton resident. The city of Dallas does not treat this far north area very well. It is too far away from the city of Dallas' "core". The area would be much better off if it was annexed by the City of Carrollton. I understand that this probably cannot be changed, but I had a hard time thinking of a second weakness for Carrollton, because I love this city so much. I moved to TX in February 2009. I lived in Dallas for about six weeks, and just didn't like it. The first place I lived in Carrollton was in the Savoy of Josey Ranch, right across from the Keller Springs library. I have fallen in love with this place, and I don't think I could live anywhere else in DFW.

#24

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Saturday, July 11, 2015 6:32:03 PM**Last Modified:** Saturday, July 11, 2015 6:51:39 PM**Time Spent:** 00:19:36**IP Address:** 173.74.33.236

PAGE 3: Application

Q1: Candidate Information

Name:	Carrie Solley
Street Address:	4700 N Josey Ln Apt 3818
City, State & Zip:	Carrollton, TX 75010
Phone Number (Day & Night):	214 808-2179
Years Lived in Carrollton:	6 yrs
Email Address:	carriesolley@verizon.net

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Museum Board
2nd Choice:	Park and Recreations
3rd Choice:	Museum Board

Q3: If one of your choices is Museum Board, which term length would you prefer? Two years**Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

none

Q5: Are you currently holding any public office or appointment? If so, what?

none

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

Would love the opportunity to work with Toyia and experience her knowledge of the history of Carrollton. I am currently a volunteer at the Carrollton Senior Center and council member

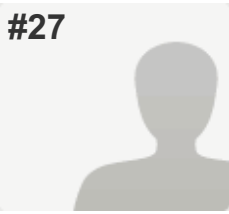
Q7: What do you perceive to be Carrollton's two greatest strengths?

The small city atmosphere, very clean and well run city, city services outstanding.

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

can't think of any at the time.

#27

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Monday, August 03, 2015 4:46:26 PM**Last Modified:** Monday, August 03, 2015 5:23:07 PM**Time Spent:** 00:36:41**IP Address:** 71.96.21.33

PAGE 3: Application

Q1: Candidate Information

Name:	Gerald Blase
Street Address:	1802 Baxley Dr
City, State & Zip:	Carrollton, tx 75006
Phone Number (Day & Night):	972-242-6827
Years Lived in Carrollton:	38
Email Address:	gdadblase@hotmail.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Parks and Recreation
-------------	----------------------

Q3: If one of your choices is Museum Board, which term length would you prefer?	<i>Respondent skipped this question</i>
--	---

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

None

Q5: Are you currently holding any public office or appointment? If so, what?

No

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

I've lived in Carrollton almost 40 years. My sons grew up here and attended Carrollton schools. We have always enjoyed and used the city parks that have been available thru the years. My whole family was very active in Carrollton Little League while my sons played ball at Jimmy Porter Park and Thomas Park. I've watched Carrollton grow and feel fortunate to live here. I live in the neighborhood just east of Perry Museum/park and have enjoyed this park from day one. I would like the opportunity to give something back to the city. I think this would be a good way to do that. I do not know of anything that might create a conflict of interest or affect my ability to serve.

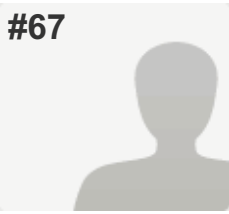
Q7: What do you perceive to be Carrollton's two greatest strengths?

1. Access to the DART rail line (Hopefully one day we'll have the addition of the Plano to DFW line). Also easy access to major regional roadways like Bush Turnpike, Sam Rayburn toll road, Dallas North Toll Road and of course I-35E and 635.
2. Progressive city leadership by being proactive in keeping Carrollton a top notch city.

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

1. We could use a few more quality hotels in the city. The Marriott Courtyard is a great start. These would be attractive to businesses who are looking for a place to build or relocate. And the additional tax revenue would be nice.
 2. Being a progressive city is great as long as those of us who live in the older neighborhoods aren't left in the dust of new development. Recently there has been an awareness of infrastructure upgrades in these neighborhoods and we appreciate it. But there is more to come and more to do to make sure our streets and sidewalks and alleys are kept just as smooth as those in the newer areas.
-

#67



COMPLETE

Collector: Web Link (Web Link)

Started: Thursday, September 10, 2015 2:52:32 PM

Last Modified: Thursday, September 10, 2015 3:18:31 PM

Time Spent: 00:25:59

IP Address: 71.123.136.179

PAGE 3: Application

Q1: Candidate Information

Name: Jackie Pendleton
 Street Address: 2805 Carriage Court
 City, State & Zip: Carrollton, TX 75006
 Phone Number (Day & Night): 972-810-0008 Days 972 816 4312 cell
 Years Lived in Carrollton: 9
 Email Address: jackie@rjpendleton.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice: Neighborhood Advisory
 2nd Choice: Parks and Recreation
 3rd Choice: Library Board

Q3: If one of your choices is Museum Board, which term length would you prefer? *Respondent skipped this question*

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

None

Q5: Are you currently holding any public office or appointment? If so, what?

no

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

Owned my own business for 30 years
 Served on professional and networking Boards for many years

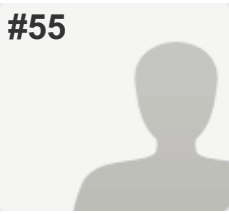
Q7: What do you perceive to be Carrollton's two greatest strengths?

Great place to live and raise a family!
 Diversity of neighborhoods and development of parks and walking trails
 Forward thinking planning, i.e., DART access

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

Retail shopping center improvement
 Need another private school

#55

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Wednesday, September 02, 2015 12:18:38 PM**Last Modified:** Monday, September 07, 2015 2:17:50 PM**Time Spent:** Over a day**IP Address:** 71.252.178.142

PAGE 3: Application

Q1: Candidate Information

Name:	Rebeca Masdon
Street Address:	1828 Random Rd
City, State & Zip:	Carrollton, TX 75006
Phone Number (Day & Night):	414-217-7075
Years Lived in Carrollton:	1.5
Email Address:	rmasdon@gmail.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Parks & Recreation Board
2nd Choice:	Library Board
3rd Choice:	Museum Board

Q3: If one of your choices is Museum Board, which term length would you prefer?

No preference

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

none

Q5: Are you currently holding any public office or appointment? If so, what?

no

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

I have worked as an engineer, teacher, and now small business owner and mother of 2, which have all taught me how to multitask, problem solve, and research creative strategies for success. I frequently seek out community events to attend with my family and love being part of the activities that Carrollton offers. I am a regular user of Carrollton parks, playgrounds, trails, library, and other amenities. I would love to be able to contribute to helping others become aware and make use of the great resources that are around us.

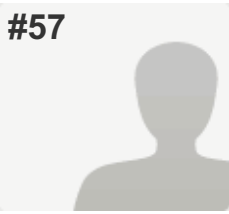
Q7: What do you perceive to be Carrollton's two greatest strengths?

I believe that one of Carrollton's greatest strengths is its diversity. Around the city, I love seeing so many different generations, cultures, religions, and socioeconomic groups represented within its borders. Another of Carrollton's greatest strengths is kindness. I have come to realize that this is not prevalent in every city and was wonderfully surprised to see it when I moved to Carrollton. It is commonplace to strike up a conversation with a fellow customer at the grocery store, wave hello to cars driving down the street, and smile to someone walking past on a sidewalk. Carrollton feels like home.

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

I feel that one of Carrollton's greatest weaknesses is the lack of community involvement. I have attended several events in the city and am always surprised to see such little turnout. I feel that Carrollton has a lot to offer but it is not being taken advantage of to the fullest. Another weakness that I perceive is the chaos of transition. I am excited to see all of the projects that are underway and the plans for upgrades in the future, but it is a hard time in the interim. The frustration from construction delays and other inconveniences can lessen the excitement of what is to come.

#57

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Tuesday, August 18, 2015 4:45:00 PM**Last Modified:** Monday, September 07, 2015 8:24:08 PM**Time Spent:** Over a week**IP Address:** 70.119.137.130

PAGE 3: Application

Q1: Candidate Information

Name:	Richard Kilgore
Street Address:	2014 Embassy Way
City, State & Zip:	Carrollton, Texas 75006
Phone Number (Day & Night):	903-203-5778
Years Lived in Carrollton:	40
Email Address:	richard.kilgore@yahoo.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Firefighters and police officers' civil service Commission
2nd Choice:	Capital Improvements
3rd Choice:	Parks and recreation Board

Q3: If one of your choices is Museum Board, which term length would you prefer?	<i>Respondent skipped this question</i>
--	---

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

none

Q5: Are you currently holding any public office or appointment? If so, what?

no

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

Would consider running for city Council in the future and would like to get involved. No conflicts.

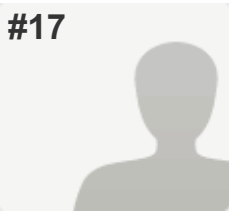
Q7: What do you perceive to be Carrollton's two greatest strengths?

Great location and the ability to become great

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

City seems stagnant for many years, no one wants to come to Carrollton when you have cities like Addison next door.

#17

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Monday, June 22, 2015 9:00:31 PM**Last Modified:** Monday, June 22, 2015 9:14:47 PM**Time Spent:** 00:14:16**IP Address:** 173.57.135.234

PAGE 3: Application

Q1: Candidate Information

Name:	Russell Tether
Street Address:	2200 Southern Circle
City, State & Zip:	Carrollton
Phone Number (Day & Night):	9724187832
Years Lived in Carrollton:	16
Email Address:	Russell@russelltether.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	parks and recreation
2nd Choice:	neighborhood advisory
3rd Choice:	planning and zoning

Q3: If one of your choices is Museum Board, which term length would you prefer? *Respondent skipped this question***Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

Museum board- 1 term
Parks and rec - 2 terms (currently)

Q5: Are you currently holding any public office or appointment? If so, what?

Parks and rec

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

no conflicts. As an art dealer, i work with several municipalities around Carrollton. As President of Woodcreek Homeowners Assoc., I hear the problems and compliments.

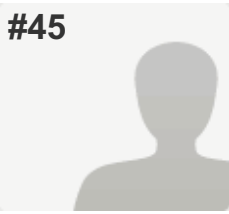
Q7: What do you perceive to be Carrollton's two greatest strengths?

positive balance sheet and strong management

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

Misconception that Carrollton isn't a premier city.
citizen participation

#45

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Tuesday, August 25, 2015 9:38:55 AM**Last Modified:** Thursday, August 27, 2015 3:42:37 PM**Time Spent:** Over a day**IP Address:** 170.170.59.139

PAGE 3: Application

Q1: Candidate Information

Name:	Sean Rae
Street Address:	1936 Sussex Drive
City, State & Zip:	Carrollton, TX 75007
Phone Number (Day & Night):	940-536-8519
Years Lived in Carrollton:	4
Email Address:	SeanConnerRae@gmail.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Parks and Recreation Board
2nd Choice:	Museum Board
3rd Choice:	Historic Preservation Advisory Committee

Q3: If one of your choices is Museum Board, which term length would you prefer?

No preference

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

None at this time

Q5: Are you currently holding any public office or appointment? If so, what?

Not at this time

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

I have a background in Marketing with an emphasis in New Product Development, which means I love to discover unmet needs and deliver solutions. I'm currently the Senior Talent Management Advisor at FedEx Office, where I use data and analytics to help inspire, influence and shape how decisions are made among the organization's leadership teams. I am submitting myself as a candidate for the above boards/committees and will serve at the pleasure of the community. Thank you very much for your consideration!

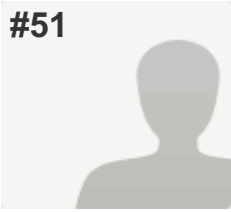
Q7: What do you perceive to be Carrollton's two greatest strengths?

Carrollton is poised to see an influx of residents (first-time home buyers, young families, working professionals) due to the proximity of the city, relative to the impending growth of nearby areas. The heart of Dallas is shifting from Downtown to 121 & the DNT Tollway. Carrollton is seen as a promising community that many could call home when experiencing the mass migration. In addition, Carrollton has seen the safety of the city consistently improve year over year, creating a sense of security that promotes long-term residents to establish deep roots of connectivity. Coupled with lower taxes, good schools and a vibrant/growing community, Carrollton is a strong city that has the potential to firmly establish itself as a unique and stable community amidst a rapidly changing landscape.

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

While Carrollton is poised for growth, it can only do so if it invests and executes on numerous resident-attraction efforts. Many of the neighboring cities are increasing beautification efforts, improving roads, and preparing for the rapid growth of this area. Carrollton will need to likewise invest in the above, while establishing a strategic value proposition that differentiates the community from others. While Carrollton may not see similar explosive growth patterns among retail, restaurant, and corporate offerings (like Plano, Frisco, McKinney) the city could be a beacon of light as a stable, affordable, and safe place to live. Carrollton also needs to brace itself for the increased congestion on its roads and plan for alternative methods of transportation (bike lanes, light rail, etc.) The busier the roads become, the more individuals will seek out different modes of travel, and at the moment, Carrollton is lacking.

#51

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Wednesday, September 02, 2015 10:09:48 PM**Last Modified:** Wednesday, September 02, 2015 11:41:15 PM**Time Spent:** 01:31:26**IP Address:** 173.74.204.189

PAGE 3: Application

Q1: Candidate Information

Name:	Stephanie Tovar
Street Address:	2179 Southern Place
City, State & Zip:	Carrollton, TX 75006
Phone Number (Day & Night):	214-757-3547 & 214-984-6348
Years Lived in Carrollton:	1 year 8 months
Email Address:	steph.tovar@gmail.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Neighborhood Advisory Commision
2nd Choice:	Museum Board
3rd Choice:	Parks and Recreations Board

Q3: If one of your choices is Museum Board, which term length would you prefer?

No preference

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

Not Applicable

Q5: Are you currently holding any public office or appointment? If so, what?

Not Applicable

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

I have knowledge in diverse areas as I have studied different subjects for either volunteering purposes, educational and/or community engagement. I have volunteered for several non-profits in different sectors, including one in the sports industry. My community engagement is ever evolving and it spans from housing, food pantries, educational/civics classes/ English classes (refugee resettlement program), child abuse and special education services. I am seeking an appointment to help bring a fresh perspective from my past personal experiences. I believe that community involvement is needed to help evolve and adapt to the ever changing needs of its citizens.

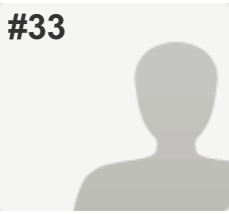
Q7: What do you perceive to be Carrollton's two greatest strengths?

I perceive that Carrollton has many strengths; Carrollton offers its citizens the possibility of still having the city life at a sustainable cost and higher quality of living. The second strength would be that it has become a very culturally diverse community with many young professional families relocating to this area, as it has a relative low crime rate in comparison to other suburban areas in Dallas/Fort Worth Metroplex.

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

Carrollton has two weaknesses, one is the city's communications and marketing departments need to better leverage technology to reach their population through social media. Two, there is a great divide amongst the lower income working class citizens living area and the professional white collared areas. Comparing to the same issue as neighboring Farmers Branch, they have addressed some of these issues with dressing up some of their image and identity with colorful Directional Signage to inform drivers and passersby of important information.

#33

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Friday, August 14, 2015 9:41:53 AM**Last Modified:** Friday, August 14, 2015 10:27:44 AM**Time Spent:** 00:45:51**IP Address:** 104.179.10.86

PAGE 3: Application

Q1: Candidate Information

Name:	Stephanie Valadez
Street Address:	3306 Ashleaf Dr
City, State & Zip:	Carrollton, TX 75007
Phone Number (Day & Night):	214-475-6711
Years Lived in Carrollton:	Majority of childhood and relocated back in December 2013.
Email Address:	stephanie.valadez@gmail.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Neighborhood Advisory
2nd Choice:	Property Standards
3rd Choice:	Parks & Recreation

Q3: If one of your choices is Museum Board, which term length would you prefer?

No preference

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

None

Q5: Are you currently holding any public office or appointment? If so, what?

Not yet

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

I have interest in serving the City of Carrollton and wish to reflect the diverse community we live in. Oftentimes, our leadership is not reflective of our community, but make the critical decisions about the future of Carrollton. I am a millennial working mother of 2 young children who wants to see the decisions that are made regarding the city benefit our citizens and the future of the City. I am a HR Manager for a nonprofit and do not have any conflicts of interest if I were appointed for a board or commission. I grew up in Carrollton where my whole family still resides, but the city has changed quite drastically. Several years ago, I made the decision to move my family back to where I grew up because of the fond memories I had growing up and the knowledge that Carrollton is a good place to live and raise my family without the congestion of cities like Frisco, McKinney or Plano.

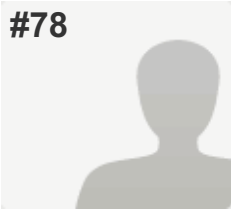
Q7: What do you perceive to be Carrollton's two greatest strengths?

1. Diversity (Citizens and Businesses)
2. Continues to grow and evolve although it is a mature community

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

1. Engagement from younger residents who choose Carrollton as home
 2. Attracting and keeping a variety of businesses to prevent residents from going to nearby cities like Lewisville, Addison, Frisco, Plano and Dallas.
-

#78

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Friday, September 11, 2015 9:10:57 AM**Last Modified:** Friday, September 11, 2015 9:18:30 AM**Time Spent:** 00:07:32**IP Address:** 173.74.207.28

PAGE 3: Application

Q1: Candidate Information

Name:	Stuart C Peterson
Street Address:	2123 LeMans Drive
City, State & Zip:	Carrollton, TX 75006
Phone Number (Day & Night):	231-730-7725
Years Lived in Carrollton:	6 months in January 2016
Email Address:	stucolepete@gmail.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Property Standards
2nd Choice:	Planning and Zoning
3rd Choice:	Parks and recreation

Q3: If one of your choices is Museum Board, which term length would you prefer?

No preference

Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:

N/A

Q5: Are you currently holding any public office or appointment? If so, what?

N/A

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

No conflicts.

3 years firefighter, Norton Shores, Michigan

4 years planning commissioner Muskegon Township, Michigan

5 years Chairman Parks and recreation Muskegon Township, Michigan

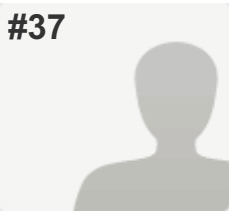
Q7: What do you perceive to be Carrollton's two greatest strengths?

Location, diversity.

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

Land locked, size.

#37

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Wednesday, August 19, 2015 11:37:34 AM**Last Modified:** Wednesday, August 19, 2015 11:46:53 AM**Time Spent:** 00:09:19**IP Address:** 144.162.21.91

PAGE 3: Application

Q1: Candidate Information

Name:	Willadean Martin
Street Address:	1902 Mary Lane
City, State & Zip:	Carrollton, TX 75006
Phone Number (Day & Night):	972-860-4817 & 972-242-6462
Years Lived in Carrollton:	20 years
Email Address:	wdeanmartin@yahoo.com

Q2: Board Preferences List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Library Board
2nd Choice:	Parks & Recreation
3rd Choice:	Neighborhood Advisory Commission

Q3: If one of your choices is Museum Board, which term length would you prefer? *Respondent skipped this question***Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

Library Board, 1st term Oct. 2013 - 2015

Q5: Are you currently holding any public office or appointment? If so, what?

No

Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

I have experience serving on Library Board.

No known relationships that would create conflict of interest.

Q7: What do you perceive to be Carrollton's two greatest strengths?

Location and services provided

Q8: What do you perceive to be Carrollton's two greatest weaknesses?

Appearance - I see many great changes but still room for improvement.



City of Carrollton

Agenda Memo

File Number: 2304

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *40.

CC MEETING: November 3, 2015

DATE: October 26, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct A Decorative Railing At The Dickerson Parkway Bridge At IH-35E** In An Amount Not To Exceed \$98,948.00.

BACKGROUND:

IH-35E is currently being reconstructed and widened through its entire length within Carrollton. As part of this reconstruction, a new interchange at Dickerson Parkway will be constructed. All bridges along TxDOT facilities are built to current state standards. Decorative railings are not funded by TxDOT. However, decorative railings are allowed on these bridges provided that the additional costs are funded by the local agency.

On April 1, 2014, City Council directed staff to include the decorative bridge railings on the Belt Line Road and Dickerson Parkway interchanges. On January 20, 2015, City Council was briefed on all project betterments and continued to support the bridge rails with a total estimated cost of \$366,444, comprised of \$98,948 for Dickerson Parkway and \$267,496 for Belt Line Road. Now that construction of the Dickerson Parkway overpass is beginning, TxDOT has requested payment for this project betterment.

FINANCIAL IMPLICATIONS:

The cost to install decorative bridge railing on the Dickerson Parkway bridge at IH-35E is estimated to be \$98,948. These costs will be funded by the City of Carrollton. Funding for this betterment will come from the Streets Consolidated fund.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement with TxDOT for the installation of decorative bridge railing on the Dickerson Parkway bridge at IH-35E in an amount not to exceed \$98,948.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO CONSTRUCT DECORATIVE RAILING AT THE DICKERSON PARKWAY BRIDGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) is reconstructing IH-35E in Carrollton including a new interchange at Dickerson Parkway; and

WHEREAS, the City of Carrollton has requested the addition of decorative railing on the Dickerson Parkway Bridge at IH-35E; and

WHEREAS, TxDOT constructs highway bridges to state standards and requires local agencies to fund the cost of decorative railings.

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

SECTION 1:

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

SECTION 2:

The City Council of the City of Carrollton hereby authorizes the City Manager or designee to execute a Local Project Advance Funding Agreement with TxDOT, in a form to be approved by the City Attorney, for the installation of decorative railing at the IH-35E/Dickerson Parkway Bridge for which the City of Carrollton will provide local funds in an amount not to exceed \$98,948.00.

SECTION 3:

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

SECTION 4:

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

PASSED AND APPROVED this 3rd day of November, 2015.

City of Carrollton, Texas

By: _____
Matthew Marchant, Mayor

ATTEST:

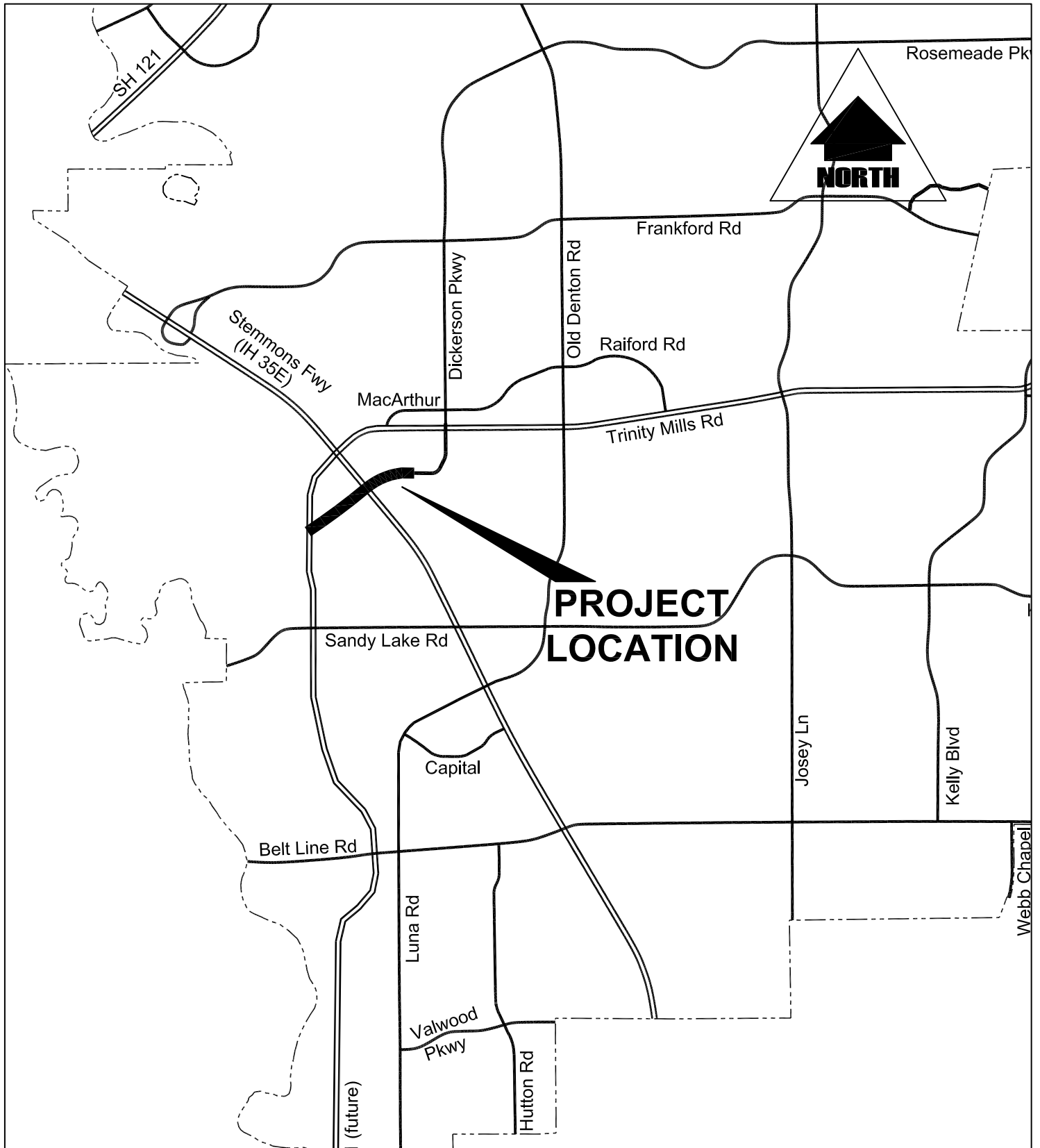
Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

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



Where Connections Happen

Dickerson Pkwy / IH-35E Bridge

SCALE:NTS DATE:10/15

**ENGINEERING
DEPARTMENT**

CSJ #: 0196-03-180
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: From Sandy Lake Road/Whitlock Lane to SH 190 (PGBT)
County: Denton

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

ON SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Carrollton, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, the Texas Transportation Code Chapter 223 authorizes design-build contracts with private entities for the design, construction, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a highway project; and,

WHEREAS, the Texas Transportation Commission (the Commission) passed Minute Order Number 113398 dated December 13, 2012 designates the IH 35E Managed Lanes Project in Denton County as a design-build project; and,

WHEREAS, Texas Transportation Commission Minute Order Number 113319 authorizes the State to undertake and complete a highway improvement generally described as the construction of ramp and frontage roads along IH 35E and a new overpass at Dickerson Parkway on IH 35E from Sandy Lake Road/Whitlock Lane to SH 190 (President George Bush Turnpike); and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the installation of decorative barrier bridge railing on IH 35E at Dickerson Parkway in the City of Carrollton, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

CSJ #: 0196-03-180
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: From Sandy Lake Road/Whitlock Lane to SH 190 (PGBT)
County: Denton

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This

CSJ #: 0196-03-180
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: From Sandy Lake Road/Whitlock Lane to SH 190 (PGBT)
County: Denton

requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

The Local Government shall assume responsibility for the Project maintenance and the repair, replacement, repainting and/or any other required or needed work on the decorative bridge railing. Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
City Manager City of Carrollton 1945 East Jackson Road Carrollton, Texas 75011-0535	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement.

CSJ #: 0196-03-180
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: From Sandy Lake Road/Whitlock Lane to SH 190 (PGBT)
County: Denton

Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF CARROLLTON

By: _____
Leonard Martin
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
James K. Selman, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: _____

CSJ #: 0196-03-180
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: From Sandy Lake Road/Whitlock Lane to SH 190 (PGBT)
County: Denton

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will provide a fixed contribution of \$98,948 towards the construction cost to install decorative barrier bridge railing on IH 35E at Dickerson Parkway in the City of Carrollton. The Local Government's fixed contribution for this improvement includes construction items.

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation (Fixed)	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$98,948	0%	\$0	0%	\$0	Fixed	\$98,948
Direct State Cost @ 9.19%	\$9,093	0%	\$0	100%	\$9,093	0%	\$0
Indirect State Cost @ 4.83%	\$4,779	0%	\$0	100%	\$4,779	0%	\$0
TOTAL	\$112,820		\$0		\$13,872	(Fixed)	\$98,948

Total Local Government Participation = \$98,948 (fixed)

Total Payment by the Local Government to the State on full execution of this Agreement = \$98,948 (fixed)





City of Carrollton

Agenda Memo

File Number: 2305

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *41.

CC MEETING: November 3, 2015

DATE: October 26, 2015

TO: Leonard Martin, City Manager

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

Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct Galvanized Steel Poles And Mast Arms At The Belt Line Road And Broadway Intersection In An Amount Not To Exceed \$37,500.00.

BACKGROUND:

IH-35E is currently being reconstructed and widened through its entire length within Carrollton. As part of this project, the existing interchange at Belt Line Road and Broadway, including the traffic signal, will be reconstructed. TxDOT will reconstruct the signal to the existing configuration. The existing signal is a span wire signal. The City of Carrollton has requested that the new signal be built using galvanized steel poles and mast arms to match new signal construction throughout the city. TxDOT has agreed to rebuild the signal using galvanized steel poles and mast arms provided the City funds the cost difference compared to a span wire traffic signal.

On January 20, 2015, City Council was briefed on all the IH-35E betterments and supported the upgrades of the traffic signal at Belt Line Road and Broadway at an estimated cost of \$37,500. Now that construction of the Belt Line Road and Broadway intersection is beginning, TxDOT has requested payment for this project betterment.

FINANCIAL IMPLICATIONS:

The cost to install galvanized steel poles and mast arms at the Belt Line Road and Broadway signal is estimated to be \$37,500.00. These costs will be funded by the City of Carrollton. Funding for this betterment will come from the Traffic Consolidated fund.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement with TxDOT for the installation of

galvanized steel poles and mast arms at the Belt Line Road and Broadway signal in an amount not to exceed \$37,500.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO CONSTRUCT GALVANIZED STEEL POLES AND MAST ARMS AT THE BELT LINE AND BROADWAY INTERSECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) is reconstructing the traffic signal at Belt Line and Broadway as part of the IH-35E reconstruction project; and

WHEREAS, TxDOT only reconstructs signals to their original configuration; and

WHEREAS, the original signal prior to construction at Belt Line and Broadway was a span wire traffic signal; and

WHEREAS, the City of Carrollton has requested the addition of galvanized steel poles and mast arms.

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

SECTION 1:

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

SECTION 2:

The City Council of the City of Carrollton hereby authorizes the City Manager or designee to execute a Local Project Advance Funding Agreement with TxDOT, in a form to be approved by the City Attorney, for the installation of galvanized steel poles and mast arms at the intersection of Belt Line and Broadway for which the City of Carrollton will provide local funds in an amount not to exceed \$37,500.00.

SECTION 3:

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

SECTION 4:

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

PASSED AND APPROVED this 3rd day of November, 2015.

City of Carrollton, Texas

By: _____
Matthew Marchant, Mayor

ATTEST:

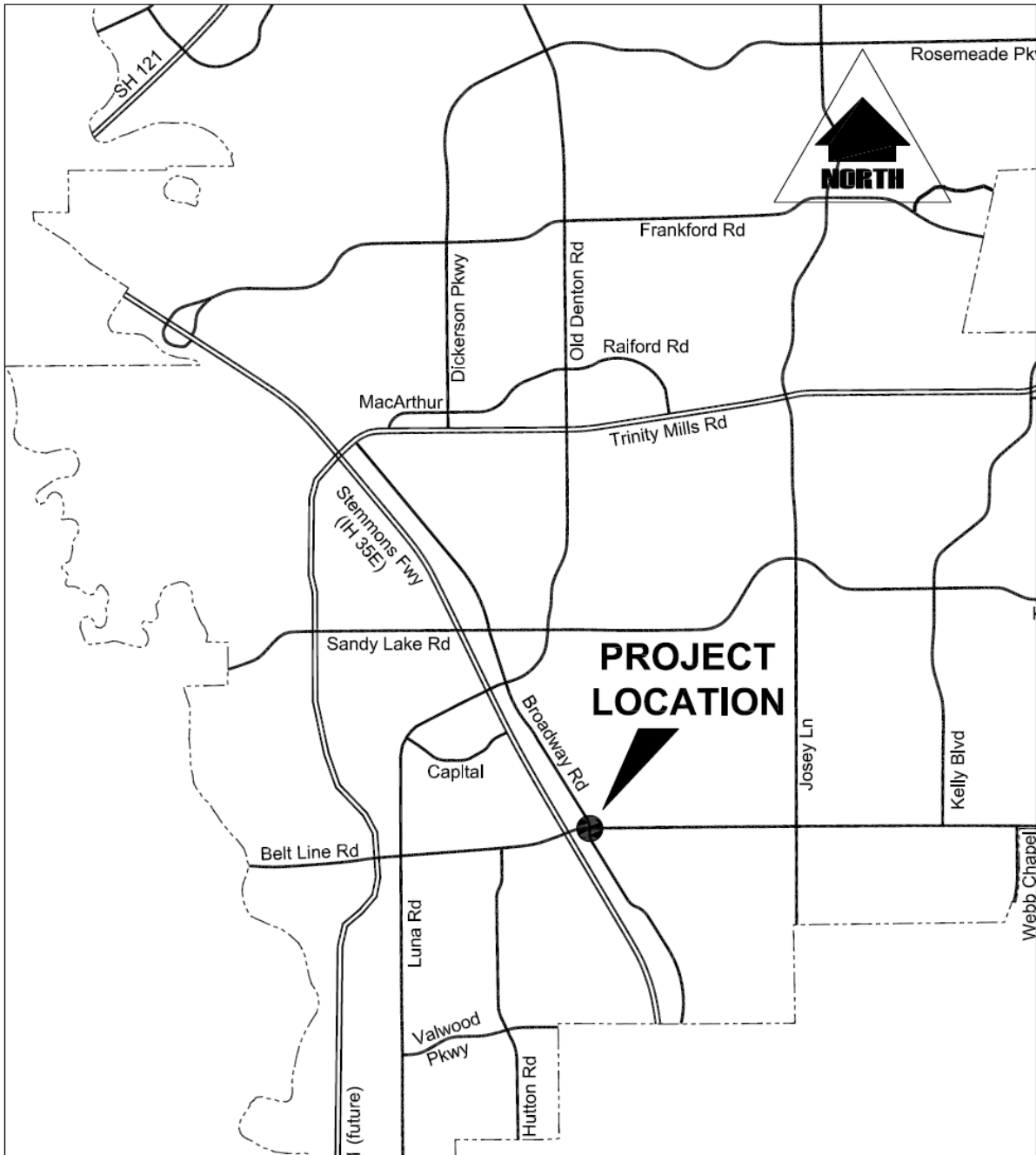
Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

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



FILENAME: BELT LINE - BROADWAY SIGNAL.DWG



Belt Line / Broadway Traffic Signal

SCALE: NTS DATE: 10/15

**ENGINEERING
DEPARTMENT**

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

ON SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Carrollton, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, the Texas Transportation Code Chapter 223 authorizes design-build contracts with private entities for the design, construction, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a highway project; and,

WHEREAS, the Texas Transportation Commission (the Commission) passed Minute Order Number 113398 dated December 13, 2012 designates the IH 35E Managed Lanes Project in Denton County as a design-build project; and,

WHEREAS, Texas Transportation Commission Minute Order Number 113319 authorizes the State to undertake and complete a highway improvement generally described as the construction of grade separation of frontage roads along Dallas Area Rapid Transit Railroad on IH 35E at Belt Line Road, and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the installation of traffic signals on Belt Line Road at Broadway Street on IH 35E at Belt Line Road in the City of Carrollton, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

The Local Government shall assume responsibility for the Project maintenance and the repair, replacement, repainting and/or any other required or needed work on the traffic signals. Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
City Manager City of Carrollton 1945 East Jackson Road Carrollton, Texas 75011-0535	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement.

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF CARROLLTON

By: _____
Leonard Martin
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
James K. Selman, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: _____

CSJ #: 0196-03-240
 District #: 18-Dallas
 Code Chart 64 #: 07400
 Project: IH 35E
 Limits: at Belt Line Road
 County: Denton

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will provide a fixed contribution of \$37,500 towards the construction cost to install traffic signals on Belt Line Road at Broadway Street on IH 35E at Belt Line Road in the City of Carrollton. The Local Government's fixed contribution for this improvement includes construction items.

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation (Fixed)	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$37,500	0%	\$0	0%	\$0	Fixed	\$37,500
Direct State Cost @ 9.19%	\$3,446	0%	\$0	100%	\$3,446	0%	\$0
Indirect State Cost @ 4.83%	\$1811	0%	\$0	100%	\$1811	0%	\$0
TOTAL	\$42,757		\$0		\$5,257	(Fixed)	\$37,500

Total Local Government Participation = \$37,500 (fixed)

Total Payment by the Local Government to the State on full execution of this Agreement = \$37,500 (fixed)



City of Carrollton

Agenda Memo

File Number: 2306

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *42.

CC MEETING: November 3, 2015

DATE: October 26, 2015

TO: Leonard Martin, City Manager

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

Consider A **Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct Decorative Railing At The Belt Line Road Bridge** In An Amount Not To Exceed \$267,496.00.

BACKGROUND:

IH-35E is currently being reconstructed and widened through its entire length within Carrollton. As part of this reconstruction, the existing interchange at Belt Line Road will be reconstructed. All bridges along TxDOT facilities are built to current state standards. Decorative railings are not funded by TxDOT.

On April 1, 2014, City Council directed staff to include the decorative railings on the Belt Line Road and Dickerson Parkway interchanges. On January 20, 2015, City Council was briefed on all betterments and continued to support the bridge rails with a total estimated cost of \$366,444 comprised of \$98,948 for Dickerson Parkway and \$267,496 for Belt Line Road. Now that construction of the Belt Line Road bridge is beginning, TxDOT has requested payment for this project betterment.

FINANCIAL IMPLICATIONS:

The cost to install decorative bridge railing on the Belt Line Road bridge at IH-35E is estimated to be \$267,496.00. These costs will be funded by the City of Carrollton. Funding for this betterment will come from the Streets Consolidated fund.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement with TxDOT for the installation of decorative bridge railing on the Belt Line Road bridge at IH-35E in an amount not to exceed \$267,496.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO CONSTRUCT DECORATIVE RAILING AT THE BELT LINE ROAD BRIDGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) is reconstructing IH-35E in Carrollton including the reconstruction of the Belt Line Road interchange; and

WHEREAS, the City of Carrollton has requested the addition of decorative railing on the Belt Line Road bridge at IH-35E; and

WHEREAS, TxDOT constructs highway bridges to state standards and requires local agencies to fund the cost of decorative railings.

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

SECTION 1:

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

SECTION 2:

The City Council of the City of Carrollton hereby authorizes the City Manager or designee to execute a Local Project Advance Funding Agreement with TxDOT, in a form to be approved by the City Attorney, for the installation of decorative railing at the IH-35E/Belt Line Road bridge for which the City of Carrollton will provide local funds in an amount not to exceed \$267,496.00.

SECTION 3:

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

SECTION 4:

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

PASSED AND APPROVED this 3rd day of November, 2015.

City of Carrollton, Texas

By: _____
Matthew Marchant, Mayor

ATTEST:

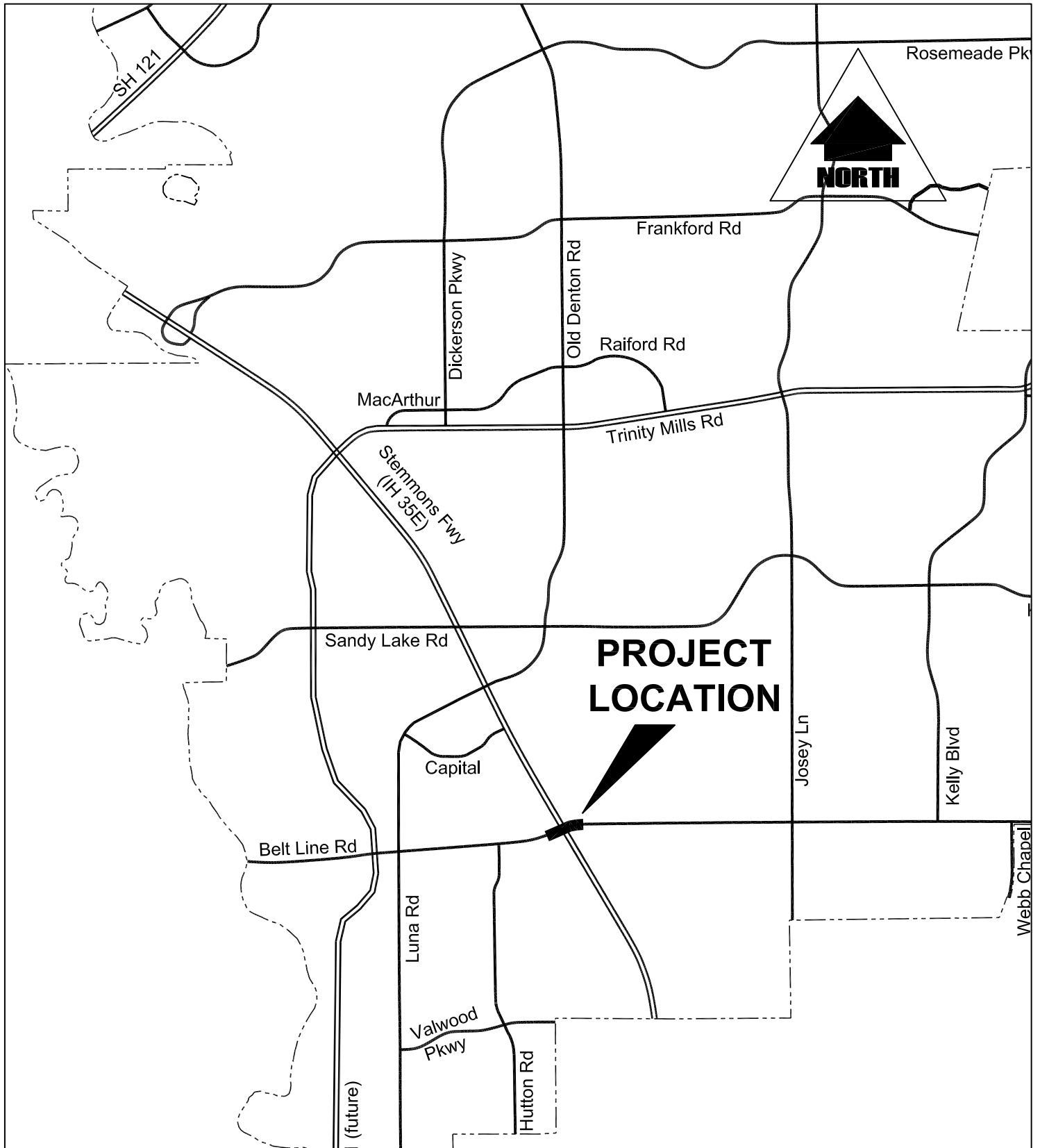
Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

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



CARROLLTON
TEXAS

Where Connections Happen

Belt Line / IH-35E Bridge

SCALE: NTS DATE: 10/15

**ENGINEERING
DEPARTMENT**



CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

ON SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Carrollton, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, the Texas Transportation Code Chapter 223 authorizes design-build contracts with private entities for the design, construction, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a highway project; and,

WHEREAS, the Texas Transportation Commission (the Commission) passed Minute Order Number 113398 dated December 13, 2012 designates the IH 35E Managed Lanes Project in Denton County as a design-build project; and,

WHEREAS, Texas Transportation Commission Minute Order Number 113319 authorizes the State to undertake and complete a highway improvement generally described as the construction of grade separation of frontage roads along Dallas Area Rapid Transit Railroad on IH 35E at Belt Line Road, and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the installation of decorative barrier bridge railing on IH 35E at Belt Line Road in the City of Carrollton, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

The Local Government shall assume responsibility for the Project maintenance and the repair, replacement, repainting and/or any other required or needed work on the decorative bridge railing. Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
City Manager City of Carrollton 1945 East Jackson Road Carrollton, Texas 75011-0535	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement.

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF CARROLLTON

By: _____
Leonard Martin
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
James K. Selman, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: _____

CSJ #: 0196-03-240
 District #: 18-Dallas
 Code Chart 64 #: 07400
 Project: IH 35E
 Limits: at Belt Line Road
 County: Denton

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will provide a fixed contribution of \$267,496 towards the construction cost to install decorative barrier bridge railing on IH 35E at Belt Line Road in the City of Carrollton. The Local Government's fixed contribution for this improvement includes construction items.

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation (Fixed)	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$267,496	0%	\$0	0%	\$0	Fixed	\$267,496
Direct State Cost @ 9.19%	\$24,583	0%	\$0	100%	\$24,583	0%	\$0
Indirect State Cost @ 4.83%	\$12,920	0%	\$0	100%	\$12,920	0%	\$0
TOTAL	\$304,999		\$0		\$37,503	(Fixed)	\$267,496

Total Local Government Participation = \$267,496 (fixed)

Total Payment by the Local Government to the State on full execution of this Agreement = \$267,496 (fixed)



City of Carrollton

Agenda Memo

File Number: 2307

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *43.

CC MEETING: November 3, 2015

DATE: October 26, 2015

TO: Leonard Martin, City Manager

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

Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) To Construct A Drainage Culvert Under The IH-35E Northbound Frontage Road At Vandergriff Drive In An Amount Not To Exceed \$525,560.00.

BACKGROUND:

IH-35E is currently being reconstructed and widened through its entire length within Carrollton. As part of this reconstruction, the northbound frontage road will be reconstructed, including an existing storm drainage culvert at the frontage road and Vandergriff Drive. The City has requested additional storm drainage capacity at this location. This includes routing the new line along the frontage road to Vandergriff Drive to avoid the existing car lot. TxDOT will construct the storm drainage culvert requested by the City provided the City funds the additional costs. Now that construction of the northbound frontage road near Vandergriff Drive is beginning, TxDOT has requested payment for this project betterment.

On January 20, 2015, City Council was briefed on all betterments for IH-35E and supported the construction of this drainage infrastructure.

FINANCIAL IMPLICATIONS:

The cost to construct the culvert under the IH-35E northbound frontage road is estimated to be \$525,560.00. These costs will be funded by the City of Carrollton. Funding for this betterment will come from the Drainage Consolidated fund.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to enter into a Local Project Advance Funding Agreement with TxDOT for the construction of a drainage culvert under the IH-35E northbound frontage road at Vandergriff Drive in an amount not to exceed \$525,560.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO CONSTRUCT A DRAINAGE CULVERT UNDER THE IH-35E NORTHBOUND FRONTAGE ROAD AT VANDERGRIFF DRIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) is reconstructing IH-35E in Carrollton including the reconstruction of the IH-35E northbound frontage road; and

WHEREAS, the City of Carrollton has requested additional storm drainage capacity under the IH-35E frontage road at Vandergriff Drive; and

WHEREAS, TxDOT requires local agencies to fund the cost of additional storm drainage capacity.

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

SECTION 1:

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

SECTION 2:

The City Council of the City of Carrollton hereby authorizes the City Manager or designee to execute a Local Project Advance Funding Agreement with TxDOT, in a form to be approved by the City Attorney, for the construction of a drainage culvert under the IH-35E northbound frontage road at Vandergriff Drive for which the City of Carrollton will provide local funds in an amount not to exceed \$525,560.00.

SECTION 3:

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

SECTION 4:

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

PASSED AND APPROVED this 3rd day of November, 2015.

City of Carrollton, Texas

By: _____
Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

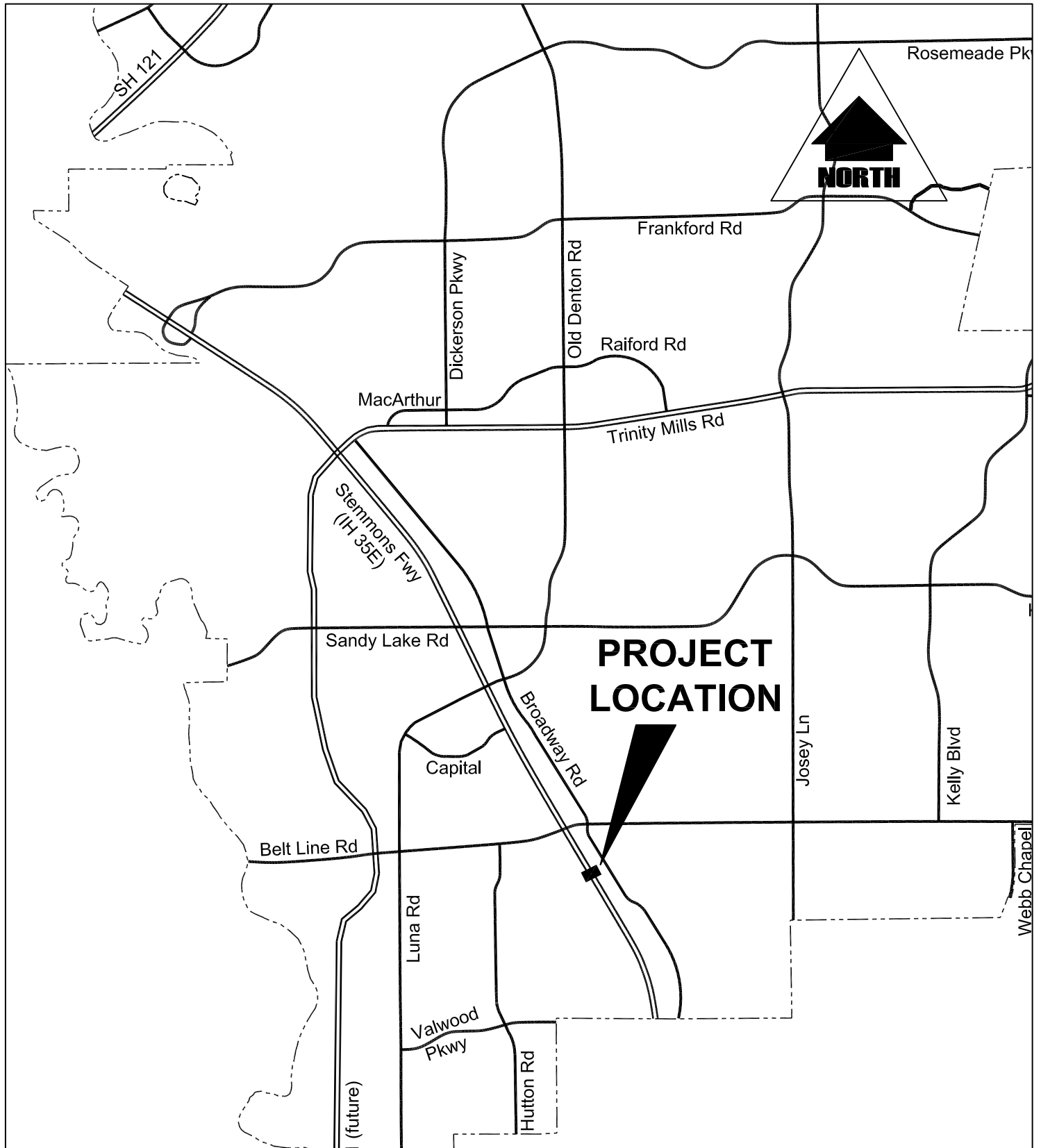
APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

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

FILENAME: I-35E CULVERT AT VANDERGRIFF DR.DWG



CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

ON SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Carrollton, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, the Texas Transportation Code Chapter 223 authorizes design-build contracts with private entities for the design, construction, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a highway project; and,

WHEREAS, the Texas Transportation Commission (the Commission) passed Minute Order Number 113398 dated December 13, 2012 designates the IH 35E Managed Lanes Project in Denton County as a design-build project; and,

WHEREAS, Texas Transportation Commission Minute Order Number 113319 authorizes the State to undertake and complete a highway improvement generally described as the construction of grade separation of frontage roads along Dallas Area Rapid Transit Railroad on IH 35E at Belt Line Road, and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of a culvert at the Northbound Frontage Road and Vandergriff Street on IH 35E at Belt Line Road in the City of Carrollton, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

The Local Government shall assume responsibility for the Project maintenance and the repair, replacement, repainting and/or any other required or needed work on the culvert. Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
City Manager City of Carrollton 1945 East Jackson Road Carrollton, Texas 75011-0535	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement.

CSJ #: 0196-03-240
District #: 18-Dallas
Code Chart 64 #: 07400
Project: IH 35E
Limits: at Belt Line Road
County: Denton

Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF CARROLLTON

By: _____
Leonard Martin
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
James K. Selman, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: _____

CSJ #: 0196-03-240
 District #: 18-Dallas
 Code Chart 64 #: 07400
 Project: IH 35E
 Limits: at Belt Line Road
 County: Denton

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will provide a fixed contribution of \$525,560 towards the cost to construct a culvert at the Northbound Frontage Road and Vandergriff Street on IH 35E at Belt Line Road in the City of Carrollton. The Local Government's fixed contribution for this improvement includes construction items.

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation (Fixed)	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$525,560	0%	\$0	0%	\$0	Fixed	\$525,560
Direct State Cost @ 9.19%	\$48,299	0%	\$0	100%	\$48,299	0%	\$0
Indirect State Cost @ 5.74%	\$30,167	0%	\$0	100%	\$30,167	0%	\$0
TOTAL	\$604,026		\$0		\$78,466	(Fixed)	\$525,560

Total Local Government Participation = \$525,560 (fixed)

Total Payment by the Local Government to the State on full execution of this Agreement = \$525,560 (fixed)



City of Carrollton

Agenda Memo

File Number: 2322

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *44.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Tom Latchem, Director of Economic Development

Consider A **Resolution Authorizing The City Manager To Enter Into A Chapter 380 Incentive Agreement With Securus Technologies Holdings, Incorporated.**

BACKGROUND:

Securus Technologies, one of the largest suppliers of communications and investigative solutions, serving approximately 2,400 correctional facilities nationwide, intends to relocate its Dallas Headquarters to Carrollton to meet its growing needs. The company will lease approximately 154,000 square feet of office space in the International Business Office Park Complex at 4000 International Parkway and will relocate at least 500 employees immediately upon taking occupancy beginning in September of 2016, with the number of employees growing to 1,000 within 5 years. The annual estimated payroll will be approximately \$40 million initially, growing to over \$70 million within the 5-year term and will exceed the current average annual wage required under the City's incentive program.

Chapter 380 Incentive Agreement

- Performance-Based Job Creation Grant: Minimum 500 jobs and up to 1,000 jobs, with \$250 per job paid annually in arrears over a 5-year term with documentation and certification.
- Permit Fee Rebate Incentive: Equivalent to 100% of building permit fees, not to exceed \$20,000, to be paid after receipt of Certificate of Occupancy.

FINANCIAL IMPLICATIONS:

Under this Chapter 380 Incentive Agreement the Company is eligible to receive a grant not to exceed \$270,000 paid between September 1, 2016 and December 31, 2020.

IMPACT ON COMMUNITY SUSTAINABILITY:

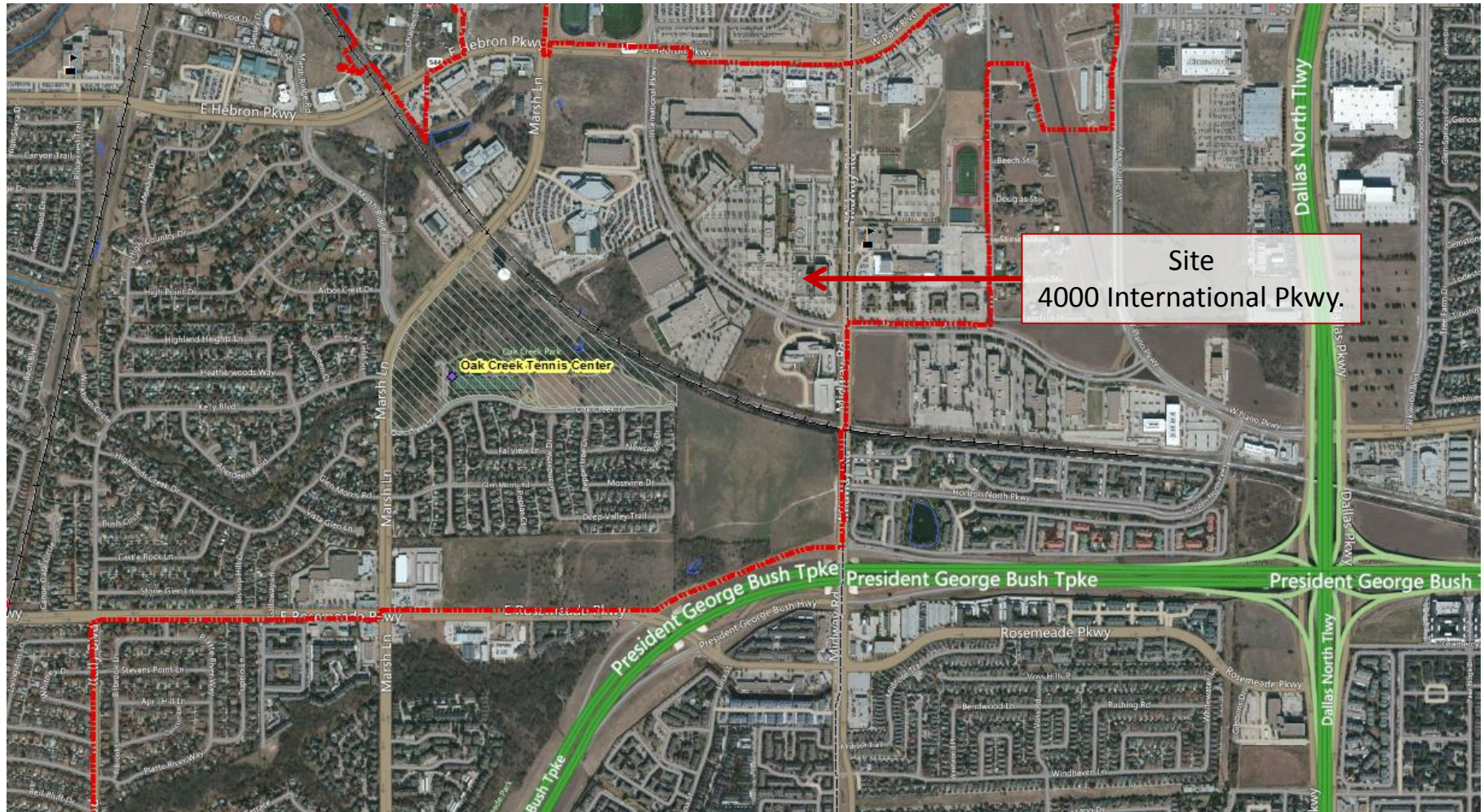
In accordance with the City's Economic Development Plan of enhancing the tax base, attracting

quality employers, and diversifying and expanding job opportunities, this project meets all criteria.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council approve the resolution authorizing the City Manager to enter into a Chapter 380 Incentive Agreement with Securus Technologies Holdings, Inc.

Securus Technologies Holdings, Inc. Proposed Corporate Headquarters



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND SECURUS TECHNOLOGIES HOLDINGS, INC., ESTABLISHING A PROGRAM OF GRANTS IN AN AMOUNT NOT TO EXCEED \$270,000 FOR JOB CREATION AND GRANT INCENTIVE RELATED TO BUILDING PERMIT FEES IN ORDER TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN AGREEMENT BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Carrollton, Texas (“City”) has received a request for grant incentives from Securus Technologies Holdings, Inc. (“Securus”) related to job creation as a result of Securus occupying approximately 154,000 square feet located at 4000 International Parkway (“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 Securus and the City, attached hereto and incorporated for all purposes as if written word for word herein, as Exhibit “A”; and

WHEREAS, Securus has entered into a lease for the Premises for a period not less than one hundred forty two (142) months during which time, Securus will establish and create jobs that benefit the local economy and stimulate commercial activity within Carrollton; and

WHEREAS, Securus has requested grant incentives for job creation not to exceed \$250,000, for the creation of not less than 500 new jobs, and up to 1,000 new jobs ; and

WHEREAS, Securus has requested grant incentives related to the payment of building permit fees not to exceed \$20,000 to assist in offsetting the costs of necessary building finish out; and

WHEREAS, the total grant package requested by Securus under the Agreement is an amount not to exceed \$270,000; and

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

WHEREAS, the City Council of the City of Carrollton, Texas (“City Council”) has adopted, in order to promote local economic development and stimulate business and commercial activity within the City, a Tax Incentive and Job Creation Grant Program (a Chapter 380 Economic Development Program);

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

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

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

Section 1

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

Section 2

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

Section 3

The City Manager is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in the Agreement and this Resolution, in an amount not to exceed \$270,000.

Section 4

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON 3rd OF NOVEMBER 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant,
Mayor

ATTEST:

Krystle Nelinson,
City Secretary

Approved as to form:

Meredith Ladd,
City Attorney

Approved as to content:

Thomas Latchem,
Director of Economic Development

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (the "Agreement") is made by and between the City of Carrollton, Texas ("City"), and Securus Technologies Holdings, Inc. ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is one of the largest suppliers of detainee communications and investigative solutions to the corrections and law enforcement communities in the United States, installing and centrally managing state-of-the-art call management and communications systems for 2,400 correctional facilities nationwide, and will occupy approximately 154,000 square feet of existing property located at 4000 International Parkway as its corporate headquarters and call center (the "Premises"), in the City of Carrollton; and

WHEREAS, Company has entered into a lease for the Premises for a period not less than one hundred forty-two (142) months during which time, Company will establish and create jobs that benefit the local economy and stimulate commercial activity within Carrollton; and

WHEREAS, the Company will invest approximately \$7,400,000 in renovating the Premises for its use and relocation of its employees; and

WHEREAS, the Company plans to locate not less than 500 and up to 1,000 employees on the Premises with an average annual salary in excess of \$68,000; and

WHEREAS, the Company currently maintains two existing offices in Carrollton located at 3220 Keller Springs Road and at 3000 Kellway Drive which employs a total of 286 full-time employees, of which none shall be counted in the total of the 500 to 1,000 employees to be located on the Premises under this Agreement ; and

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

WHEREAS, the City has performance-based economic development incentive programs, adopted in compliance with Texas Local Government Code chapter 380, to provide financial incentives in exchange for the creation of jobs; and

WHEREAS, the City Council of the City of Carrollton finds that it is in the best interest of the City to make a grant to the Company as an economic development incentive to locate its headquarters and call center in the City of Carrollton as set out herein.

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

Article I Definitions

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

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

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

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

“Job” shall mean a permanent, full-time Company employment position for an employee who is located on the Premises not including any of the 286 full-time jobs located at the Company’s offices at 3220 Keller Springs Road and at 3000 Kellway Drive in Carrollton as of November 4, 2015; each employee of a Job must be paid a total of two thousand and eighty (2,080) hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Premises” is defined as the Real Property leased by Company and located at 4000 International Parkway, Carrollton, Texas.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until March 31, 2021 (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, 2017, subject to extension for Events of Force Majeure, the Company will occupy approximately 154,000 square feet at the Premises and will construct any necessary improvements, as evidenced by the Company obtaining a Certificate of Occupancy (or applicable equivalent); and

3.2 **Performance.**

- (A) The Company agrees and covenants that it will create not less than 500 Jobs and up to 1,000 Jobs, with an Average Annual Salary of not less than \$68,000, at the Premises by December 31, 2020. The Certificate of Compliance required in order for Company to be eligible to receive payment of a grant equaling \$250 per new Job locate at the Premises shall be prepared by Company, and submitted to the City, at the close of each calendar year during the term of this Agreement.
- (B) Company covenants and certifies that Company does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code.
- (C) Company shall not fail to render for taxation any property located within the City of Carrollton, 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.
- (D) Company shall not allow any other assessed municipal fees, bills, or fines to become delinquent.

Article IV Economic Development Grant

4.1 **Grant.**

- (A). During the Term, City agrees to provide the Company an annual grant equivalent to \$250 per new Job added in the prior calendar year, in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000).
- (B) The City will provide a grant to Company which will be the equivalent of up to one hundred percent (100%) of all permitting fees charged by the City for the construction costs of the improvements to the Premises, with the City's share being an amount not to exceed Twenty Thousand Dollars (\$20,000) from effective date of this Agreement for a period not to exceed forty-eight (48) months.
- (C). The total amount of the City's grant award under this Agreement shall not exceed \$270,000 for the combined grants for permitting reimbursement and Job creation.

4.2 **Grant Payment Requirements and Schedule.**

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

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

Agreement Year	Coverage Period	Certification Due	CITY Fiscal Year
1	Sept. 1, 2016 to December 31, 2017	February 15, 2018	FY17
2	January 1, 2018 to December 31, 2018	February 15, 2019	FY18
3	January 1, 2019 to December 31, 2019	February 15, 2020	FY19
4	January 1, 2020 to December 31, 2020	February 15, 2021	FY20

- (C) If at any time during the Term, Company fails to maintain the previous year's number of Jobs, the Company forfeits the grant for the applicable year. Company will not again be eligible to receive a grant until such time as the Job numbers have returned to the level prior to the reduction. Only Jobs added above the level which existed prior to the reduction will be eligible to receive a grant.
- (D) Subject to compliance with Article III above, Company shall submit the Annual Certificate of Compliance form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than February 15 of each year beginning on February 15, 2018, in order to receive payment of an annual Grant as provided herein, the year for which payment is requested. Company shall submit to the City documentation supporting Company's grant request and demonstrating proof of Jobs adequate to justify Company's receipt of the annual grant. A failure to provide the Certificate of Compliance and supporting documentation by the date set forth above is an event of default and, if not cured, may result in an immediate and complete forfeiture of the grant.
- (E) City shall remit the grant funds to the Company within forty-five (45) days of the receipt of the attached Annual Certificate of Compliance, with any necessary supporting documentation that may be reasonably requested by the City.

Article V Default; Termination

5.1 **Events of Termination.** This Agreement terminates upon any one or more of the following:

- (1) By expiration of the Term; or
- (2) If Company terminates or breaches the lease for the Premises; or

(3) If a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

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

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

Article VI Retention and Accessibility of Records

6.1 **Records.** Company shall maintain the fiscal records and supporting documentation related to the job creation and annual salaries associated with this Agreement. Company shall retain such records, and any supporting documentation for the period required by Texas laws and regulations applicable to municipalities and/or economic development incentives.

6.2 **Accessibility.** Company gives the City, its designee, or any of their duly authorized representatives, reasonable access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal property belonging to or in use by the Company pertaining to the grant provided under this Agreement (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to the Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the City. In no event shall the City's access to the Records include any access to any personal and/or medical data of any employees of Company.

The Company shall not be required to disclose to the City any information that by law the Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require the Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of the Company. The rights to access the Records shall terminate three (3) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to terminate this Agreement as provided for in Section 5.1 above, or any portion thereof, for reason of default. All Records shall be retained by the Company for the period required under

Texas laws and regulations applicable to municipalities and/or economic development incentives. The Company agrees to maintain the Records in an accessible location.

Article VII Assignment

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

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

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

Article VIII Miscellaneous

8.1 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. It is understood and agreed between the parties that the Company, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties, and Company agrees to indemnify and hold the City harmless therefrom; it is further understood and agreed among parties that the City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties

8.2. **Notice of Bankruptcy.** In the event the Company files for bankruptcy, whether involuntarily or voluntary, the Company shall provide written notice to the City within three (3) business days of such event.

8.3. **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.4. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

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

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

If intended for the Company:
Securus Technologies Holdings, Inc.
Attn: General Counsel
4000 International Parkway
Carrollton, Texas 75007

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

8.6. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Dallas County, Texas.

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

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

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

8.10. **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED the _____ day of _____, 2015.

ATTEST:

CITY OF CARROLLTON, TEXAS

Krystle Nelinson, City Secretary

Leonard Martin, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Meredith Ladd, City Attorney

Thomas Latchem, Director of Econ. Dev.

COMPANY

Securus Technologies Holdings, Inc.

By: _____

Name: Steven A. Smith

Title: President & CEO

STATE OF _____)

_____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Steven A. Smith, President of Securus Technologies Holdings, 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:_____



City of Carrollton
Annual Certificate of Compliance
Securus Technologies Holdings, Inc.

Term: 2016 - 2020

CRITERIA EVALUATED

- Min. 500 and up to 1,000 new full time positions by December 31, 2020
- Average annual salary of \$68,000
- Occupancy of approximately 154,000 sq. ft. at 4000 International Parkway, Carrollton, TX

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

JOBS

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

** To be calculated based on total number of jobs, not only new jobs added during the Coverage Period.*

Indicate the calendar year to which the above information applies:

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

CERTIFY

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

Printed Name and Title of Certifying Officer

Signature of Certifying Officer

Date

Phone

Email

Note: This form is due by February 15 of each year beginning on February 15, 2018, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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



City of Carrollton

Agenda Memo

File Number: 2325

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *45.

CC MEETING: November 3, 2015

DATE: October 28, 2015

TO: Leonard Martin, City Manager

FROM: Peter J. Braster, Senior Development Manager

Consider A **Resolution Affirming The Action Of The City Of Carrollton's Tax Increment Reinvestment Zone Number One Board Of Directors To Fund Intersection Improvements At Crosby Road And South Broadway.**

BACKGROUND:

On October 8, 2015 the Tax Increment Reinvestment Zone Number One (TIRZ) Board of Directors unanimously approved \$120,000 for funding intersection improvements at Crosby Road and South Broadway. The project's scope includes: reconstruction of both traffic islands; landscaping; reconfiguring pedestrian crossings to improve safety; irrigation; new sidewalks; new pedestrian rail crossings; and an entry feature.

Staff has recommended the improvements because the current condition of the traffic islands and lack of pedestrian linkages contradict the importance of the City's southern entry point. The intersection is both the southern entry into Historic Downtown Carrollton and the City's Crosby Road Initiative Area. In addition, it is the terminus of the Green/Downtown Trail. The reconfigured pedestrian crossings and new sidewalk connections will make access to the trail much safer.

FINANCIAL IMPLICATIONS:

Funding is available in the TIRZ Capital Funds Account. The TIRZ account currently contains \$345,115 and expects another \$316,315 in FY2016 City and County tax revenue.

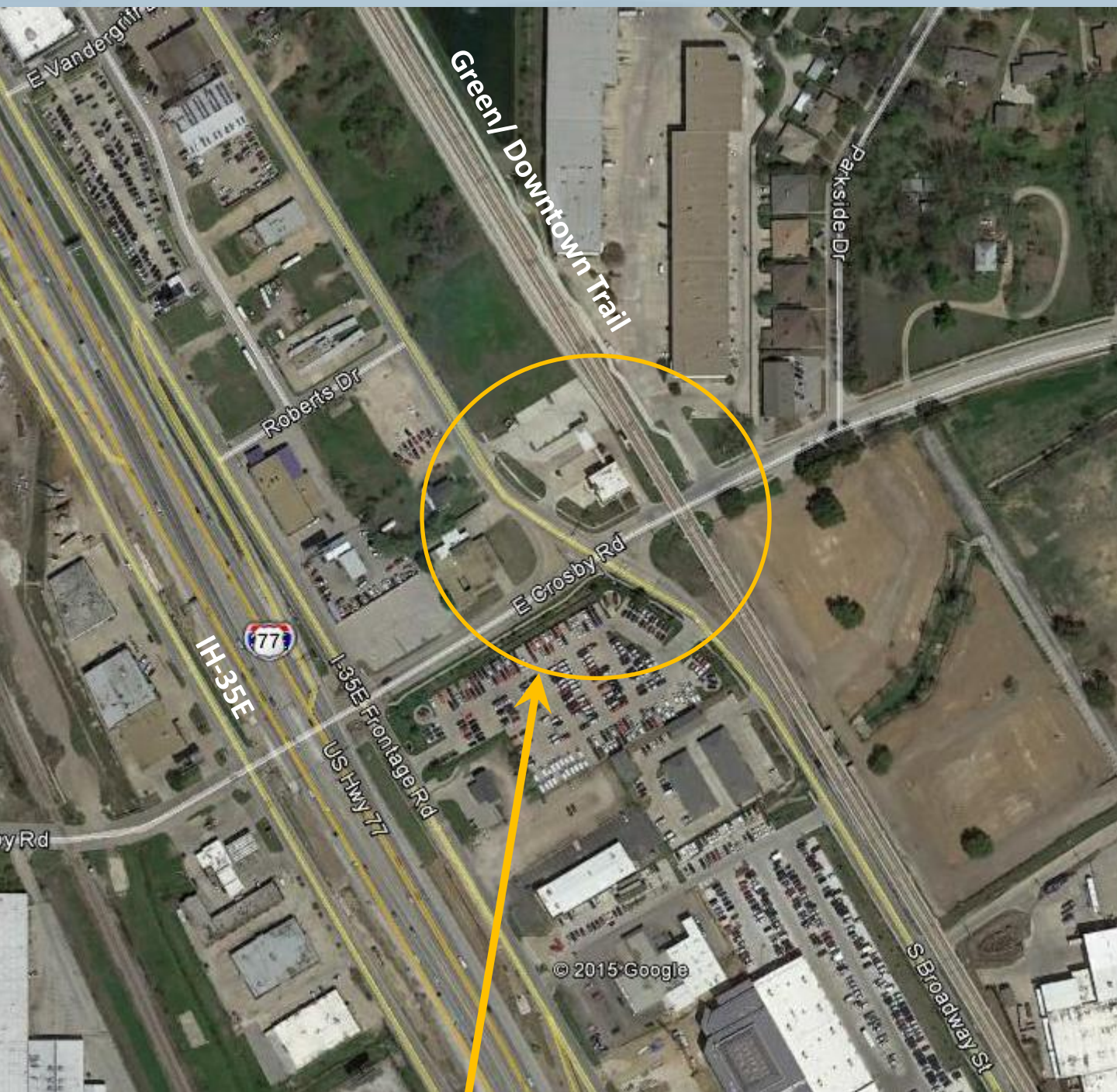
IMPACT ON COMMUNITY SUSTAINABILITY:

These improvements will create a welcoming entry point for the City of Carrollton. As development continues in Downtown Carrollton and begins in the Crosby Road Initiative Area, the revitalized entry will add significant visual value to the area.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution affirming the action of the TIRZ Board of Directors to fund intersection improvements at Crosby Road and South Broadway.

Attachment 1 Location Map



Project Area

SIDEWALK PLANS
3 OF 5 NORTH SIDE
4 OF 5 SOUTH SIDE PLAN & PROFILE
5 OF 5 SOUTH SIDE CROSS-SECTIONS

CROSBY AT BROADWAY INTERSECTION UPGRADE DESIGN



DRAWN BY RAW	DESIGN BY RAW	SCALE: 1" = 15'	SEPT 2015	SHEET: 1 OF 5
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UPGRADE AND MODIFY ISLAND
TO ALLOW FOR PEDESTRIAN
ACCESS AND TO INCORPORATE
PROPOSED LANDSCAPING

UPGRADE AND MODIFY ISLAND
TO REDIRECT PEDESTRIAN
TRAFFIC AND TO INCORPORATE
PROPOSED LANDSCAPING

\\11:Transportation\Engn DIV\PROJECTS\2010\BROADWAY\DWG\BASE.dwg,SE.dwg

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AFFIRMING THE ACTION OF THE CITY OF CARROLLTON'S TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD OF DIRECTORS WHICH FUNDS INTERSECTION IMPROVEMENTS AT CROSBY ROAD AND SOUTH BROADWAY STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established the Tax Increment Reinvestment Zone Number One ("Zone") in January 2006 to fund public improvements within the zones boundaries; and

WHEREAS, the City Council is required to affirm all actions considered by the Zone's Board of Directors; and

WHEREAS, the Zone's Board of Directors considered City Staff's request to for \$120,000 to fund intersection improvements at Crosby Road and South Broadway Street;

WHEREAS, the intersection of Crosby Road and South Broadway Street is the southern gateway into Historic Downtown Carrollton; and

WHEREAS, upon full review and consideration of the Zone's October 8, 2015 Board of Directors action, 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 expend the funds necessary for the intersection improvements on behalf of the City of Carrollton;

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

Section 1

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

Section 2

The City Manager is hereby authorized to expend City of Carrollton Tax Increment Reinvestment Zone Number One funds, substantially according to the terms and conditions set forth in this Resolution, but not to exceed \$120,000.

Section 3

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON NOVEMBER 3, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT:

Peter J. Braster
Senior Development Manager

Ravi Shah
Director of Development Services



City of Carrollton

Agenda Memo

File Number: 2327

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *46.

CC MEETING: November 3, 2015

DATE: October 28, 2015

TO: Leonard Martin, City Manager

FROM: Peter J. Braster, Senior Development Manager

Consider A **Resolution Authorizing The City Manager To Negotiate And Execute A Development Agreement With Banc Of America Community Development Corporation For Property Located At 1504 North Jackson Street, 1050 Park Avenue, And 1120 Park Avenue.**

BACKGROUND:

In July 2013, the City Council approved the purchase of 1504 North Jackson Street. This tract was located south and east of City-owned land at 1620 North Denton Drive. The two lots were subsequently replatted into a single lot of approximately 20 acres (land area for the Green Trail was separated from the lots during the platting process). The City property is located in the Downtown (TC) Transit Center District, specifically in the Urban Fringe Sub-District.

During the City's efforts to redevelop the Crosby Road Initiative Area, Summit Park Apartments was identified as a possible redevelopment project. Over the last two years, Staff has been investigating the possibility of purchasing the apartment community. The owner is now in a position to dispose of the property. However, the market value of the apartments has become cost prohibitive. Seeking alternative solutions, Staff partnered with Banc Of America Community Development Corporation -- the City's Crosby Road Project advisors -- about structuring a transaction that could leverage the City's adjacent property and redevelop the apartments. Banc of America has approached the apartment community owner about jointly developing/redeveloping the combined 30.97 acre area. The apartment owner has indicated that he is very interested in the opportunity.

The development agreement will formalize the City's interest in pursuing the project with Banc of America. On September 9, 2015 the City Council's TOD Sub-Committee recommended entering into a development agreement with Banc of America for a period of seven months.

IMPACT ON COMMUNITY SUSTAINABILITY:

The current condition of the Summit Park Apartments is hindering property values of the surrounding neighborhoods. If successful, the development of the City property and the redevelopment of the apartments would result in a more sustainable environment in the area.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council approval of a resolution authorizing the City Manager to negotiate and enter into a development agreement with Banc of America Community Development Corporation.

Attachment 1 Location Map



Project Area

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARROLLTON, TEXAS, AND BANC OF AMERICA COMMUNITY DEVELOPMENT CORPORATION FOR PROPERTY LOCATED AT 1504 NORTH JACKSON STREET, 1050 PARK AVENUE, AND 1120 PARK AVENUE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DEVELOPMENT AGREEMENT WITH BANC OF AMERICA COMMUNITY DEVELOPMENT CORPORATION; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carrollton, Texas (“City Council”), has authority to reduce blight in order to protect the health, safety and welfare of the residents of the City of Carrollton, Texas (“City”); and

WHEREAS, the City Council has taken steps towards reducing blight in and near the City’s Transit-Oriented District; and,

WHEREAS, the City has planned to develop its transit-oriented development property at 1504 North Jackson Street; and

WHEREAS, Banc of America Community Development Corporation (the “Developer”) is in development negotiations with the owners of the Summit Park Apartments located 1050 Park Avenue and 1120 Park Avenue;

WHEREAS, the Summit Park Apartments are aging apartments that adversely affect the adjacent to the City property at 1504 North Jackson Street, the W.J. Thomas Park and Splash Park, and the Green Trail; and

WHEREAS, the City and Developer recognize the potential to develop the three properties, consisting of 30.97 acres, together may overcome current market hurdles hindering redevelopment; and

WHEREAS, City requires the execution of a development agreement pursuant to Section 212.172 of the Texas Local Government Code to protect the best interests of the City and assure the development of a properly planned and sustainable development on the City Property;

WHEREAS, City and Developer, in mutual consideration for a Development Agreement, have agreed to the matters set forth therein to promote development on the City Property in such a manner that provides for the orderly development of the City; and

WHEREAS, upon full review and consideration of the terms contained herein, the City Council is of the opinion that the City Manager should be authorized to negotiate and execute a Development Agreement, in a form approved by the City Attorney, with Banc of America Community Development Corporation, and 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 terms and conditions of the development agreement with Banc of America Community Development Corporation, 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 negotiate and execute a development agreement and all other documents in connection therewith, on behalf of the City of Carrollton, for a term of seven months and substantially according to the terms and conditions set forth in this Resolution.

SECTION 4

This Resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

Peter J. Braster,
Senior Development Manager

Ravi Shah
Director of Development Services



City of Carrollton

Agenda Memo

File Number: 2329

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *47.

CC MEETING: November 3, 2015

DATE: October 28, 2015

TO: Leonard Martin, City Manager

FROM: Peter J. Braster, Senior Development Manager

Consider A **Resolution Authorizing The City Manager To Negotiate And Execute An Economic Development Incentive Agreement With Louise Ann And Lee B. Gibson At 1104 Elm Street** In An Amount Not To Exceed \$10,000.00.

BACKGROUND:

In June of 2007, City Council adopted the *Retail Re-Development and Rehabilitation Grant Program* to provide financial incentives to existing retail shopping centers and other retail facilities for enhancements and/or redevelopment. On September 3, 2013 the City Council amended the program to include Historic Downtown Carrollton. The program is attraction/retention-based with the goal of attracting new business to Downtown Carrollton.

City staff has been working with the property owner and restaurant tenant. The restaurant is named 55 Degrees and will be offering lunch and dinner with an expanded wine menu. Staff presented the benefits of the façade improvement at the September 9, 2015 City Council TOD Sub-Committee meeting. The members of the Sub-Committee unanimously recommended approval of the incentive agreement.

The proposed façade improvements meet the goals of the grant program, based upon the criteria established by City Council. Although the proposed improvements are not an exact restoration of the building's 1901 façade, it does represent a consistent historical adaptation of several building facades around the Historic Downtown Square. The building's landlord is contributing a \$26,500 package of tenant improvements, FFE, and contributing towards the façade. In accordance with the grant program, the grant is receipt-reimbursement based.

The property is located within a Neighborhood Empowerment Zone. Therefore, building permit and inspection fees for the improvements and other contractor registration and licensing fees are included as part of this incentive package. All applicable building permits, contractor registrations and licensing must be obtained prior to the commencement of any construction

work. In addition, all applicable City health inspection permit fees will be included as part of this incentive package.

FINANCIAL IMPLICATIONS:

Under the grant program of the City, the building's owner (Louise Ann and Lee B. Gibson) is eligible for a grant not to exceed \$10,000.

IMPACT ON COMMUNITY SUSTAINABILITY:

In accordance with the Economic Development plan of enhancing the tax base through redevelopment and business attraction, this project meets all criteria.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to negotiate and execute an economic development incentive agreement with Louise Ann and Lee B. Gibson at 1104 Elm Street in an amount not to exceed \$10,000.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND LOUISE ANN GIBSON AND LEE B GIBSON, ESTABLISHING A PROGRAM OF GRANTS IN AMOUNTS NOT TO EXCEED \$10,000 FOR 1104 ELM STREET TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carrollton, Texas (“City Council”), has authority to reduce blight in order to protect the health, safety and welfare of the residents of the City of Carrollton, Texas (“City”); and

WHEREAS, the City Council has taken steps towards reducing blight in the City’s Transit Oriented District; and,

WHEREAS, the City has created a revitalized Historic Downtown Carrollton Square with its renovation and new programing; and

WHEREAS, 1104 Elm Street is located on the Historic Downtown Carrollton Square; and

WHEREAS, Louise Ann Gibson and Lee B Gibson (collectively “Owner”) plan to renovate the interior and exterior for the purpose of opening a full service restaurant; and

WHEREAS, the City Council has been presented a grant request by the Owner to establishing a program of grants in an amount not to exceed \$10,000 for the redevelopment of 1104 Elm Street, which property is further described by its legal description as Original Town Carrollton, Block N Lot 3, City of Carrollton, Dallas County, in order to promote local economic development and stimulate business and commercial activity within the City in accordance with the City’s Retail Re-Development and Rehabilitation Grant Program (a Chapter 380 Economic Development Program); and,

WHEREAS, upon full review and consideration of the terms of the request, 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 negotiate and execute an agreement with Company on behalf of the City of Carrollton;

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

Section 1

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

SECTION 2

The requested terms and conditions of a proposed economic development agreement with Louise Ann Gibson and Lee B Gibson, 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 negotiate and execute an economic development agreement, and all other documents in connection therewith, on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in this Resolution, but not to exceed \$10,000.

SECTION 4

This Resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 3rd day of November, 2015.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

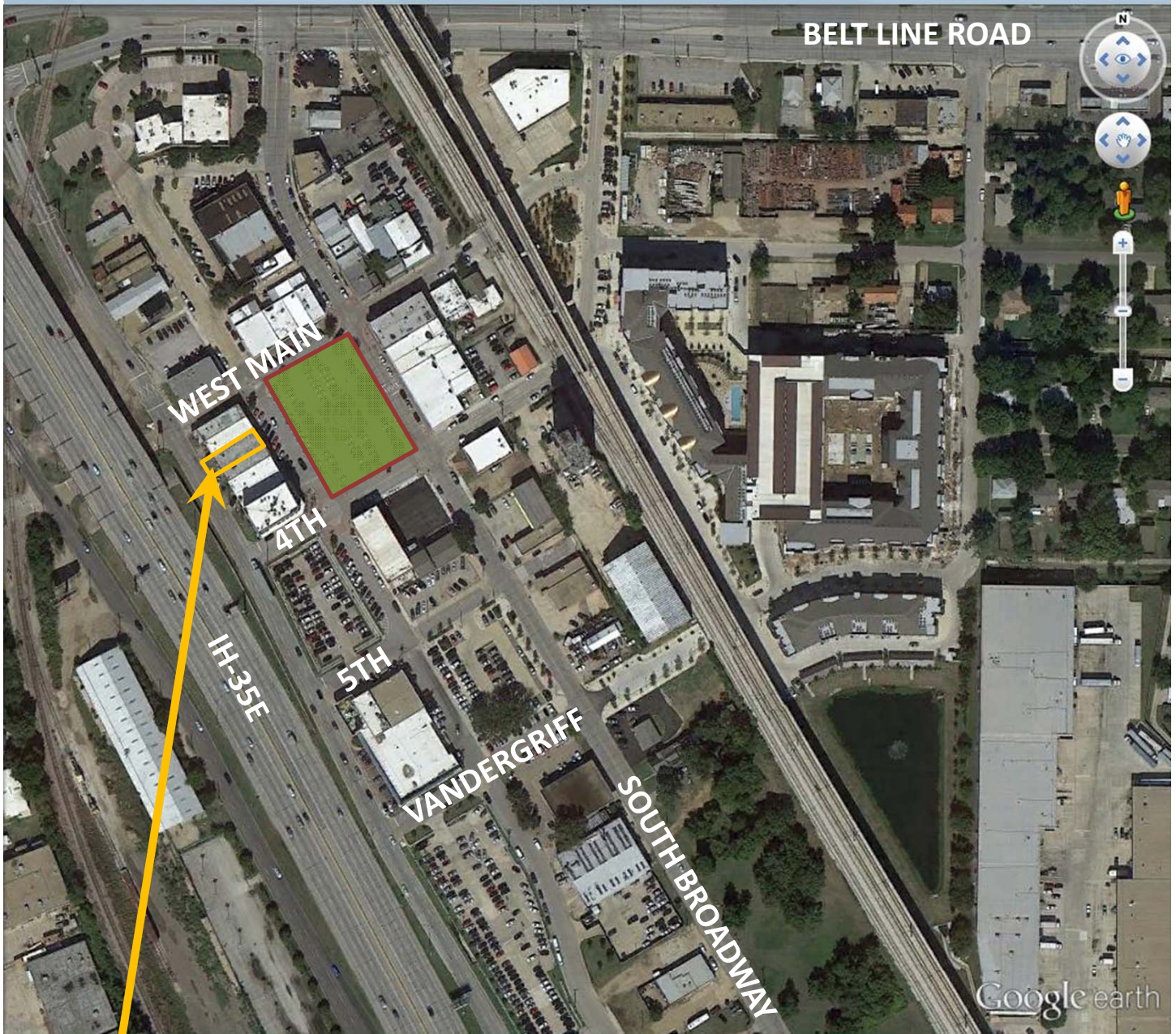
Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT:

Peter J. Braster
Senior Development Manager

Ravi Shah
Director of Development Services

Attachment 1 Location Map



1104 Elm Street

Historic Square

Subject Property

Attachment 2
Proposed Façade Improvement and Scope



Existing Façade



Proposed Façade

Attachment B (continued)

Proposed Façade Improvement and Scope

Scope of Façade Improvement Work:

- 1) Replace front door with new clear anodized aluminum store front door with 10" bottom rail. Standard push and pull handle, standard cylinder and ¼" tempered glass.
- 2) Replace larger window found left of the front door with a new clear anodized aluminum store front window.
- 3) Replace (2) smaller upper windows with new clear anodized aluminum store front windows.
- 4) Re-bricking the entire Store Front (upper and lower). This will remove the possible issue of mismatched brick.
- 5) Installing a capstone to top of re-bricked store front.



City of Carrollton

Agenda Memo

File Number: 2330

Agenda Date: 11/3/2015

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *48.

CC MEETING: November 3, 2015

DATE: October 27, 2015

TO: Leonard Martin, City Manager

FROM: Erin Rinehart, Assistant City Manager and Scott Whitaker, Parks and Recreation Director

Consider A **Resolution Authorizing The City Manager To Amend The Interim Management Services Agreement With Eagle/Arcis Golf For Course Maintenance And Management** In An Amount Not To Exceed \$2,372,693.

BACKGROUND:

Indian Creek Golf Course has been closed since May 28, 2015, due to flooding. An additional flood event on June 16 resulted in both courses remaining closed. On October 13, 2015, the City Council authorized the City Manager to negotiate a managed service contract with Eagle/Arcis Golf for the operation of the Lakes Course and basic maintenance of the Creek Course.

In October, the City, an independent Agronomist, and Eagle/Arcis Golf re-evaluated the costs and timeline to reopen the Creek Course for play. The non-recurring capital expense to reopen the Creek Course is between \$690,000 - \$900,000, depending on the turf response to aerification and other fairway repair methods. Several repair/maintenance items would need appropriate bids/quotes to get a precise cost and to fulfill state bid law requirements, which is also necessary to potentially qualify for FEMA reimbursements. The City is currently submitting all necessary documentation to pursue FEMA reimbursements, however, there is no guarantee when or how much FEMA will reimburse. Eagle/Arcis Golf would work with the City to complete the Creek Course repairs in the winter and spring growing season with a goal to open the Creek Course for play in summer 2016. The opening date for play on the Creek Course is highly dependent on the response of the turf to various methods of fairway repair and weather. The estimated repair work does not include any future flood mitigation for the Creek Course.

The operating expense and management fee would include Lakes and Creek Course maintenance, supplies, personnel, administrative cost, and insurance. The recurring annual costs

for the remainder of 2015 and 2016 for BOTH the Lakes and Creek Courses are listed below.

Eagle/Arcis Maint. Nov- Dec 2015	\$160,000
Eagle/Arcis Operating 2016	\$2,212,693
Total Amount Paid to Eagle/Arcis Golf	\$2,372.693
Estimated Revenue (April-Dec 2016)	\$1,437,710
*Total expense less revenues:	(\$934,983)

*The total is dependent on the revenues and may increase/decrease if estimated revenues do not meet projections or exceed projections, or if weather impacts the play next year. It is also dependent on the opening date of the Creek Course. Also, it should be noted that the not to exceed quote of \$2,372,693 is based upon normal operations. Severe weather or other unforeseen conditions beyond the control of Eagle/Arcis Golf or the City of Carrollton, could impact that number.

In addition to the fees for operation and maintenance of the Lakes and Creek Course, the City would be responsible for direct expenses, such as utilities, a cart lease, facility maintenance and capital improvements.

Cart Lease	\$136,000
2015 (Nov/Dec) Est. City Operating	\$25,000
2016 Estimated City Operating	\$172,000
Estimated Ongoing Capital Maintenance	\$100,000
*Total	\$433,000

***The recurring expenses listed above do not include the overhead allocation to the General Fund of \$334,158, or the remaining debt service payment for 2016 of \$407,628 and the payment for 2017 of \$373,661.**

FINANCIAL IMPLICATIONS:

The Eagle/Arcis fee for maintenance and operation of the Lakes and Creek Course for November 2015 through December 2016 would be an amount not to exceed \$2,372,693. In addition to the fees paid to Eagle/Arcis Golf the City would be responsible for the direct expenses listed above. In the event that the decision is made to reopen the Creek Course, the City will bid/quote the repair work, which is estimated to be \$690,000-\$900,000 depending on the turf response to aerification and other fairway repair efforts.

STAFF RECOMMENDATION/ACTION DESIRED:

If the City Council desires to open the Creek Course at Indian Creek Golf Course in summer 2016, the staff recommends entering into a contract with Eagle/Arcis Golf for an amount not to exceed \$2,372,693.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO AMEND THE AGREEMENT WITH EVERGREEN ALLIANCE GOLF LIMITED, LP DBA ARCIS GOLF FOR MAINTENANCE AND MANAGEMENT OF INDIAN CREEK GOLF COURSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The City Manager is hereby authorized to amend the contract with Evergreen Alliance Golf Limited LP dba Arcis Golf ("Arcis Golf") for maintenance and management of Indian Creek Golf Course for an amount not to exceed \$2,372,693.

The contract is to be paid from the Golf Fund.

SECTION 2

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

SECTION 3

This resolution shall take effect on November 3, 2015.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this _____ day of _____, _____.

Matthew Marchant, Mayor

ATTEST:

Krystle F. Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT:

Erin Rinehart,
Assistant City Manager



City of Carrollton

Agenda Memo

File Number: 2302

Agenda Date: 11/3/2015

Version: 1

Status: Public
Hearing/Individual
Consideration

In Control: City Council

File Type: Public Hearing

Agenda Number: 49.

CC MEETING: November 3, 2015

DATE: October 22, 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 Special Use Permit For An Apartment Complex With Special Conditions On An Approximately 11.5-Acre Tract Located At The Northeast Corner Of Carrollton Parkway And SH-121/Sam Rayburn Tollway; Amending Accordingly The Official Zoning Map. Case No. 09-15SUP2 Alexan Carrollton Apartments. Case Coordinator: Michael McCauley.

BACKGROUND:

This is a request for approval of a special use permit to allow an apartment complex.

Planned Development 123 was established in 1992. It has been amended numerous times.

On September 3, 2015, the Planning & Zoning Commission continued the case to the October 1, 2015 meeting to allow the applicant additional time to resubmit revised plans.

STAFF RECOMMENDATION/ACTION DESIRED:

On October 1, 2015, the Planning & Zoning Commission recommended **APPROVAL**. The attached ordinance reflects the action of the Commission. Although the action of the Commission was unanimous, public opposition has been received. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

RESULTS SHEET

Date: 11/04/15

Case No./Name: 09-15SUP2 Alexan Carrollton Apartments

A. STIPULATIONS AND RECOMMENDATIONS:

1. Development shall be consistent with the applicant's exhibits with the following exception:
 - a. The proposed driveway shall line up with Maumee Drive (the lane alignment on Maumee and the developer's ingress and egress shall line up with the through lanes on Maumee Drive).

B. P&Z RECOMMENDATION from P&Z meeting: 09/03/15
Result: **CONTINUED** to 10/01/15 /Vote: 9-0

C. P&Z RECOMMENDATION from P&Z meeting: 10/01/15
Result: **APPROVAL** with stipulations /Vote: 7-0 (Daniel-Nix and Nesbit absent)

D. CC PUBLIC HEARING / ORDINANCE ACTION from CC meeting: 11/03/15
Result: /Vote:

SPECIAL USE PERMIT

Case Coordinator: Michael McCauley

GENERAL PROJECT INFORMATION

SITE ZONING: PD-123 for the (FWY) Freeway District

	<u>SURROUNDING ZONING</u>	<u>SURROUNDING LAND USES</u>
NORTH	City of Lewisville	Single-Family Residential Subdivision
SOUTH	PD-123 for the (SF-5/12), (SF-6.5/12) and (SF-8.4/18) Single-Family Residential Districts	Single-Family Residential Subdivision
EAST	PD-123 for the (SF-5/12) Single-Family Residential District	Single-Family Residential Subdivision
WEST	PD-163 for the (LR-2) Local Retail District	Undeveloped

REQUEST: Approval of a Special Use Permit to allow an apartment complex

PROPOSED USE: Multi-Family (340 unit apartment complex with club house and pool)

ACRES/UNITS: Approximately 11.5 acres/340 units

LOCATION: Northeast corner of Carrollton Parkway and SH-121

HISTORY:

- PD-123 was established in 1992. It has been amended numerous times since – most recently in 2014 for a mini-storage warehouse facility and an assisted living facility located at the southeast corner and northeast corner of Creek Valley Boulevard and SH-121 (Sam Rayburn Tollway), respectively.
- The tract is not platted.
- The site is not developed.

COMPREHENSIVE PLAN: High Intensity Commercial

TRANSPORTATION PLAN: State Highway 121 is designated as a Controlled Access Highway. Carrollton Parkway is designated as an (A6DL) Six-Lane Divided (limited access) Arterial.

OWNER: Numerous owners

REPRESENTED BY: Robert Baldwin/Baldwin Planning

STAFF ANALYSIS

PROPOSAL

This is a request to approve a Special Use Permit (SUP) for an apartment complex consisting of approximately 340 units.

ORDINANCE REQUIREMENTS

- The Comprehensive Zoning Ordinance (CZO) requires a Special Use Permit to allow multi-family development in the (FWY) Freeway District.
- Per PD-123, the following applies:
 - a. A minimum thirty (30) foot landscape buffer along SH-121 and three (3) foot high landscape berm.
Provides a fifteen (15) foot landscape buffer within a thirty (30) foot landscaped area (trees, shrubs and sod).
 - b. Provide a major entry feature at the NEC of Carrollton Parkway & SH-121.
Provided.
- Although the subject property is zoned (FWY) Freeway District, staff has applied many of the (MF-18) Multi-Family District's required design elements into its review.
 - The maximum height for multi-family is two stories, with a maximum height of three stories where an enclosed garage occupies the first floor of the building.
The applicant is proposing three-story apartment buildings to provide an urban scale multifamily development with an approximate building height of 40 feet.
 - Multi-family buildings are required to be at least 1.5 times the height of the main building in (MF) Multi-Family zoned districts when adjacent to (SF) single-family residential zoning districts.
Not provided for the southeastern most three-story building. The site plan shows the building setback is approximately 22 feet from the single-family lots instead of 60 feet. However, the building wall facing the few single-family lots will not have any balconies or windows.

ELEMENTS TO CONSIDER

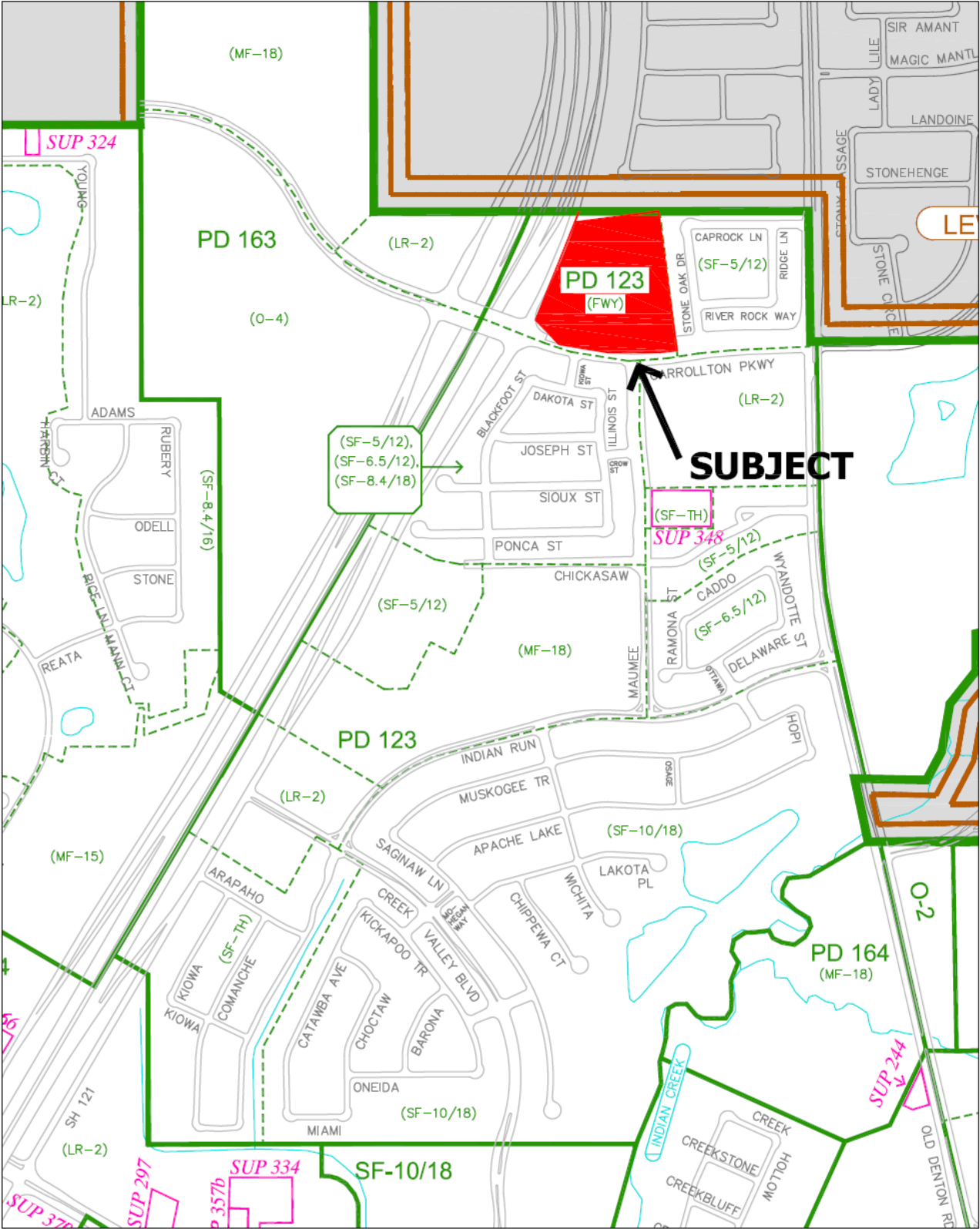
- A six-foot high decorative perimeter wrought iron fence with masonry columns and precast concrete caps along the southern and western sections of the development site is provided.
- The development shares an existing masonry screening wall along the northern and eastern perimeter of the site.

- The architecture provides an urban design suitable for this site with approximately 58% stucco, 24% masonry, 18% cementitious fiberboard. Two nearby adjoining apartment complexes located on the north side of Indian Run and between SH-121 and Maumee Drive, have the same approximate percentages of stucco, brick and siding on their facades.
- Consistency with City Design Guidelines for Multi-Family Residential Development:
 - Variation of wall planes is provided.
 - Consistent design, placement and configuration of parking areas are provided.
 - Variation in color and materials is provided.
 - Site planning and building siting are provided.
 - Entryway features reflecting the overall character of the development is provided.
 - Amenities such as a clubhouse, pool, courtyard and a dog park are provided.
- Uses allowed by-right include warehousing/storage, ambulance service, grocery store, tire store, restaurant, pet kennel and automotive parts/tire store with on-site installation.
- Maximum building height for uses allowed by-right is 75 feet. The proposed apartment complex height is approximately 40 feet.
- The minimum side and rear yard setback for uses allowed by-right is half the building height. The side yard setback for Building 1 (southeastern most building) is approximately 22 feet. Considering the proposed eastern elevation for Building 1 is designed without windows and balconies, staff believes the proposed side yard setback for this building is sufficient.
- On September 3, 2015, the Commission continued the case to the October 1, 2015 meeting to allow the applicant time to resubmit plans addressing the Commission's concern with the eastern elevation for Building 1. The Commission endorsed the revised elevation at their last meeting.

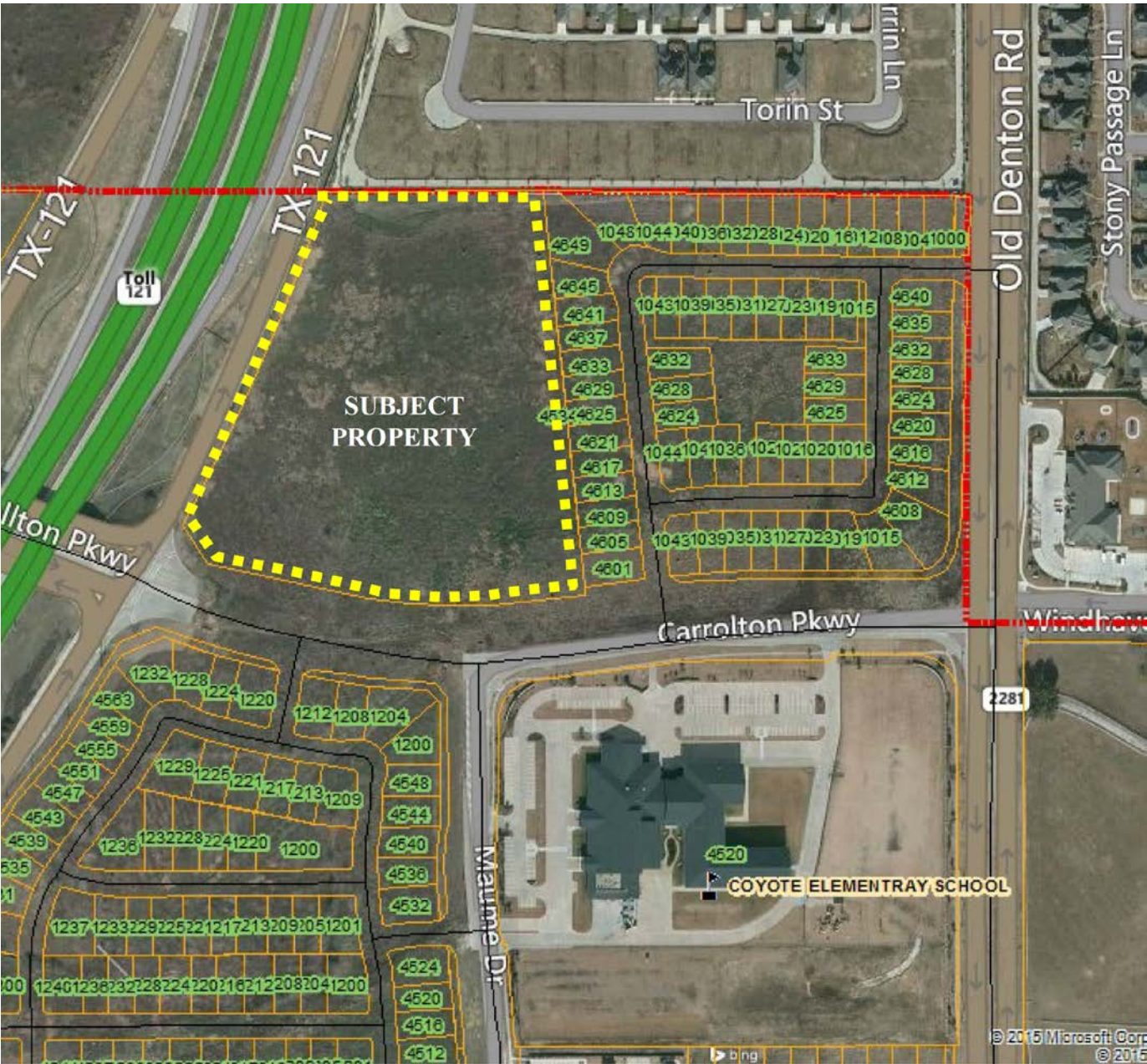
CONCLUSION

Staff considers the proposal an appropriate use for the property and, when considering the uses allowed by-right, provides a nicer transition between SH-121 to the west and the single-family residential subdivisions to the immediate north and east of the subject site. Further, staff supports the Commission's recommendation for approval.

SITE LOCATION AND ZONING MAP



AERIAL PHOTO



APPLICANT'S NARRATIVE

Application Explanation and Description of Request or Project

The request is for a Specific Use Permit to allow for a new 340-unit multifamily project. This results in a density of 29.8 dwelling units per acre. There will be a total of six, three-story buildings and a clubhouse and pool. Each building will have tuck under parking. The property will be extensively landscaped and there will be a landscaped detention area on the north side of the project. The buildings will be pushed towards the street frontages in an effort to create a more appealing design and to screen the major parking areas. There will be two amenity areas on the property.

APPLICANT’S EXHIBITS



3D VIEW - SOUTHWEST CORNER



3D VIEW - SOUTHEAST CORNER



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ALEXAN CARROLLTON CONCEPTUAL 3D VIEWS

Carrollton, TX
09/18/15



BUILDING 1
CONCEPTUAL 3D EAST ELEVATION



Building 2 - Conceptual Elevation - North
Scale: 1/32" = 1'-0"



Building 2 - Conceptual Elevation - South
Scale: 1/32" = 1'-0"

BUILDING 2 - MATERIAL PERCENTAGE	
STUCCO	58%
MASONRY	24%
WOODTONE ACCENT SIDING	12%
FIBER CEMENT SIDING	6%





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ARCHITECTURE **DEMAREST**

CONCEPTUAL TYPICAL SIDE ELEVATIONS

SCALE: 1/16" = 1' - 0"

ALEXAN CARROLLTON

09/24/2015

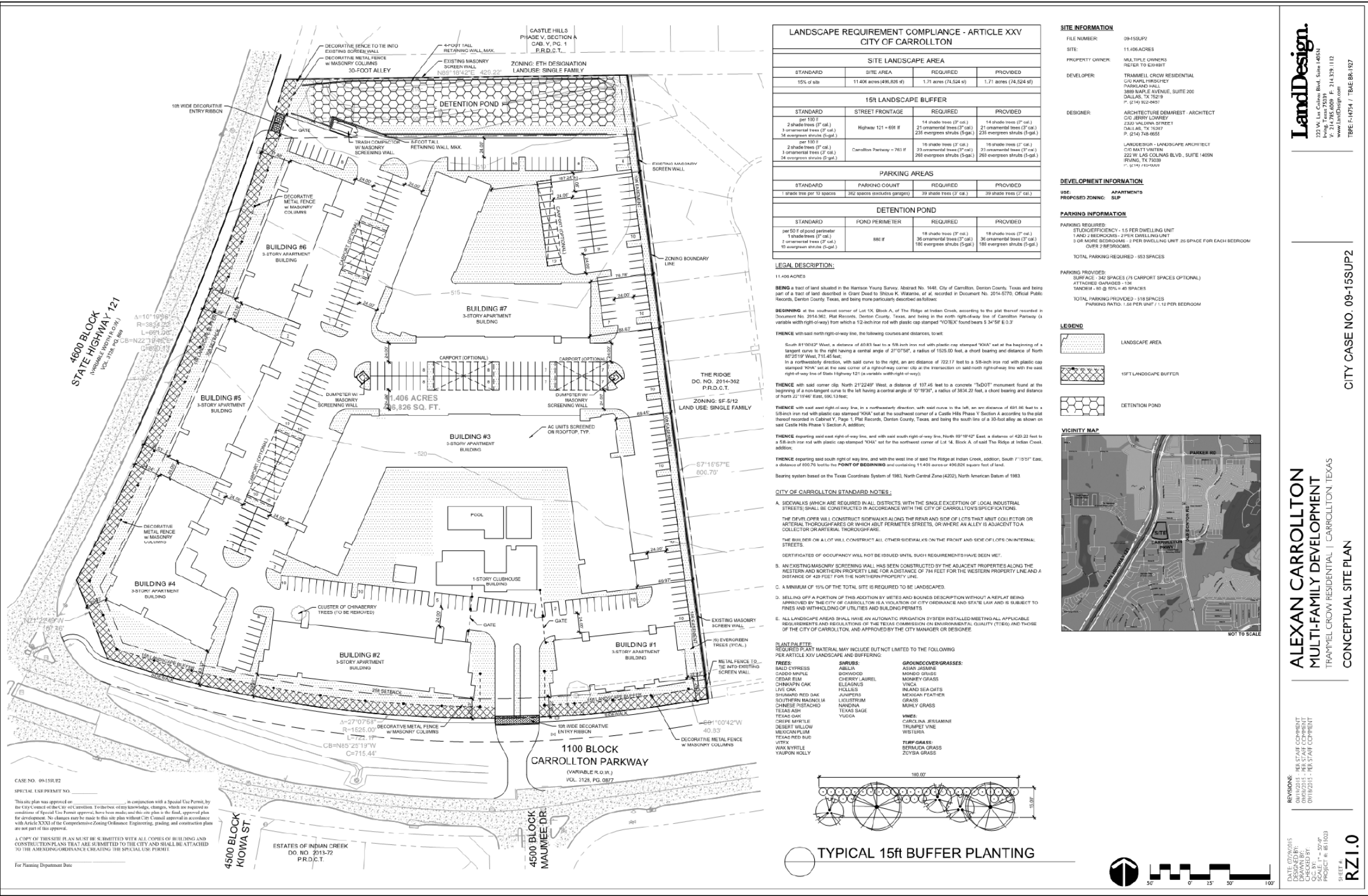


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ALEXAN CARROLLTON CONCEPTUAL 3D VIEW - POOL COURTYARD

Carrollton, TX
09/18/15

CONCEPTUAL SITE PLAN



CONCEPTUAL LANDSCAPE PLAN



**Excerpt from Minutes
Planning & Zoning Commission
Meeting of September 3, 2015**

Public Hearing To Consider And Act On An Ordinance To Amend the Zoning And **Establish A Special Use Permit For An Apartment Complex** With Special Conditions On An Approximately 11.5-Acre Tract Located At The Northeast Corner Of Carrollton Parkway And SH-121; Amending Accordingly The Official Zoning Map. **Case No. 09-15SUP2 Alexan Carrollton Apartments.** Case Coordinator: Michael McCauley.

McCauley presented the request and advised that the applicant requested to continue the case as they further their public outreach with adjoining neighbors and requested the case be continued to the October 1, 2015 meeting.

Robert Baldwin, Baldwin Planning, 3904 Elm Street, Suite B, Dallas, representing Trammel Crow Residential, stated they were working with the neighbors to the east of the site (developer and home builder) on fine tuning the site plan and landscape plan to address some of the concerns. He stated the revised plan would reflect a lot more trees and shrubs along the eastern property line and dumpsters located away from the property line.

Chair McAninch advised that she would be interested in seeing the side elevation for Building #1, which faces the adjoining neighborhood. She said she understood it would be a solid wall for three stories facing the neighborhood. Mr. Baldwin said he would have the elevation for the Commission. He also stated that they would propose some type of design with either materials or colors to address this to make it look like windows or some type of activity on that side, even though there won't be. He also said there would be enhanced landscaping in front of that to help.

Chair McAninch opened the public hearing and invited speakers to the podium; there were no speakers.

- * Kiser moved to continue Case No. 09-15SUP2 Alexan Carrollton Apartments to the October 1, 2015 meeting keeping the public hearing open; second by Daniel-Nix and the motion was approved with a unanimous 9-0 vote.*

**Excerpt from Draft Minutes
Planning & Zoning Commission
Meeting of October 1, 2015**

Public Hearing To Consider And Act On An Ordinance To Amend the Zoning And Establish A Special Use Permit For An Apartment Complex With Special Conditions On An Approximately 11.5-Acre Tract Located At The Northeast Corner Of Carrollton Parkway And SH-121; Amending Accordingly The Official Zoning Map. Case No. 09-15SUP2 Alexan Carrollton Apartments. Case Coordinator: Michael McCauley.

McCauley presented the case noting that the public hearing from the previous meeting had remained opened and the case was continued to the October meeting to allow the applicant time to resubmit the request based on the Commission's direction as well as further outreach and coordination with the neighbors to the east of the site. Staff felt the applicant met the direction provided by the Commission and recommended approval with stipulations. No comments had been received from the public.

Robert Baldwin, 3904 Elm Street, Suite B, Dallas, representing Trammel Crow Residential, advised that with the additional time provided by the Commission, they were able to redesign the end of the building closest to the neighbor to the east to make it more interesting and provide privacy. He brought attention to the elements and design that had been changed to address the concerns. He felt it was a good use for the location. He stated he read and was in agreement with staff stipulations.

Stotz voiced concern with the units that face Lot 4601 and 4605 and Mr. Baldwin advised that the developer still owned those lots and was satisfied that the proposal was reasonable.

Chair McAninch noted the public hearing was still open and invited speakers to the podium.

Randall Chrisman, 1501 Broken Bow Trail, Carrollton, voiced concern about the appropriateness of having a 3-story building next to someone's back yard. He suggested that at the very least, the building be limited to 2-stories to address the impact on the single-family neighborhood and urged the Commission to deny the request. He spoke in favor of less density and a more ownership feel to the use.

There being no other speakers, Chair McAninch closed the public hearing. She offered the applicant an opportunity to provide closing remarks.

Mr. Baldwin reiterated their opinion that the use was appropriate for the location. He noted that the zoning allows for structures 75 ft in height to be much closer to the east than the proposed use. He stated they shared the plans with the developers to the east who were supportive of the application.

Chair McAninch asked about the types of uses that would be allowed on the site and McCauley replied that the only type of dwelling would be by SUP for an apartment complex. The allowed uses by-right would be a grocery store, commercial settings as well as a warehouse distribution use and would have an allowable height of 75 ft. He also noted those uses could be closer than the proposed

setbacks. He advised that staff recommended approval because it would be a nice transition as opposed to what uses are allowed by-right.

Kiser voiced his opinion that the proposed use would be a better transition than the use currently allowed by-right.

** Chadwick moved approval of Case No. 09-15SUP2 Alexan Carrollton Apartments with stipulations; second by Kraus and the motion was approved with a 7-0 vote.*

PLANNING DEPARTMENT
City of Carrollton

SPECIAL USE PERMIT NO. 427
DEVELOPMENT NAME: Alexan Carrollton

ORDINANCE NUMBER _____

ORDINANCE NO. _____ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING SPECIAL USE PERMIT NUMBER 427 FOR AN APARTMENT COMPLEX UPON PROPERTY LOCATED AT THE NORTHEAST CORNER OF CARROLLTON PARKWAY AND SH-121; 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 1st day of October, 2015, the Planning & Zoning Commission considered and made recommendation on a certain request for a Special Use Permit (Case No. 09-15SUP2); 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 Number 427 is hereby established for a certain approximately 11.5-acre tract located at the northeast corner of Carrollton Parkway and SH-121 and described on the attached Exhibit A and depicted on the attached Exhibit B, providing for the following:

I. Permitted Use

Apartment Complex

II. Special Development Standards

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

1. Development shall be in substantial conformance with Exhibits C, D and E with the following exception:
 - a. The proposed driveway shall line up with Maumee Drive (the lane alignment on Maumee and the developer's ingress and egress shall line up with the through lanes on Maumee Drive).

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 the 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 Third day of November, 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

LEGAL DESCRIPTION:

11.406 ACRES

BEING a tract of land situated in the Harrison Young Survey, Abstract No. 1448, City of Carrollton, Denton County, Texas and being part of a tract of land described in Grant Deed to Shizue K. Watanabe, *et al*, recorded in Document No. 2014-5770, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of Lot 1X, Block A, of The Ridge at Indian Creek, according to the plat thereof recorded in Document No. 2014-362, Plat Records, Denton County, Texas, and being in the north right-of-way line of Carrollton Parkway (a variable width right-of-way) from which a 1/2-inch iron rod with plastic cap stamped "VOTEX" found bears S 34°58' E 0.3'

THENCE with said north right-of-way line, the following courses and distances, to wit:

South 81°00'42" West, a distance of 40.83 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 27°07'58", a radius of 1525.00 feet, a chord bearing and distance of North 85°25'19" West, 715.45 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 722.17 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the east corner of a right-of-way corner clip at the intersection on said north right-of-way line with the east right-of-way line of State Highway 121 (a variable width right-of-way);

THENCE with said corner clip, North 21°22'49" West, a distance of 107.46 feet to a concrete "TxDOT" monument found at the beginning of a non-tangent curve to the left having a central angle of 10°19'36", a radius of 3834.22 feet, a chord bearing and distance of North 22°19'46" East, 690.13 feet;

THENCE with said east right-of-way line, in a northeasterly direction, with said curve to the left, an arc distance of 691.06 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the southwest corner of a Castle Hills Phase V Section A according to the plat thereof recorded in Cabinet Y, Page 1, Plat Records, Denton County, Texas, and being the south line of a 30-foot alley as shown on said Castle Hills Phase V Section A, addition;

THENCE departing said east right-of-way line, and with said south right-of-way line, North 89°18'42" East, a distance of 429.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northwest corner of Lot 14, Block A, of said The Ridge at Indian Creek, addition;

THENCE departing said south right of way line, and with the west line of said The Ridge at Indian Creek, addition, South 7°15'57" East, a distance of 800.76 feet to the **POINT OF BEGINNING** and containing 11.406 acres or 496,826 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT B
LOCATION MAP

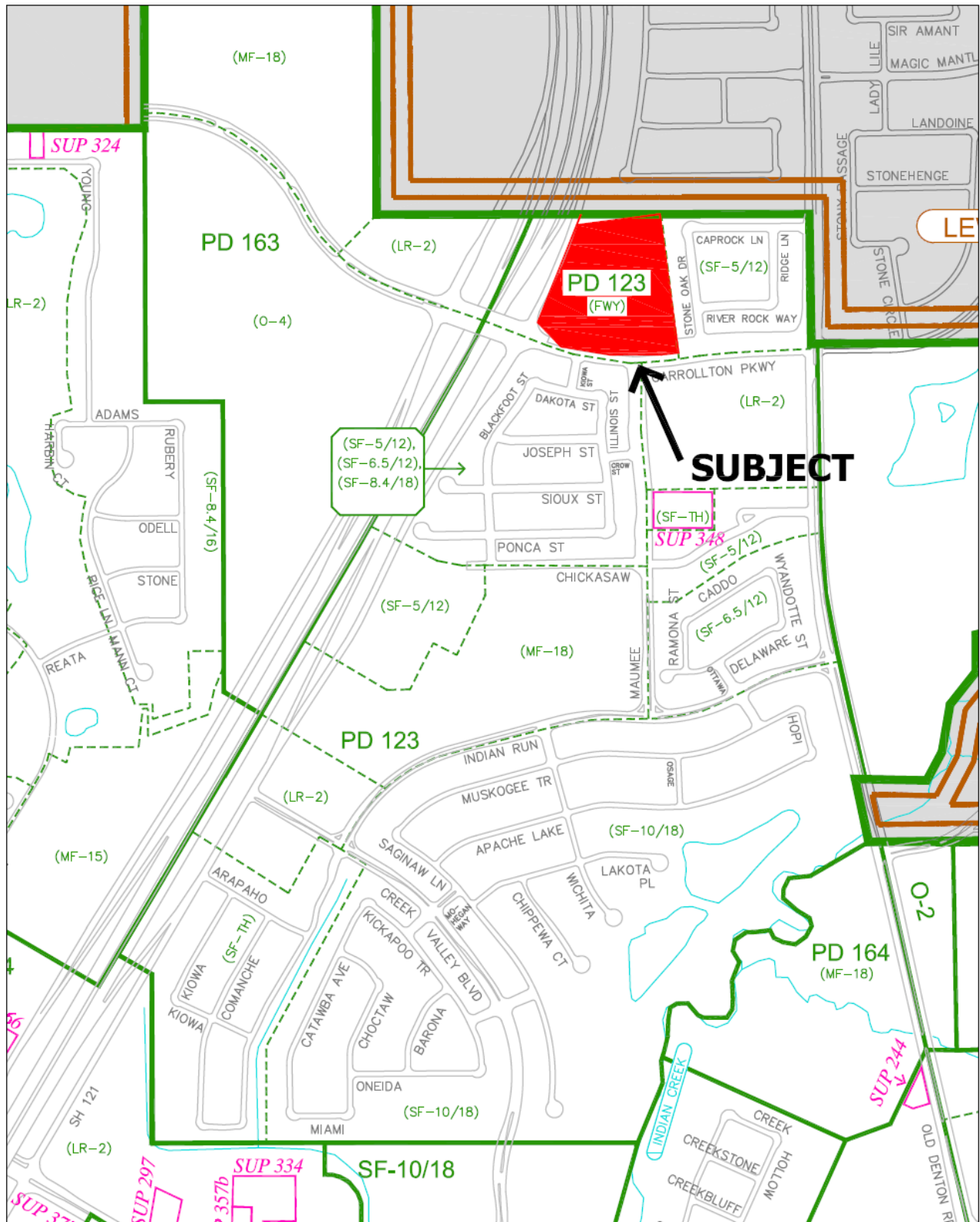


EXHIBIT C
CONCEPTUAL BUILDING ELEVATIONS 1 OF 3



3D VIEW - SOUTHWEST CORNER



3D VIEW - SOUTHEAST CORNER



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FARMERSVILLE, TX 77430
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ALEXAN CARROLLTON CONCEPTUAL 3D VIEWS

Carrollton, TX
09/18/15

EXHIBIT C
CONCEPTUAL BUILDING ELEVATIONS 2 OF 3



BUILDING 1
CONCEPTUAL 3D EAST ELEVATION



Building 2 - Conceptual Elevation - North
Scale: 1/32" = 1'-0"



Building 2 - Conceptual Elevation - South
Scale: 1/32" = 1'-0"

BUILDING 2 - MATERIAL PERCENTAGE	
STUCCO	35%
BRICK	24%
WOODSTONE ACCENT SIDING	15%
FIBER CEMENT SIDING	15%



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ALEXAN CARROLLTON CONCEPTUAL ELEVATIONS

Carrollton, TX
09/18/15

EXHIBIT C
CONCEPTUAL BUILDING ELEVATIONS 3 OF 3



ALEXAN CARROLITON
09/24/2015

CONCEPTUAL TYPICAL SIDE ELEVATIONS
SCALE: 1/16" = 1'-0"



EXHIBIT E

CONCEPTUAL LANDSCAPE PLAN

