

# City of Carrollton

*1945 E. Jackson Road  
Carrollton, TX 75006*



## REGULAR WORKSESSION & MEETING

**Tuesday, April 5, 2016**

**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 551.072** to discuss certain matters regarding real property.
  - **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.

**\*\*\*WORKSESSION\*\*\***

4. Discuss Community Service Funding Process.
5. Discuss Multi-Year Budget And Financial Forecast.
6. Discuss May-June-July 2016 Council Meeting Calendar And Strategic Planning Session Dates.
7. Discuss Use Of City Credit For Infrastructure Upgrade.
8. Mayor and Council reports and information sharing.

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

9. Present A Proclamation Declaring April 5, 2016 As Hebron High School State Champion Jerhett Lee Day.
10. Present A Proclamation Declaring April 2016 As Child Abuse Awareness Month.

**PUBLIC FORUM**

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

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

**CONSENT AGENDA**

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

**MINUTES**

- \*12. Consider Approval Of The March 22, 2016 Regular Meeting Minutes.

**BIDS & PURCHASES**

- \*13. Consider Approval Of The Purchase Of Ammunition For The Police Department From A Variety Of Vendors In An Amount Not To Exceed \$61,000.00.
- \*14. Consider Approval Of The Purchase Of An Interactive EMS Patient Training Simulator, 70 Training Modules, Two Amputation Simulators, And Extended Warranty From CAE Healthcare In An Amount Not To Exceed \$70,000.00.
- \*15. Consider Authorizing The City Manager To Reject All Bids Received For The Downtown Municipal Kiosk Project.

**CONTRACTS & AGREEMENTS**

- \*16. Consider Authorizing The City Manager To Enter Into A Discretionary Service Agreement With Oncor Electric Delivery For The Relocation Of A Steel Utility Pole At The Northeast Corner Of Old Denton Road And PGBT/Trinity Mills Road In An Amount Not To Exceed \$156,700.00.
- \*17. Consider Authorizing The City Manager To Approve A Contract With Gibson And Associates For The Repair Of Roadway Bridges At Six Locations Across The City In An Amount Not To Exceed \$115,724.00.
- \*18. Consider Authorizing The City Manager To Approve A Project Specific Agreement (PSA) With Dallas County Road And Bridge District No. 4 For An Asphalt Mill And Overlay Of The 3200 Through 3600 Blocks Of Cemetery Hill Road, The 1800 Through 1900 Blocks Of Homer Street And The 1800 Block Of Norris Street In An Amount Not To Exceed \$198,646.72.

## ORDINANCE

- \*19. Consider All Matters Incident And Related To The Issuance And Sale Of “City Of Carrollton, Texas, General Obligation Improvement And Refunding Bonds, Series 2016”, Including The Adoption Of An Ordinance Authorizing The Issuance Of Such Bonds, Establishing Parameters For The Sale And Issuance Of Such Bonds And Delegating Certain Matters To Authorized Representatives Of The City.

## RESOLUTIONS

- \*20. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A “Billboard Removal” Tax Rebate Agreement With Overlook At Prestonwood, LP, Located At 3033 East Hebron Parkway In An Amount Not To Exceed \$285,000.00.
- \*21. Consider A Resolution Authorizing The City Manager To Execute A Contract With Wehner Multifamily, LLC, For Asset Management Services In An Amount Not To Exceed \$33,368.00.
- \*22. Consider A Resolution Authorizing The City Manager To Amend The Lease Agreement With MKNC III, LLC For City-Owned Property At 1309 South Broadway And Providing A Tenant Allowance In An Amount Not To Exceed \$310,000.00.

## PUBLIC HEARING-CONSENT AGENDA



- \*23. Hold A Public Hearing And Consider An Ordinance To Amend The Zoning On An Approximately 20.3-Acre Tract Located On The South Side Of Parker Road/FM 544 Between Josey Lane And Plano Parkway To Allow For Warehousing And Storage With Modified Development Standards, Amending The Official Zoning Map Accordingly. Case No. 03-16Z1 Interceramic (Zoning). 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 1st day of April 2016 at 12:00pm.*

*Laurie Garber*

*Laurie Garber, City Secretary*

*This building is wheelchair accessible. For accommodations or sign interpretive services, please contact City Secretary's Office at least 72 hours in advance at 972-466-3005. Opportunities and services are offered by the City of Carrollton without regard to race, color, age, national origin, religion, sex or disability.*

*Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda. Further, the Texas Open Meetings Act, codified in Chapter 551 of the Texas Government Code, does not require an agenda posting where there is a gathering of a quorum of the City Council at a regional, state or national convention or workshop, social function, convention, workshop, ceremonial event or press conference. The City Secretary's Office may occasionally post agendas for social functions, conventions, workshops, ceremonial events or press conference; however, there is no legal requirement to do so and in the event a social function, convention, workshop, ceremonial event or press conference is not posted by the City Secretary's Office, nothing shall preclude a quorum of the City Council from gathering as long as "deliberations" within the meaning of the Texas Open Meetings Act do not occur.*

*FIREARMS PROHIBITED at City Council meetings pursuant to Texas Penal Code Sections 46.035(c) and 30.05.*





# City of Carrollton

## Agenda Memo

File Number: 2538

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 4.

**CC MEETING:** April 5, 2016

**DATE:** March 7, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Bob Scott, Assistant City Manager

Discuss Community Service Funding Process.

### **BACKGROUND:**

As part of the annual budget process, City Council considers requests from community service entities for contract services funding. During the FY 16 budget process, Council requested that the process be reviewed for changes before the start of the FY 17 budget process.

The current community service funding process is as follows:

- In May, staff sends out applications to all entities that requested funds in the prior year (whether or not they were funded) and any additional entities that have contacted us during the year.
- The applications includes:
  - Whether the entity provides services to all Carrollton residents (regardless of county/ISD boundaries)
  - Financial information
  - In-kind services provided from the City
  - Number of Carrollton residents served
  - Services provided
- Applications are due back in June. In addition to the application, the entities provide supporting documentation, i.e. marketing materials, financial statements, IRS tax determination letters.
- In August, a summary of all requested funding and copies of the applications are set to Council Members and a work session is scheduled to determine budgeted funding levels.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Deliberate on any desired changes to Community Service funding process.

**CITY OF CARROLLTON  
COMMUNITY SERVICE FUNDING  
FUNDING HISTORY**

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
<b><u>General Fund</u></b>					
Bea's Kids	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CASA of Denton County, Inc.	1,675	2,500	2,500	2,500	2,500
Children's Advocacy Ctr for Denton County	14,360	25,000	25,000	25,000	25,000
Christian Community Action	-	3,320	3,320	3,320	3,320
The Family Place	3,355	5,000	5,000	5,000	5,000
Keep Carrollton Beautiful	4,000	4,000	4,000	4,000	-
Launchability	3,355	5,000	5,000	5,000	-
Metrocrest Community Clinic	7,500	12,000	12,000	12,000	12,000
Metrocrest Services, Inc.	238,180	238,180	270,000	300,000	310,000
Metrocrest Services, Inc. - <b>one time funding</b>	-	110,000	65,000	-	-
Mosaic - <b>one time funding</b>	-	-	-	2,500	-
<b>General Fund Total</b>	<u><b>274,925</b></u>	<u><b>410,000</b></u>	<u><b>396,820</b></u>	<u><b>364,320</b></u>	<u><b>362,820</b></u>
<b><u>Hotel/Motel Tax</u></b>					
Carrollton Wind Symphony	9,500	9,500	9,500	9,500	9,500
Old Downtown Carrollton Association*	16,000	16,000	16,000	16,000	16,000
<b>Hotel/Motel Total</b>	<u><b>25,500</b></u>	<u><b>25,500</b></u>	<u><b>25,500</b></u>	<u><b>25,500</b></u>	<u><b>25,500</b></u>
 <b>Grand Total</b>	 <u><u><b>\$300,425</b></u></u>	 <u><u><b>\$435,500</b></u></u>	 <u><u><b>\$422,320</b></u></u>	 <u><u><b>\$389,820</b></u></u>	 <u><u><b>\$388,320</b></u></u>

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

**CITY OF CARROLLTON  
COMMUNITY FUNDING ASSISTANCE APPLICATION  
GENERAL FUND**

**PLEASE REVIEW THE ENCLOSED INFORMATION BEFORE COMPLETING THIS FORM.  
APPLICATION MUST BE COMPLETED IN ITS ENTIRETY.**

**I. Background Information**

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
P.O. Box/Street Address City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Number of Staff: \_\_\_\_\_ Number of Volunteers: \_\_\_\_\_

Tax-Exempt Organization: Yes \_\_\_\_\_ No \_\_\_\_\_

**All organizations that receive funding must be available to serve all residents of Carrollton, regardless of county or school district boundaries. Is your organization able to meet this requirement? Yes \_\_\_\_\_ No \_\_\_\_\_**

**II. Financial Information**

Amount of funding requested: \$ \_\_\_\_\_

(Please note that all funding will be disbursed on a quarterly basis. The first disbursement will coincide with the beginning of the fiscal year; all subsequent disbursements will be made upon receipt of the Social Services Quarterly Report.)

Intended Use for Funds (provide details) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the impact on services if only partial funding level is available \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	Fiscal Year 2015 (Budgeted)	Fiscal Year 2016 (Projected)
Total Operating Revenues:	\$ _____	\$ _____
Total Operating Expenses:	\$ _____	\$ _____
Total Operating Fund Balances:	\$ _____	\$ _____

What percentage of the organization's annual revenues does this funding request represent? \_\_\_\_\_%

**CITY OF CARROLLTON**  
**COMMUNITY FUNDING ASSISTANCE APPLICATION**  
**GENERAL FUND**

Is/has the organization receiving/received any support in the form of in-kind services (i.e. event support) from the City of Carrollton? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, provide detail:

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**III. Scope of Service/Community Involvement**

How many Carrollton residents did you directly provide services to in the past year?

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What services does your organization provide to Carrollton residents?

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\*\*\*\*\*IF ADDITIONAL SPACE IS NEEDED, PLEASE PROVIDE ANSWERS ON A SEPARATE PAGE\*\*\*\*\*

**IV. Insurance Information**

Will your agency be able to provide proof of the required insurance as noted in Article 4 of the funding contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

I certify that the above information is correct and true to the best of my knowledge.

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

*Please submit your request to:*

**CITY OF CARROLLTON**  
**BUDGET & MANAGEMENT ANALYSIS**  
**Krystle Nelinson**  
**P.O. BOX 110535**  
**CARROLLTON, TX 75011-0535**

**Thank you for your interest and cooperation.**



# City of Carrollton

## Agenda Memo

File Number: 2545

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**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 5.

**CC MEETING:** April 5, 2016

**DATE:** March 15, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Bob Scott, Chief Financial Officer/Assistant City Manager

Discuss **Multi-Year Budget And Financial Forecast.**

### **BACKGROUND:**

Each spring staff presents multi-year forecasts to the City Council, which includes emerging budget issues, in order to receive preliminary guidance regarding the preparation of the annual budget. The formal budget process for City Council will begin in July with the distribution of the preliminary budget culminating in mid-September with the adoption of the operating and capital budgets.

Over the coming months, staff will be preparing the Fiscal Year (FY) 2017 annual operating and capital budget to be presented to City Council on or before July 31, 2016. This budget will also include forecasts for Fiscal Years 2018 and 2019 for the operating funds. The attached Multi-year Budget and Financial Forecast was prepared using certain assumptions as to revenue and expenditure growth including the projected effects of planned additions of programs. Included are the General Fund and Utility Operating Fund. Staff is seeking City Council direction regarding the assumptions used and other items to consider in preparation of the upcoming FY 2017 annual operating and capital budget.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Receive City Council policy direction on the following items related to the multi-year budget, operating budgets and strategic business planning:

- Appropriateness of expenditure assumptions.
- The need for any additional budget briefings prior to the submission of the preliminary budget.
- Areas the City Council may want to consider reducing or increasing service levels.
- Taxation of personal use leased vehicles.
- Other priorities or concerns of City Council not previously discussed.

**FISCAL YEARS 2017 TO 2021**  
**MULTI-YEAR BUDGET AND FINANCIAL FORECAST**  
**KEY FINDINGS AND ASSUMPTIONS**

***General Assumptions***

- Legislation could negatively or positively impact the City's financial forecasts but will not be included until passed.
- New programs representing recurring operating impacts should only be added after careful prioritization.
- Compensation increase pool has been projected at 2% in FY's 2017 and 2018 and at 3% per year in FY's 2019 to 2021.
- Health Insurance rates are projected to increase at a rate of 10% annually.
- The Utility Fund Payment in Lieu of Taxes (PILOT) made to the General Fund is expected to increase 1% annually.
- Changes in City Water and Sewer rates are estimated to increase by 7% for FY 2017, 6% for FY 2018 and 3% per year for FY's 2019 to 2021.
- Natural Gas expenditures are projected to increase 2% annually.
- Solid Waste expenditures are expected to increase by 3% annually.
- Electricity rates are expected to remain flat.
- Risk Allocation Charges are expected to increase by 5% in FY 2018 and again in FY 2020.
- Overhead Allocation Charges are projected for FY's 2017 and 2018 based on forecasts prepared as part of the FY 2016 budget and to have 3% growth annually thereafter.



# ***General Fund***

## **Sources of Funds**

- The FY 2016 recurring sources of funds have been re-estimated and are projected to be \$502,264 or 0.6% less than original budget. These re-estimates are used as the base for the future year projections.
- Ad Valorem taxes are projected to increase by 3% each year in FY 17 and 18 and then increase by 2% each year thereafter.
- Franchise Fees are expected to change as follows:
  - Telecommunications – 3% annual decrease (due to the loss of land lines)
  - Natural Gas – 1% annual increase
  - Electricity and Solid Waste – no change
  - Cable – 3% annual increase
- Sales taxes are projected to increase by 2% each year.
- Fines and forfeitures are projected to increase by 1% annually.
- Investment income is projected to increase 5% per year.
- All other revenue types are estimated to have no growth.
- Leased Vehicle Taxation - In response to concern expressed this year regarding the taxation of leased vehicles, staff has prepared additional information on leased vehicle taxation. The multi-year projections assume all leased vehicles will continue to be subject to ad valorem taxation.

During the 2001 Legislative Session, a bill was passed which exempted personal use leased motor vehicles from taxation but allowed a municipality to continue the practice through the adoption of an ordinance. City Council passed Ordinance No. 2648 in 2001 which provided for the continuation of ad valorem taxation of personal leased vehicles. A survey completed by the State Comptroller's office in 2004 (the most recent year available) found 76 cities chose to continue taxing all leased vehicles, both personal and business.

Staff contacted the appraisal districts for Dallas, Collin and Denton counties to identify other cities that continue to tax personal use leased vehicles. Below are the cities in these counties that continue to tax personal use leased vehicles.

Addison	Carrollton	Cedar Hill
DeSoto	Garland	Lancaster
Mesquite	Richardson	Frisco
Prosper	Argyle	Lake Dallas
Pilot Point		

Additionally, City staff obtained updated values on personal use leased vehicles from the appraisal districts. The following is a summary of the information for the tax year 2015 (FY 2016):

<b>County</b>	<b>Total Taxable Valuation of All Lease Vehicles</b>	<b>Total Taxable Valuation of Personal Use Leased Vehicles</b>	<b>Levy on all Leased Vehicles</b>	<b>Levy of Personal Use Leased Vehicles</b>
Dallas	\$24,258,537	\$16,140,181	\$148,675	\$98,919
Denton	\$58,000,000	\$45,000,000	\$355,468	\$275,794

Based on the information provided, the total property tax levy for tax year 2015 for leased vehicles is \$504,143 with \$374,713 coming from personal use leased vehicles. This amount of revenue represents approximately one-third of a penny of tax rate.

### **Uses of Funds**

- The baseline for Supplies and Contractual Services and Fleet Replacement allocations for FY's 2017 and 2018 are estimated based on forecasts prepared as part of the FY 2016 budget. FY's 2019 to 2021 are projected to have 2% growth annually.
- Other Additions:
  - Operating costs for the new full-time 5<sup>th</sup> Medic Unit are estimated at approximately \$814,000 per year in FY 17.
  - Parks maintenance costs for new parks amenities, including dog parks, enhanced landscaping and trails of about \$87,000 in FY 17 and an additional \$62,000 in FY 18 plus \$81,500 of startup equipment costs between the two years.
  - Maintenance costs for corridor enhancements are projected to increase cost by \$20,000 per year in FY 17, FY 19 and FY 21.
  - Recurring costs of Bond Program additions are included as follows:
    - Splash Pad at about \$34,000 per year starting FY 17.
    - New Police Station at about \$46,000 per year starting May 2017.
- Non-recurring "One-time" Uses of Funds:
  - Subsidy of the Hotel/Motel Tax Fund is for FY 17 and FY 18 are estimated based on forecasts prepared as part of the FY 2016 budget. FY's 19 to 21 are projected to grow by 3% annually.
  - Subsidy of the Golf Course Fund for FY 17 and FY 18 are estimated at 50% of the prior year subsidy.

- General Fund projections for FY 2017 estimate the need for \$2,190,232 in resource increases or reduction in uses of funds. This represents 2.3% of recurring uses of funds or approximately two cents on the tax rate. City staff will continue to look for increased operational efficiencies in its existing operations through various initiatives.

## ***Utility Fund***

### **Sources of Funds**

- Water and Sewer base revenues are anticipated to increase by 1% annually due to growth in the customer base.
- Investment income is projected to increase 5% per year.
- All other Utility Fund revenues are expected to remain constant for future years.
- In addition to the 7.5% rate increase effective March 1, 2016, Utility Fund projections show needed rate increases of 6.6% in FY 2017, 5.6% in FY 2018, 2.9% in FY 2019, 3.6% in FY 2020 and 3.7% in FY 2021.
- These projections are highly dependent of weather patterns which are difficult to predict.

### **Uses of Funds**

- Expenditures related to the contract with Dallas Water Utilities (DWU) for the purchase of treated water are budgeted to increase 13.6% in FY 16 and then are forecasted to grow 3% annually.
- The expenditures for the Trinity River Authority (TRA) to treat Carrollton's wastewater flows are anticipated to change based on the projected rate changes from TRA plus a factor of 1% for growth. TRA rates for FY 16 are budgeted to increase by 14.9%. Projected increases in TRA rates in future years are 11.2% in FY 2017, 7.5% in FY 2018, 6.1% in FY 2019, 7.7% in FY 2020 and 8.1% in FY 2021.
- All other Supplies and Contractual Services and Fleet Replacement allocations for FY's 2017 to 2018 are estimated based on forecasts prepared as part of the FY 2016 budget. FY's 2019 to 2021 are projected to have 2% growth annually.
- Debt service transfers are based on required funding for existing debt issues.
- Non-recurring funding for water and sewer line rehabilitation is projected to remain flat at \$2.9 million.

**CITY OF CARROLLTON  
GENERAL FUND  
MULTI-YEAR BUDGET AND FINANCIAL FORECAST**

	ACTUAL 2014-15	BUDGET 2015-16	ESTIMATE 2015-16	PROJECTED 2016-17	PROJECTED 2017-18	PROJECTED 2018-19	PROJECTED 2019-20	PROJECTED 2020-21
<b>Beginning operating funds</b>	\$ 17,653,594	\$ 14,999,670	\$ 16,443,280	\$ 15,545,671	\$ 15,545,671	\$ 16,058,472	\$ 16,666,839	\$ 17,291,110
<b>Recurring Sources of Funds</b>								
Ad valorem taxes	35,663,441	37,800,495	37,791,631	38,919,980	40,082,179	40,880,223	41,694,227	42,524,512
Sales taxes	24,087,321	24,722,566	24,726,754	25,221,289	25,725,715	26,240,230	26,765,035	27,300,335
Franchise fees	11,395,148	11,345,046	11,256,956	11,275,709	11,297,725	11,323,010	11,351,577	11,383,439
Licenses & permits	2,797,402	2,937,969	2,303,752	2,303,752	2,303,752	2,303,752	2,303,752	2,303,752
Charges for services	5,262,071	4,950,462	5,274,438	5,250,845	5,246,260	5,242,134	5,238,421	5,235,079
Fines & forfeitures	6,692,041	6,234,450	6,027,220	6,087,492	6,148,367	6,209,850	6,271,951	6,334,672
Investment Income	237,911	246,750	300,000	315,000	330,750	347,288	364,652	382,885
Miscellaneous	614,891	495,900	550,623	465,701	465,701	465,701	465,701	465,701
Utility Operating Fund - Payment in Lieu of Taxes	2,489,458	2,514,353	2,514,353	2,539,497	2,564,892	2,590,541	2,616,446	2,642,610
Solid Waste Fund Support	828,900	-	-	-	-	-	-	-
<b>Total Recurring Sources of Funds</b>	<b>90,068,584</b>	<b>91,247,991</b>	<b>90,745,727</b>	<b>92,379,265</b>	<b>94,165,341</b>	<b>95,602,729</b>	<b>97,071,762</b>	<b>98,572,985</b>
<b>Recurring Uses of Funds</b>								
Personnel services	55,196,598	57,190,162	57,190,162	59,431,292	61,541,614	64,317,168	67,242,713	70,326,326
Supplies & Services	9,237,568	12,323,528	12,323,528	13,071,247	13,352,459	13,639,107	13,911,089	14,208,511
Utilities	2,311,411	2,382,566	2,382,566	2,453,570	2,494,827	2,512,058	2,529,793	2,548,044
Allocations	15,934,426	17,321,726	17,321,726	17,685,222	18,320,453	18,987,927	19,561,143	20,070,534
Capital outlay	691,946	555,009	555,009	453,166	504,682	458,676	467,850	477,207
Utility Rate Review	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Essential Technology Replacements Funds	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000
Prior Year's Cancelled Encumbrances	(14,118)	-	-	-	-	-	-	-
<b>Total Recurring Uses of Funds</b>	<b>84,832,831</b>	<b>91,247,991</b>	<b>91,247,991</b>	<b>94,569,497</b>	<b>97,689,035</b>	<b>101,389,936</b>	<b>105,187,588</b>	<b>109,105,622</b>
<b>Net Recurring Funds</b>	<b>5,235,753</b>	<b>-</b>	<b>(502,264)</b>	<b>(2,190,232)</b>	<b>(3,523,694)</b>	<b>(5,787,207)</b>	<b>(8,115,826)</b>	<b>(10,532,637)</b>
<b>Non-recurring "One-time"</b>								
<b>Sources of Funds</b>								
Excess Sales Tax	7,150,701	6,905,434	10,154,179	10,357,263	10,564,408	10,775,696	10,991,210	11,211,034
Repayment from Golf Fund for debt early retirement	407,630	407,630	407,630	373,661	-	-	-	-
<b>Total Non-recurring "One-time"</b>	<b>7,558,331</b>	<b>7,313,064</b>	<b>10,561,809</b>	<b>10,730,924</b>	<b>10,564,408</b>	<b>10,775,696</b>	<b>10,991,210</b>	<b>11,211,034</b>
<b>Sources of Funds</b>								
<b>Non-recurring "One-time"</b>								
<b>Uses of Funds</b>								
Hotel Motel Tax Fund Subsidy	84,933	213,325	213,325	223,325	233,325	240,325	247,535	254,961
Golf Course Fund Subsidy	-	1,926,256	1,926,256	963,128	481,564	-	-	-
Metrocrest flooding cost reimbursement	75,548	-	-	-	-	-	-	-
Police overtime - Bicycle Unit	-	242,278	242,278	-	-	-	-	-
Fire overtime - 5th Medic	-	396,460	396,460	-	-	-	-	-
ECG Monitor/Defibrillator Replacements	-	275,500	275,500	275,500	275,500	-	-	-
Fleet Replacement Fund	500,000	-	-	-	-	-	-	-
Facilities Maintenance Fund	583,134	950,000	950,000	950,000	950,000	950,000	950,000	950,000
Parks Strategic Amenity Fund	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Capital Projects Funds	12,635,783	3,184,245	6,828,335	8,193,971	8,499,019	9,460,371	9,668,675	9,881,073
<b>Total Non-recurring "One-time" Uses of Funds</b>	<b>14,004,398</b>	<b>7,313,064</b>	<b>10,957,154</b>	<b>10,730,924</b>	<b>10,564,408</b>	<b>10,775,696</b>	<b>10,991,210</b>	<b>11,211,034</b>
<b>Net Non-recurring "One-time" Funds</b>	<b>(6,446,067)</b>	<b>-</b>	<b>(395,345)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>The Bottom Line - Net Recurring and Non-recurring Funds</b>	<b>(1,210,314)</b>	<b>-</b>	<b>(897,609)</b>	<b>(2,190,232)</b>	<b>(3,523,694)</b>	<b>(5,787,207)</b>	<b>(8,115,826)</b>	<b>(10,532,637)</b>
<b>Subsidy from other funds, additional sources, or reductions in uses needed to Maintain Target Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,190,232</b>	<b>4,036,495</b>	<b>6,395,574</b>	<b>8,740,097</b>	<b>11,176,698</b>
<b>Ending Fund Balance</b>	<b>\$ 16,443,280</b>	<b>\$ 14,999,670</b>	<b>\$ 15,545,671</b>	<b>\$ 15,545,671</b>	<b>\$ 16,058,472</b>	<b>\$ 16,666,839</b>	<b>\$ 17,291,110</b>	<b>\$ 17,935,171</b>
<b>Days of Recurring Uses of Funds</b>	<b>70.75</b>	<b>60.00</b>	<b>62.18</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>
<b>Funds needed as a % of Recurring Uses of Funds</b>				<b>2.32%</b>	<b>4.13%</b>	<b>6.31%</b>	<b>8.31%</b>	<b>10.24%</b>

**CITY OF CARROLLTON  
UTILITY FUND  
MULTI-YEAR FINANCIAL FORECAST**

	ACTUAL 2014-15	BUDGET 2015-16	ESTIMATE 2015-16	PROJECTED 2016-17	PROJECTED 2017-18	PROJECTED 2018-19	PROJECTED 2019-20	PROJECTED 2020-21
<b>Beginning operating funds</b>	\$ 12,752,449	\$ 9,669,445	\$ 12,248,104	\$ 9,933,115	\$ 9,374,338	\$ 9,750,094	\$ 10,121,138	\$ 10,556,842
<b>Recurring Sources of Funds</b>								
Water sales & chgs	22,125,044	22,537,579	21,821,449	22,039,663	22,260,060	22,482,661	22,707,488	22,934,563
Sewer sales & chgs	11,995,443	12,767,572	12,195,593	12,317,549	12,440,724	12,565,131	12,690,782	12,817,690
FY 16 Rate Increase - Proposed		1,997,932	1,711,141	2,541,548	2,566,963	2,592,633	2,618,559	2,644,745
Tag fees	381,605	384,000	384,000	384,000	384,000	384,000	384,000	384,000
Industrial surcharge	387,262	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Backflow prevention charges	167,113	175,000	175,000	175,000	175,000	175,000	175,000	175,000
Investment income	65,143	73,500	68,400	71,820	75,411	79,182	83,141	87,298
Miscellaneous	266,452	290,000	265,000	265,000	265,000	265,000	265,000	265,000
<b>Total Recurring Sources of Funds</b>	<b>35,388,062</b>	<b>38,525,583</b>	<b>36,920,583</b>	<b>38,094,580</b>	<b>38,467,158</b>	<b>38,843,607</b>	<b>39,223,970</b>	<b>39,608,296</b>
<b>Recurring Uses of Funds</b>								
Personal services	2,821,785	3,169,244	3,169,244	3,278,825	3,395,365	3,547,867	3,710,331	3,883,306
Supplies & Services	21,063,991	23,979,359	23,979,359	25,481,562	26,748,462	27,965,701	29,425,317	31,042,065
Utilities	850,954	731,918	731,918	739,240	746,163	749,367	752,666	756,064
Allocations	3,967,251	4,137,061	4,137,061	4,183,672	4,298,843	4,412,417	4,545,714	4,666,042
Capital Outlays	-	-	-	-	-	-	-	-
Canceled encumbrances	(4,903)	-	-	-	-	-	-	-
General Fund -								
Payment in Lieu of Taxes	2,489,458	2,514,353	2,514,353	2,539,497	2,564,892	2,590,541	2,616,446	2,642,610
Utility Debt Service Funds	1,803,871	1,803,637	1,803,637	1,795,351	1,788,323	1,780,946	1,763,387	1,734,490
<b>Total Recurring Uses of Funds</b>	<b>32,992,407</b>	<b>36,335,572</b>	<b>36,335,572</b>	<b>38,018,147</b>	<b>39,542,048</b>	<b>41,046,839</b>	<b>42,813,861</b>	<b>44,724,577</b>
<b>Net Recurring Funds</b>	<b>2,395,655</b>	<b>2,190,011</b>	<b>585,011</b>	<b>76,433</b>	<b>(1,074,890)</b>	<b>(2,203,232)</b>	<b>(3,589,891)</b>	<b>(5,116,281)</b>
<b>Non-recurring "One-time"</b>								
<b>Uses of Funds</b>								
Water and Sewer Line Rehabilitation	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000
<b>Revenue increases or expenditure decreases required to meet fund balance 90-day reserve target</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,264,790</b>	<b>4,350,646</b>	<b>5,474,276</b>	<b>6,925,595</b>	<b>8,487,417</b>
<b>The Bottom Line - Net Recurring and Non-recurring Funds</b>	<b>(504,345)</b>	<b>(709,989)</b>	<b>(2,314,989)</b>	<b>(558,777)</b>	<b>375,756</b>	<b>371,044</b>	<b>435,704</b>	<b>471,136</b>
<b>Ending Fund Balance</b>	<b>\$ 12,248,104</b>	<b>\$ 8,959,456</b>	<b>\$ 9,933,115</b>	<b>\$ 9,374,338</b>	<b>\$ 9,750,094</b>	<b>\$ 10,121,138</b>	<b>\$ 10,556,842</b>	<b>\$ 11,027,978</b>
<b>Days of Recurring Uses of Funds (target 90 days)</b>	<b>135.50</b>	<b>90.00</b>	<b>99.78</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>
Incremental % rate increase needed				6.59%	5.64%	2.85%	3.55%	3.66%

**City of Carrollton**  
**Multi-year Budget and Financial Forecast**  
**Fiscal Year 2016-2017 Budget**  
**Calendar**

April 5 Tuesday	Multi-Year Budget Presentation	City Council Budget Team
April 11 Monday	Budget Kick-Off Meeting	All Departments
May 9 Monday	Budget Requests Due All Recommended Fee Changes Due	All Departments
May 10 – June 20	Data Entry / Technical Review	Budget Team
May 16 Monday	Preliminary Tax Roll Due	Appraisal Districts
June 23 & June 30	Executive Team Budget Review	Executive Team Budget Team
June 30 – July 29	Prepare Preliminary Budget	Budget Team
July 25 Monday	Certified Tax Roll Due	Appraisal Districts
July 29 Friday	City Council Preliminary Budget Packet Distributed	Budget Team
August 2 Tuesday	City Council Work Session – Preliminary Budget Presentation and Deliberation Vote Setting Proposed Tax Rate, Public Hearing Dates and Date for Approval of Proposed Tax Rate and Budget	City Council Budget Team
August 7 Sunday	Publication of Proposed Property Tax Rate Notice Notice of Budget Public Hearing	Local newspaper
August 16 Tuesday	City Council Work Session – Preliminary Budget Deliberation 1 <sup>st</sup> Public Hearing on Proposed Budget and Tax Increase	City Council Budget Team
September 6 Tuesday	2 <sup>nd</sup> Public Hearing on Proposed Budget and Tax Increase*	City Council Budget Team
September 20 Tuesday	Adopt Budget and Tax Rate	City Council

\*Section 26.05(d) of the Texas Property Tax Code requires a taxing unit to hold two public hearings before adopting a tax rate that exceeds the rollback rate or the effective tax rate, whichever rate is lower.

## RESIDENTIAL MUNICIPAL COST OF SERVICE COMPARISON

PY RANK	OVERALL RANK	CITY	POP. <sup>(2)</sup>	VALUE <sup>(3)</sup>	TAX RATE	HOMESTEAD EXEMPTION	CITY SALES TAX RATE	ANNUAL PROPERTY TAXES <sup>(3)</sup>	ANNUAL WATER CHARGE <sup>(4)</sup>	ANNUAL SEWER CHARGE <sup>(4)</sup>	ANNUAL DRAINAGE CHARGE <sup>(5) (6)</sup>	ANNUAL SANITATION CHARGE <sup>(7)</sup>	TOTAL ANNUAL CHARGE	COMBINED WATER & SEWER	SALES TAX
1	1	Lewisville	99,480	\$200,000	\$0.436086	0%	1.50%	\$ 872	\$ 543	\$257	\$ -	\$ 149	\$1,821	\$ 800	\$0.0825
4	2	Carrollton	125,250	\$200,000	0.612875	20%	1.00%	981	538	353	-	257	2,129	891	0.0825
2	3	Farmers Branch	30,350	\$200,000	0.602267	20%	1.00%	964	777	430	-	-	2,171	1,207	0.0825
3	4	Addison	15,530	\$200,000	0.579150	20%	1.00%	927	513	476	108	152	2,176	989	0.0825
5	5	Irving	228,610	\$200,000	0.594100	20%	1.00%	951	592	370	36	254	2,203	962	0.0825
6	6	Plano	271,140	\$200,000	0.488600	20%	1.00%	782	554	687	37	146	2,206	1,241	0.0825
7	7	Coppell	39,880	\$200,000	0.584000	5%	2.00%	1,110	585	392	12	199	2,298	977	0.0825
8	8	Arlington	379,370	\$200,000	0.648000	20%	1.75%	1,037	503	551	63	160	2,314	1,054	0.0800
9	9	Allen	91,390	\$200,000	0.530000	0%	2.00%	1,060	585	511	36	203	2,395	1,096	0.0825
10	10	Frisco	145,510	\$200,000	0.460000	0%	2.00%	920	674	730	41	149	2,515	1,404	0.0825
11	11	McKinney	154,840	\$200,000	0.583000	0%	2.00%	1,166	733	546	48	200	2,693	1,279	0.0825
12	12	Grand Prairie	182,610	\$200,000	0.669998	1%	2.00%	1,327	586	582	45	187	2,727	1,168	0.0825
13	13	Richardson	102,430	\$200,000	0.635160	0%	1.00%	1,270	821	503	45	216	2,855	1,324	0.0825
14	14	The Colony	39,310	\$200,000	0.670000	0%	2.00%	1,340	716	539	30	248	2,873	1,255	0.0825
16	15	Fort Worth	792,720	\$200,000	0.855000	20%	1.50%	1,368	643	626	65	227	2,929	1,269	0.0825
17	16	Dallas	1,244,270	\$200,000	0.797000	20%	1.00%	1,275	659	679	93	296	3,002	1,338	0.0825
15	17	Mesquite	142,230	\$200,000	0.640000	0%	2.00%	1,280	893	594	48	204	3,019	1,487	0.0825
18	18	Denton	123,200	\$200,000	0.689750	0.5%	1.50%	1,345	811	611	65	328	3,160	1,422	0.0825
19	19	Garland	232,960	\$200,000	0.704600	8%	1.00%	1,296	990	614	35	254	3,189	1,604	0.0825
20	20	Castle Hills <sup>(8)</sup>	11,043	\$200,000	0.980000	6%	1.50%	1,911	908	540	-	200	3,559	1,448	0.0825

<b>AVERAGE:</b>	\$ 1,159	\$ 681	\$530	\$ 40	\$ 201	\$2,612	\$1,211
<b>MEDIAN:</b>	\$ 1,138	\$ 651	\$543	\$ 39	\$ 202	\$2,604	\$1,248

**Notes:**

- <sup>(1)</sup> Ranking based on Total Annual Charge.
- <sup>(2)</sup> Population estimates, obtained from the 2015 NCTCOG population estimates. Castle Hills from DCFWSD Website.
- <sup>(3)</sup> Annual Property Taxes calculated based on residential homestead value of \$200,000.
- <sup>(4)</sup> Water & Sewer = Average residential consumption of 10,000 gallons from September to May and 20,000 gallons from June to August. Fort Worth purchases based on a per 100 cubic foot rate, using the consumption level that would yield 10,000 gallons and 20,000 gallons during the same periods listed above.
- <sup>(5)</sup> Drainage fees for Dallas are based upon lot size. Used 9,000 sq.ft. as the average lot size.
- <sup>(6)</sup> Drainage fees for Denton are based on square footage of impervious surfaces. Used an average of 2,001 to 3,000 square feet of impervious surface for the purposes of calculation.
- <sup>(7)</sup> Residential sanitation charge including sales tax.
- <sup>(8)</sup> Castle Hills is covered by 8 different districts (Denton County Fresh Water Supply Districts 1A-1H) with different tax rates & homestead exemptions. Cost calculated based on district with highest population (1F).

## TAX BASE COMPARISON

MCOS Rank	City	Population	2015 Assessed Value Certified Roll	2015 Sales Tax Collected <sup>(2)</sup>	Per Capita Assessed Value	Per Capita Sales Tax	Per Capita Ratio Assess. Value	Per Capita Ratio Sales Tax	Tax Rate
1	Lewisville	99,480	\$ 8,458,799,976	\$ 21,185,685	\$ 85,030	\$ 213.00	\$ 0.96	\$ 0.84	\$ 0.436086
2	Carrollton <sup>(1)</sup>	125,250	\$ 11,150,172,340	\$ 31,860,058	\$ 89,023	\$ 254.00	\$ 1.00	\$ 1.00	0.612875
3	Farmers Branch <sup>(1)</sup>	30,350	\$ 4,539,598,200	\$ 14,376,011	\$ 149,575	\$ 474.00	\$ 1.68	\$ 1.87	0.602267
4	Addison <sup>(1)</sup>	15,530	\$ 4,036,723,767	\$ 13,145,604	\$ 259,931	\$ 846.00	\$ 2.92	\$ 3.33	0.579150
5	Irving <sup>(1)</sup>	228,610	\$ 21,145,852,790	\$ 62,495,755	\$ 92,497	\$ 273.00	\$ 1.04	\$ 1.07	0.594100
6	Plano <sup>(1)</sup>	271,140	\$ 31,281,085,222	\$ 77,558,042	\$ 115,369	\$ 286.00	\$ 1.30	\$ 1.13	0.488600
7	Coppell <sup>(1)</sup>	39,880	\$ 6,185,615,949	\$ 15,243,328	\$ 155,106	\$ 382.00	\$ 1.74	\$ 1.50	0.584000
8	Arlington <sup>(1)</sup>	379,370	\$ 18,461,096,788	\$ 56,410,525	\$ 48,663	\$ 149.00	\$ 0.55	\$ 0.59	0.648000
9	Allen	91,390	\$ 10,176,416,783	\$ 17,739,105	\$ 111,352	\$ 194.00	\$ 1.25	\$ 0.76	0.530000
10	Frisco	145,510	\$ 20,795,138,029	\$ 39,040,304	\$ 142,912	\$ 268.00	\$ 1.61	\$ 1.06	0.460000
11	McKinney	154,840	\$ 15,284,591,241	\$ 21,691,728	\$ 98,712	\$ 140.00	\$ 1.11	\$ 0.55	0.583000
12	Grand Prairie <sup>(1)</sup>	182,610	\$ 10,640,153,235	\$ 23,735,733	\$ 58,267	\$ 130.00	\$ 0.65	\$ 0.51	0.669998
13	Richardson	102,430	\$ 12,306,742,027	\$ 31,751,701	\$ 120,148	\$ 310.00	\$ 1.35	\$ 1.22	0.635160
14	The Colony	39,310	\$ 3,110,038,444	\$ 9,712,836	\$ 79,116	\$ 247.00	\$ 0.89	\$ 0.97	0.670000
15	Fort Worth <sup>(1)</sup>	792,720	\$ 45,833,753,661	\$ 87,803,608	\$ 57,818	\$ 111.00	\$ 0.65	\$ 0.44	0.855000
16	Dallas <sup>(1)</sup>	1,244,270	\$ 100,124,725,739	\$ 272,645,990	\$ 80,469	\$ 219.00	\$ 0.90	\$ 0.86	0.797000
17	Mesquite	142,230	\$ 6,129,528,866	\$ 20,537,861	\$ 43,096	\$ 144.00	\$ 0.48	\$ 0.57	0.640000
18	Denton <sup>(1)</sup>	123,200	\$ 8,463,146,760	\$ 19,078,776	\$ 68,694	\$ 155.00	\$ 0.77	\$ 0.61	0.689750
19	Garland <sup>(1)</sup>	232,960	\$ 11,106,302,782	\$ 24,966,377	\$ 47,675	\$ 107.00	\$ 0.54	\$ 0.42	0.704600
20	Castle Hills <sup>(1)</sup>	11,043	\$ 1,731,679,593	\$ 390,761	\$ 156,812	\$ 35.00	\$ 1.76	\$ 0.14	0.980000
<b>Total - All Cities</b>		<b>4,452,123</b>	<b>350,961,162,192</b>	<b>861,369,785</b>	---	---	---	---	---
<b>Avg. - All Cities <sup>(3)</sup></b>		---	---	---	<b>\$ 103,013</b>	<b>\$ 246.85</b>	<b>\$ 1.16</b>	<b>\$ 0.97</b>	<b>0.70183</b>
<b>Weighted Avg.</b>		---	---	---	<b>\$ 78,830</b>	<b>\$ 193.44</b>	---	---	---
<i>2015 Weighted Avg.</i>		---	---	---	<i>69,627</i>	<i>159.94</i>	---	---	---

Notes:

(1) Reflects cities with homestead exemption.

(2) Sales tax figures according to State Comptroller 2015 Allocations. Figures have been adjusted to reflect a 1% sales tax rate.

(3) Avg. - All Cities is the average tax rate, weighted by population.





# City of Carrollton

## Agenda Memo

File Number: 2561

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**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 6.

**CC MEETING:** April 5, 2016

**DATE:** March 23, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Laurie Garber, City Secretary/Admin. Services Manager

Discuss May-June-July 2016 Council Meeting Calendar And Strategic Planning Session Dates.

### **BACKGROUND:**

The purpose of this worksession is to select dates for May, June and July 2016 Council Meetings and the Strategic Planning Session. Each year the City Council holds a strategic planning session to set goals for the coming year and uses Randy Pennington as the facilitator. The following dates are available for 2016:

- June 17-18
- June 24-25
- July 22-23

## APRIL 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5 Council meeting	6	7	8	9
10	11	12	13	14	15	16
17	18	19 Council Meeting	20	21	22	23
24	25	26	27	28	29	30

## MAY 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10 Council meeting	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Council meeting	25	26	27	28
29	30 City Hall Closed	31				

## JUNE 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7 Council meeting	8	9	10	11
12	13	14	15	16	17	18
19	20	21 Council meeting	22	23	24	25
26	27	28	29	30		

## JULY 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4 City Hall Closed	5	6	7	8	9
10	11	12 Council meeting	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26 Council meeting	27	28	29	30





# City of Carrollton

## Agenda Memo

File Number: 2580

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**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 7.

**CC MEETING:** April 5, 2016

**DATE:** March 31, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Laurie Garber, City Secretary/Admin. Services Manager

Discuss Use Of City Credit For Infrastructure Upgrade.

### **BACKGROUND:**

The City Manager's Office received a proposal from a private group seeking to upgrade public infrastructure which would require a guarantee of the debt by the City. The purpose of this item is to seek direction from council on whether to use the City's credit to pursue this item.





# City of Carrollton

## Agenda Memo

File Number: 2572

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**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** \*12.

**CC MEETING:** April 5, 2016

**DATE:** March 30, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Laurie Garber, City Secretary/Administrative Services Manager

Consider Approval Of The March 22, 2016 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL  
REGULAR WORKSESSION AND MEETING  
MARCH 22, 2016**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, March 22, 2016 at 5:45 p.m. with the following members present; Mayor Pro Tem Anthony Wilder, Deputy Mayor Pro Tem Doug Hrbacek Councilmembers Steve Babick, John Sutter, James Lawrence and Glen Blanscet. Mayor Matthew Marchant and Councilmember Bob Garza were absent. Also present were City Manager Leonard Martin, Assistant City Managers Marc Guy, Bob Scott, and Erin Rinehart, City Attorney Meredith A. Ladd and City Secretary Laurie Garber.

**5:45 P.M. – COUNCIL BRIEFING ROOM**

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

Mayor Pro Tem Wilder called the meeting to order at 5:45 p.m.

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

**\*\*\*WORKSESSION\*\*\***

- 4. Receive A Briefing On The Status Of The IH-35E Reconstruction Project And Proposed Short Term Changes To The Area Near IH-35E And Belt Line Road.**

City Engineer Cesar Molina introduced Kimberly Sims, AGL Manager, who provided an update on the 35Express Project.

Ms. Sims began with a few basic facts: the project is 30 miles long between I-635 and US 380 touching nine different cities, two counties; work with two Federal agencies, four transportation agencies as well as the North Central Texas Council of Governments. She explained that I35 was being expanded in two phases and the project was currently in Phase 1. The second phase could happen in another 5 to 10 years; depending on funding. She stated that Phase 1 began in the Fall of 2013 and they expect to be substantially complete in mid 2017. Ms. Sims stated that this portion of the project would cost \$1.4B and Phase 2 was estimated at \$3.4B. She reviewed the purpose of the project and provided a construction update noting expected road closures. She advised that in late May 2016, Fourth and Fifth Avenue at the northbound frontage road stating that Fifth Avenue would be permanently closed at the northbound frontage road. She also noted that in the Summer of 2016, Broadway would be closed to through traffic at Belt Line for approximately 8 months stating that traffic will be detoured using Main and College Streets. She talked about Whitlock exit ramps, Dickerson Parkway and underscored the need to find alternate routes when they implement the 15-minute rolling closures which they will provide one week notice with a news release, followed by text notices. She reviewed TxDOT's communication tools and noted the Business Access page as well as community meetings.

In response to Deputy Mayor Pro Tem Hrbacek, Ms. Sims stated the project was on time and on budget. The project must be substantially complete by May 2017 with final acceptance 90 days after (September). Lastly the Belt Line Road Construction Animation was played.



**5. Mayor and Council reports and information sharing.**

Mayor Pro Tem Wilder adjourned the Worksession at 6:31 pm to convene the Executive Session.

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

**2.** Council convened in **Executive Session at 6:31 pm** 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.
  - Waste Management Contract
- **Section 551.074** to discuss personnel matters
  - Boards and Commissions

**3.** Council reconvened in **Open Session at 6:54 pm, reconvened in Executive Session at 7:00 pm and reconvened in Open Session at 7:01 pm** to consider action, if any, on matters discussed in the Executive Session. No action taken.

**\*\*\*REGULAR MEETING\*\*\***

Mayor Pro Tem Wilder called the Regular Meeting to order at 7:01 p.m.

**INVOCATION – Mayor Pro Tem Anthony Wilder**

**PLEDGE OF ALLEGIANCE –Deputy Mayor Pro Tem Doug Hrbacek**

**PRESENTATIONS**

**6.** Present A **Proclamation Declaring March 28-April 2, 2016 As *National Community Development Week***.

**PUBLIC FORUM**

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

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

**CONSENT AGENDA**

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

Mayor Pro Tem Wilder advised that Items 13, 15 and 21 were pulled for a separate vote and Item 19 was pulled for future consideration.

**Deputy Mayor Pro Tem Hrbacek moved approval of Consent Agenda Items 8-12, 14, 16, 17 with the changes discussed in the Worksession, 18 and 20; second by Councilmember Sutter and the motion was approved with a unanimous 6-0 vote.**

**MINUTES**

**\*8. Consider Approval Of The March 1, 2016 Regular Meeting Minutes.**

**BIDS & PURCHASES**

**\*9. Consider Approval Of The Replacement Of Jimmy Porter Playground By Webuildfun.inc Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$193,417.00.**

**\*10. Consider Approval Of The Purchase Of Downloadable eBooks From Sole Source Vendor 3M Cloud Library In An Amount Not To Exceed \$70,000.00.**

**\*11. Consider Approval For The Purchase Of Infield Mix From MasterTurf Products Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$22,250.00.**

**\*12. Consider Approval Of Bid #16-014 For Raising & Rehabilitation Of Existing Concrete Slabs (Pressure Grouting) For Public Works From RJ Concrete Repair In An Amount To Not Exceed \$300,000.00.**

**~~\*13. Consider Approval To Increase The Contract Amount For Janitorial Services To CTJ Maintenance, Inc. In An Amount Of \$25,000.00, With A Revised Annual Contract Not To Exceed Amount Of \$392,140.00.~~**

**\*14. Consider Approval Of The Purchase Of A Liebert HVAC Replacement For The Facility Services Department From EEC Enviro Service Company LLC Through An Inter-Local Agreement With TXMAS In An Amount Not To Exceed \$66,275.00.**

**~~\*15. Consider Approval To Purchase Sod For Indian Creek Golf Club From Multiple Vendors In A Not To Exceed Amount Of \$40,000.00.~~**

**CONTRACTS & AGREEMENTS**

**\*16.** Consider Authorizing The City Manager To **Approve Change Order No. 2 With Tiseo Paving Company For Additional Costs Related To The Traffic Signal At The Intersection Of Old Denton Road And President George Bush Turnpike For The Old Denton Road Pavement Replacement Project** In An Amount Not To Exceed \$106,859.16 For A Revised Contract Amount Not To Exceed \$7,197,550.11.

**\*17.** Consider Authorizing The City Manager To **Approve A Facilities Agreement With Josey Plaza, LTD. To Improve Water And Wastewater Infrastructure Serving The Trinity Plaza Shopping Center And Receive Government-Furnished Material** In An Amount Not To Exceed \$52,000.00.

**\*18.** Consider Authorizing The City Manager To **Approve A Project Specific Agreement (PSA) With Dallas County Road And Bridge District #4 For A Mill And Overlay Of The 1000 Through 1800 Blocks Of North Josey Lane** In An Amount Not To Exceed \$387,744.00.

~~**\*19.** Consider Authorizing The City Manager To **Approve A Project Specific Agreement (PSA) With The Dallas County Road And Bridge District No. 4 For A Mill And Overlay Of The 3200 Through 3600 Blocks Of Cemetery Hill Road, The 1800 Through 1900 Blocks Of Homer Street And The 1800 Block Of Norris Street** In An Amount Not To Exceed \$177,865.28.~~

Item 19 was pulled for future consideration.

**ORDINANCE**

**\*20.** Consider An **Ordinance Amending Chapter 73 Schedule I(C) Of The Carrollton City Code; Establishing A Temporary Speed Limit Of 35 Miles Per Hour For Old Denton Road, From Trinity Mills Road To Frankford Road.**

**RESOLUTIONS**

~~**\*21.** Consider A **Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With Hilex Poly Co. LLC.**~~

**CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION.**

**\*13.** Consider **Approval To Increase The Contract Amount For Janitorial Services To CTJ Maintenance, Inc.** In An Amount Of \$25,000.00, With A Revised Annual Contract Not To Exceed Amount Of \$392,140.00.

**Deputy Mayor Pro Tem Hrbacek moved approval of Item 13; second by Councilmember Babick and the motion was approved with a 5-1, Mayor Pro Tem Wilder opposed.**

**\*15. Consider Approval To Purchase Sod For Indian Creek Golf Club From Multiple Vendors In A Not To Exceed Amount Of \$40,000.00.**

**Deputy Mayor Pro Tem Hrbacek moved approval of Item 15; second by Councilmember Blanscet.** Councilmember Babick stated he was looking forward to the golf course being opened again. **The motion was approved with a 5-1 vote, Mayor Pro Tem Wilder opposed.**

**\*21. Consider A Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With Hilex Poly Co. LLC.**

**Councilmember Babick moved approval of Item 21 as amended in the Worksession; second by Councilmember Blanscet.** Councilmember Sutter spoke in support of the item stating he felt the Council was very judicious in the use of tax abatements. Councilmember Babick echoed his comments and noted it was a \$15,000 per year incentive that helps to support a \$6M investment by a major Carrollton company that would add 10-20 full time employees. **The motion was approved with a 5-1 vote, Mayor Pro Tem Wilder opposed.**

## **ADJOURNMENT**

Mayor Pro Tem Wilder adjourned the meeting at 7:14 p.m.

## **ATTEST:**

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Laurie Garber, City Secretary

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Anthony Wilder, Mayor Pro Tem



# City of Carrollton

## Agenda Memo

File Number: 2558

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Bid/Purchases

**Agenda Number:** \*13.

**CC MEETING:** April 5, 2016

**DATE:** March 21, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Rex D. Redden, Chief of Police

Consider Approval Of The Purchase Of Ammunition For The Police Department From A Variety Of Vendors In An Amount Not To Exceed \$61,000.00.

### BACKGROUND:

The Police Department annually purchases ammunition for training and arming Police personnel. These purchases are made through established State contracts. Various calibers of ammunition are purchased depending on the function for which they are used.

### FINANCIAL IMPLICATIONS:

The ammunition will be purchased from budgeted funds from the cost center and amount listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
POLICE - 201001	60800 - OPERATIONAL SUPPLIES	\$61,000.00

### IMPACT ON COMMUNITY SUSTAINABILITY:

The purchase of ammunition will continue to allow for the protection of the city of Carrollton and its citizens and support training for the members of the Police Department.

### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of the purchase of ammunition in an amount not to exceed \$61,000.00. Purchases will be processed through various vendors via State contracts.





# City of Carrollton

## Agenda Memo

File Number: 2571

Agenda Date: 4/5/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: \*14.

CC MEETING: April 5, 2016

DATE: March 28, 2016

TO: Leonard Martin, City Manager

FROM: Elliott J. Reep, Emergency Management Coordinator  
Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of An Interactive EMS Patient Training Simulator, 70 Training Modules, Two Amputation Simulators, And Extended Warranty From CAE Healthcare In An Amount Not To Exceed \$70,000.00.

### BACKGROUND:

This agenda item is to purchase, through the 2015 Urban Area Security Initiative Grant Program, an interactive EMS patient training simulator and related training modules to assist in the training of CFR's EMS personnel. The simulator is a full body adult training mannequin that replicates human body functions and responses complete with sounds and vital signs. The simulator has wireless network capability to enable electronic control from an instructor's computer console which allows the instructor to conduct training scenarios that change and challenge students with a wide variety of conditions, responses and unexpected developments. This purchase also includes 70 advanced training modules and learning scenarios, a full arm amputation simulation model and a partial leg amputation simulation model, as well as an enhanced warranty.

Sealed bids were issued and advertised in the normal manner for this purchase and the City received three responses. One proposal was rejected for not meeting the RFP specifications. The other two bids met the basic specifications contained in the RFP. Laerdal Medical Corporation's proposal was \$87,169.00. The base proposal from CAE Healthcare was \$42,995.00 with the advanced features (70 training scenarios, two amputation models and extended warranty) in the amount of \$27,005.00, for a total cost of \$70,000.00.

### FINANCIAL IMPLICATIONS:

The patient training simulators and related training modules will be purchased as indicated below:

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Capital Account	2015 UASI	\$70,000.00

This is a one-time expenditure. Maintenance and upkeep will be the responsibility of Carrollton Fire Operations. Grant compliance and administration will be completed in consultation with Finance personnel and the City Auditor.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

The EMS patient training simulators and related training modules help ensure all CFR paramedics and EMTs are kept up to date with the latest EMS techniques needed to provide a high quality of EMS service delivery to Carrollton's citizens and visitors. The training capabilities provided by these simulation devices will also enhance EMS skills delivery necessary to respond to multi-hazard mass casualty events as prioritized by Homeland Security Grant Guidance.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council approval to purchase an interactive EMS patient training simulator, 70 advanced training modules and learning scenarios, a full arm amputation simulation model and a partial leg amputation simulation model, as well as an enhanced warranty from CAE Healthcare in an amount not to exceed \$70,000.00.





# City of Carrollton

## Agenda Memo

File Number: 2578

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Bid/Purchases

**Agenda Number:** \*15.

**CC MEETING:** April 5, 2016

**DATE:** March 30, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Brett King, Building Official

Consider Authorizing The City Manager To **Reject All Bids Received For The Downtown Municipal Kiosk Project.**

### **BACKGROUND:**

This project involves the renovation of an existing building at 1005 West Main Street to provide public restrooms, a downtown office for the Special Event Coordinator and a storefront/workstation for the Police Department to be used during Downtown events.

### **FINANCIAL IMPLICATIONS:**

One bid was received on March 22, 2016. The bid price was \$438,000.

The design and construction budget originally set up for the project is \$95,000.00, which was an extremely preliminary estimate prior to design consultation and before the full scope of the project was determined. Funding for this project is available in the Parks Consolidated Fund Account (Account Unit 854102).

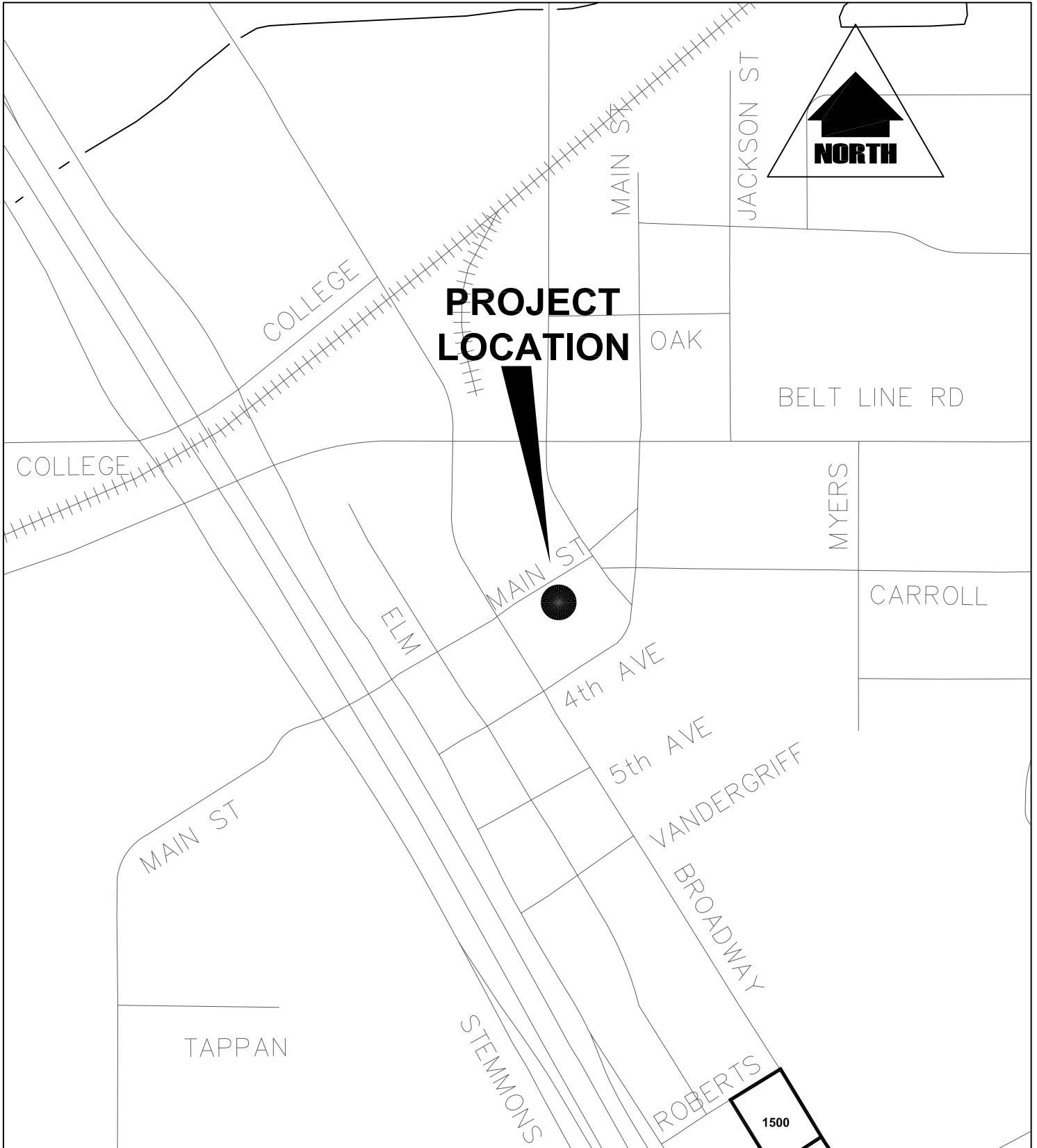
### **IMPACT ON COMMUNITY SUSTAINABILITY:**

Providing public restrooms adjacent to the Downtown Square will help to facilitate the use of the Square as a destination point for Carrollton residents and increase economic activity and development opportunities in the area.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Due to the singular high bid Staff recommends City Council reject this bid and direct Staff to re-evaluate and re-bid the project at a later date.

Attachment A



FILENAME:1005 MAIN ST.DWG



**1005 MAIN ST.**

SCALE:NTS DATE: 04-16

**ENGINEERING  
DEPARTMENT**

## ATTACHMENT B

## BIDDERS LIST

PROJECT: Downtown Municipal Kiosk DATE: March 22, 2016

DAYS/COMPLETE: 100 ESTIMATED COST: \$95,000.00

[illegible]





# City of Carrollton

## Agenda Memo

File Number: 2562

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*16.

**CC MEETING: April 5, 2016**

**DATE:** March 23, 2016

**TO:** Leonard Martin, City Manager

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

Consider Authorizing The City Manager To Enter Into A **Discretionary Service Agreement With Oncor Electric Delivery For The Relocation Of A Steel Utility Pole At The Northeast Corner Of Old Denton Road And PGBT/Trinity Mills Road** In An Amount Not To Exceed \$156,700.00.

### **BACKGROUND:**

Old Denton Road between PGBT/Trinity Mills Road and Frankford Road is currently being reconstructed. As part of the project, the roadway is being realigned so that the new lanes line up with the existing bridge over President George Bush Turnpike. Oncor Electric Delivery currently has a steel utility pole that is located in what will be the new turn lane from Trinity Mills Road to Old Denton Road which requires relocation behind the new curb. Oncor will relocate the existing pole provided the City reimburses them for the relocation costs.

### **FINANCIAL IMPLICATIONS:**

Oncor has submitted a Discretionary Service Agreement (DSA) to the City to relocate the utility pole at a cost of \$156,700.00. Funding is available in the Streets Consolidated Fund.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will contribute to community sustainability by:

Sustaining quality of life - The turn lane and alignment of the bridge lanes will improve mobility and create a safer driving condition for motorists.

Sustaining the environment - Maintaining the turn lane will improve traffic flow and reduce emissions, resulting in cleaner air by eliminating waiting times at the traffic signal.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends authorizing the City Manager to enter into a DSA with Oncor Electric Delivery for the relocation of a steel utility pole at the northeast corner of Old Denton Road and PGBT/Trinity Mills Road in an amount not to exceed \$156,700.00.

The map displays a residential area in Denton, Texas, with a focus on the project location. A large black arrow points to the project location, which is situated near the intersection of Denton Rd and Old Denton Rd. The map includes a north arrow in the top right corner. Key streets shown include:
 

- North Side:** Afton, Landover, Fairgate, Mayfair, Honeydew, Silverleaf, Sugar Creek, Sunnyside, Bellflower, Ridgeview, North Slope, Elder, Fox Hollow, Cambridge, Glenview, Aspen, Birch, Regency, Ridgeview Cir, North Slope, Elder, Fox Hollow, Cambridge, Glenview, Aspen, Birch, Regency, Ridgeview Cir, North Slope, Elder, Fox Hollow, Cambridge, Glenview, Aspen, Birch, Regency, Ridgeview Cir.
- Central Area:** Magnolia, Sycamore, Mesquite, Redwood, Staffordshire, Clinton, Oxfordshire, Hampshire, Mackie, Derbyshire, Staffordshire, Nottingham, Cheshire, Earls, Sumners, Miramar, Wiltshire, Yorkshire, Derbyshire Pl, Coventry, Brookshire, Devonshire, Berkshire, Dentonshire, Cambridge, Carter.
- South Side:** Hunters, Point, Sunset Point, Peninsula, Fort Point, Menlo Park, Golden Gate, San Francisco, Kingspoint, Palisades, Mission Ridge Tr, Buena Vista, Piedmont Pl, Panorama, Brisbane, Buena Vista, Piedmont Pl, Panorama, Brisbane, Buena Vista, Piedmont Pl.

 The map also shows the Denton County/Dallas County border, the Pres Geo Bush Trnkp/Trinity Mills Rd, and a power pole located near the intersection of Denton Rd and Old Denton Rd.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 1 of 2

**6.3.5 Discretionary Service Agreement**

WR # 3249486

Transaction ID: \_\_\_\_\_

This Discretionary Service Agreement ("Agreement") is made and entered into this 17th day of March, 2016 by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and City of Carrollton ("Customer"), a municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

DD2 Delivery System Facilities Relocation/Removal Charge

Customer charge in the amount of \$156,700 is for the relocation of an existing steel pole on the northeast corner of Old Denton Rd and SH190. This cost includes all labor to remove/install conductors, dig foundation, rebar cage, and concrete backfill, relocation of foreign utilities for foundation, and transfer of existing steel pole to new foundation. Work on this project is to be done on WR 3249486.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until completion of work by company. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:  
Oncor Electric Delivery Company, LL  
7309 Frankford Rd,  
Dallas, Texas, 75252



**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 2 of 2

(b) If to Customer:  
City of Carrollton  
P.O. Box 110535  
Carrollton, Texas 75011-0535  
Attn: Tom Geier

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Carrollton  
P.O. Box 110535  
Carrollton, Texas 75011-0535  
Attn: Tom Geier

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) City of Carrollton agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

City of Carrollton

Customer / Entity

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date







# City of Carrollton

## Agenda Memo

File Number: 2563

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*17.

**CC MEETING: April 5, 2016**

**DATE:** March 29, 2016

**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 Gibson And Associates For The Repair Of Roadway Bridges At Six Locations Across The City In An Amount Not To Exceed \$115,724.00.

### **BACKGROUND:**

The State of Texas conducts regular inspections of significant traffic bridges across the state to identify any deficiencies in the road deck or structure. These bridges include traditional bridges as well as multiple box culvert roadway crossings. These inspections yield a document referred to as a BRINSAP Report which provides thorough documentation of the bridge, deficiencies identified, recommendations to address bridge issues and a rating for the bridge.

Of the bridges located within the City, six locations were noted with issues that required correction. These corrections included repair of spalled concrete, cleaning/repairing deck joints and replacing bearing pads between the bridge beams and the bridge bent (cap on top of the piers). While none of the deficiencies are critical, repair of these issues will improve the long term safety and life of the bridge. A table of the bridges identified along with the deficiencies noted is attached.

The contract calls for a construction period of 60 days. The contractor has not submitted a sequence plan at this time, but it is anticipated that similar tasks will be conducted at various locations. One of the repair items, bearing pads, has a significant lead time associated with manufacturing and may impact the overall duration of the project. Road closures will be kept to a minimum with normally no more than one lane closed at a time in one direction. These closures are limited to between the hours of 9:00 am and 4:00 pm., Monday through Saturday. There are certain tasks that would benefit from multiple lanes being closed, namely joint repairs. These tasks can be completed quickly with short duration closures. In all cases, closures will be coordinated with City Staff and the Resolution Center will be notified of the closure.

### **FINANCIAL IMPLICATIONS:**

Bridge repair is a specialized field. Four contractors picked up plans for the construction, but only two bids were received. Gibson and Associates had the low bid of \$115,724.00. Funding for this is available in the Streets -- Bridge Retrofits account.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will contribute to community sustainability by:

Safety for the traveling public - Address bridge deficiencies that may increase in the future.

Protecting infrastructure - Increasing the life of existing bridge structures by protecting structural elements.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to approve a contract with Gibson and Associates for the repair of roadway bridges at six locations across the city in an amount not to exceed \$115,724.00.

ATTACHMENT A

<b>Firm</b>	<b>Bid</b>
Gibson and Associates, Inc.	\$115,724.00
Iowa Bridge & Culvert, LC	\$169,750.00

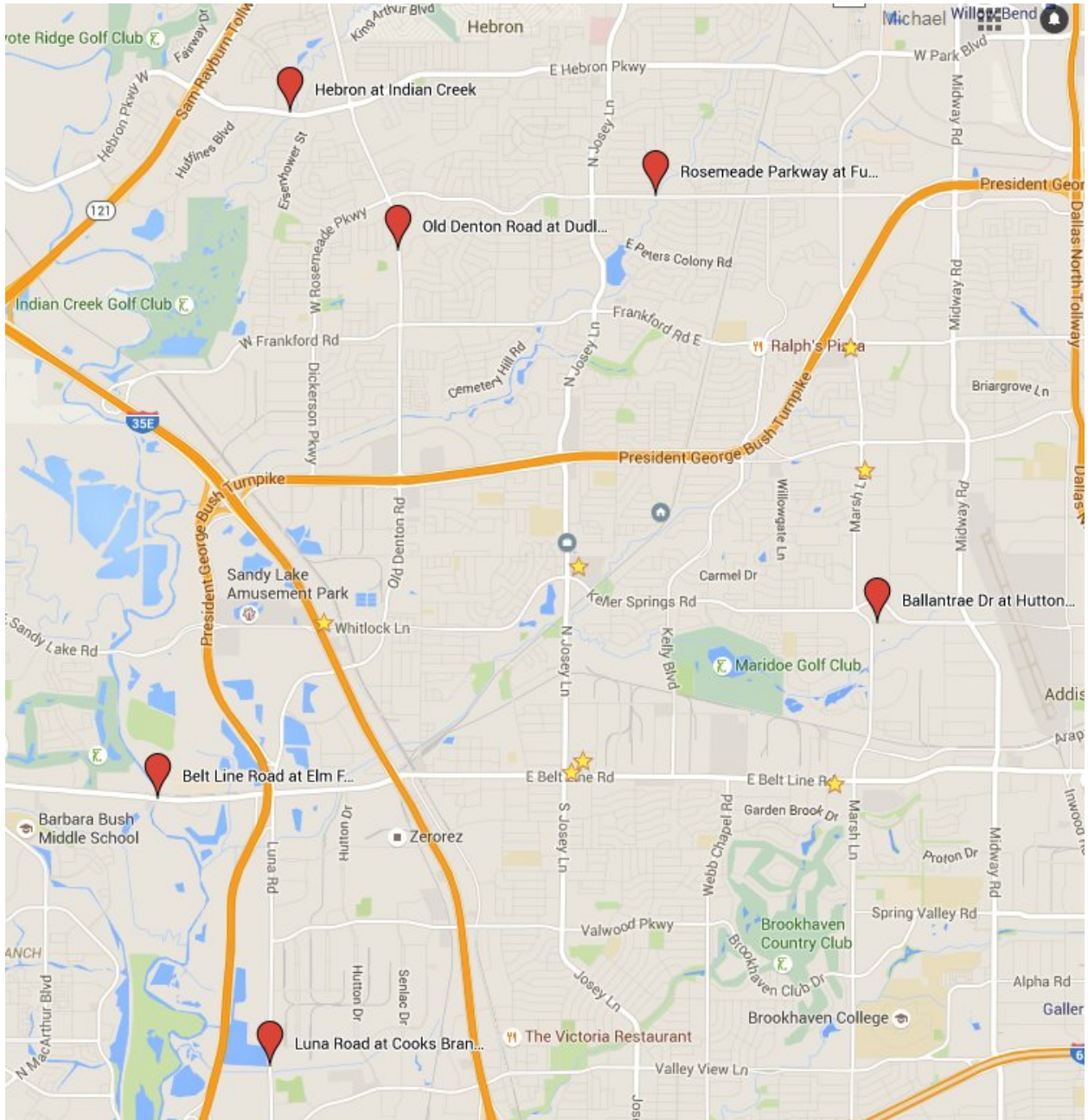
## Attachment B

### Summary of Construction Tasks

Bridge ID	Location	Tasks
061-H013-70-001, 002	Hebron Parkway at Indian Creek	1. Pressure relief joint 2. Spall repair
061-H021-02-001, 002	Old Denton Road at Dudley Branch	1. Pressure relief joint 2. Spall repair 3. Deck joint cleaning and resealing
061-H024-50-018	Rosemeade Parkway at Furneaux Creek	1. Spall Repair
057-H001-64-001	Ballantrae Drive at Tributary of Hutton Branch	1. Spall Repair
057-H002-25-071	Beltline Road at Elm Fork of the Trinity River	1. Bearing Pad replacement
057-H017-57-004	Luna Road at Cooks Branch	1. Bearing Pad replacement

## Attachment C

### Project Locations







# City of Carrollton

## Agenda Memo

File Number: 2565

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*18.

**CC MEETING: April 5, 2016**

**DATE:** March 25, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Robert Kopp, Public Works Director

Consider Authorizing The City Manager To Approve A Project Specific Agreement (PSA) With Dallas County Road And Bridge District No. 4 For An Asphalt Mill And Overlay Of The 3200 Through 3600 Blocks Of Cemetery Hill Road, The 1800 Through 1900 Blocks Of Homer Street And The 1800 Block Of Norris Street In An Amount Not To Exceed \$198,646.72.

### **BACKGROUND:**

Under an existing Master Interlocal Agreement, the Dallas County Public Works Department provides road and bridge maintenance and repair on "Type E" roadways situated in the City. This has proven to be an economical arrangement when compared to the costs of a private contractor.

This project will resurface the 3200 through 3600 blocks of Cemetery Hill Road, the 1800 through 1900 blocks of Homer Street and the 1800 block of Norris Street. Traffic control is provided for in the agreement by Dallas County and the City will provide message boards as necessary to notify the public.

This item was pulled from the March 22, 2016 City Council meeting agenda so Dallas County could reconcile their cost estimates.

### **FINANCIAL IMPLICATIONS:**

Dallas County Public Works estimates the project cost to be \$198,646.72. Since this street classification does not include financial participation by Dallas County, the City of Carrollton will fund 100% of the costs. Funding is available from the Streets Capital Projects Account.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

- Sustaining quality of life - Infrastructure improvements should enhance the overall appearance of the neighborhoods, thereby encouraging residents to invest in the upkeep of

their properties.

- Sustaining day-to-day operations - Dallas County's lower cost makes this a beneficial arrangement for the City. Also, the repair of substandard street pavement will reduce the need for non-scheduled repairs and will extend the life of the streets before reconstruction.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends authorizing the City Manager to execute a Project Specific Agreement (PSA) with Dallas County to perform an asphalt mill and overlay for the 3200 through 3600 blocks of Cemetery Hill Road, the 1800 through 1900 blocks of Homer Street and the 1800 block of Norris Street, in an amount not to exceed \$198,646.72.



## **PROJECT SPECIFIC AGREEMENT**

Re: Homer, Norris & Cemetery Hill

### **PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY AND CITY OF CARROLLTON, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and the City of Carrollton, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on public roadway in the City of Carrollton, Texas (“Project”).

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, on or about August, 14, 2012, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide road and bridge maintenance and repair on “Type E” roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City’s costs and expense; and

**WHEREAS**, City now desires County to perform such maintenance and repairs, consisting of asphalt overlays in the 1800-1900 blocks of Homer, 1800 Block of Norris and 3200-3600 Block of Cemetery Hill, all public roadway situated in the City of Carrollton, Texas, as more fully described on Attachment “A”;

**NOW THEREFORE THIS PSA** is made by and entered into by County and City, for the mutual consideration stated herein.

#### **Witnesseth**

#### **Article I**

##### **Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

## **Article II**

### **Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order. 2012- 1318, dated August, 14, 2012, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment “A”), and
3. Map/Diagram of the Proposed Work Site (Attachment “B”).

## **Article III**

### **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

## **Article IV**

### **Project Description**

This PSA is entered into by the parties for repair, maintenance and improvements conducted on “Type E” public roadway within the City of Carrollton, Texas. The Project shall consist of asphalt overlays in the 1800-1900 blocks of Homer, 1800 Block of Norris and 3200-3600 Block of Cemetery Hill, in the City of Carrollton, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”. The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

## **Article V**

### **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no

right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## **Article VI**

### **Agreements**

#### **I. City's Responsibilities:**

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity, (b) acquiring any right-of-way necessary to complete the Project under consideration, (c) locating all manholes, water valves, and other utilities within the Project, (d) making all utility relocations or adjustments necessary for the Project, (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site, and (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City shall be responsible for maintaining the Project site once the project is completed.

#### **III. County Responsibilities:**

1. County, shall be responsible for the following: (a) locating, marking and adjusting (with City assistance) all visible manholes and water valve covers within the Project, (b) contacting Texas 811 "Call before you dig" in compliance with State Law (c) providing appropriate work zone traffic control, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, etc., to enable the Project to be completed in a timely and safe manner.
2. County shall be responsible for performing all maintenance responsibilities and services contemplated hereunder, as more fully set forth in Attachment "A", in a good and workmanlike manner.

#### **IV. Funding:**

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Project, provided:

1. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and
2. Should unforeseen and unforeseeable circumstances arise which adversely and

materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.

3. Once approved by County, and before commencement of the Project by County, City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, One Hundred and Ninety Eight Thousand, Six Hundred and Forty Six dollars and Seventy-Two cents (\$198,646.72) representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project.

## **Article VII**

### **Miscellaneous:**

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

#### **COUNTY:**

Director of Public Works  
Dallas County  
411 Elm Street, Suite 400  
Dallas, Texas 75202

#### **CITY:**

Director of Public Works  
City of Carrollton  
1945 East Jackson Road  
Carrollton, Texas 75006

Commissioner Mike Cantrell

Road & Bridge District 2  
1701 N. Collins, Suite 1000  
Richardson, Texas 75080

Commissioner Elba Garcia  
Road & Bridge District 4  
411 Elm Street, Suite 200  
Dallas, Texas 75202

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City of Carrollton.

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_ approved/passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF CARROLTON:**

**COUNTY OF DALLAS:**

---

MATHEW MARCHANT  
MAYOR

---

CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

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CITY SECRETARY

**APPROVED AS TO FORM:**

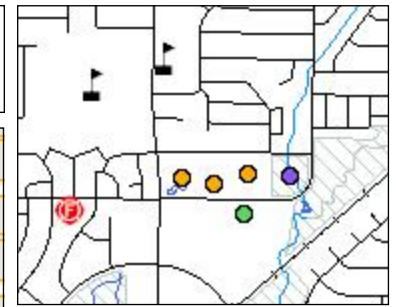
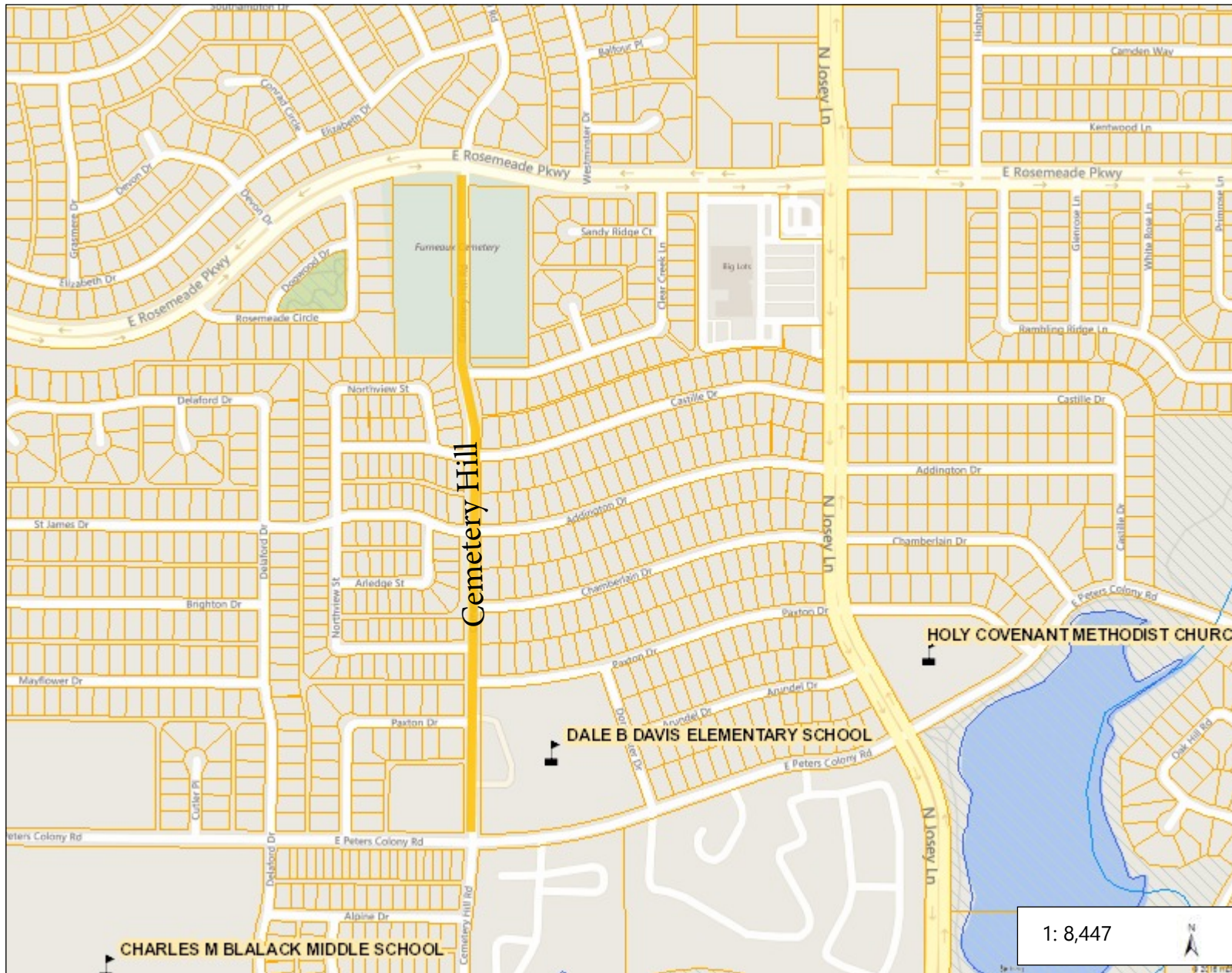
**DALLAS COUNTY**  
SUSAN HAWK  
DISTRICT ATTORNEY

By:

---

Sherri Turner  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



### Legend

- Government Facility
  - City Facility
  - City Leisure Facility
  - Other Government Facility
- Fire Stations
- School
- Railroad
- Property
- Water Body
- Stream
- Park
- City Of Carrollton
- County

### Notes

Orange highlighted area indicates Cemetery Hill Road project limits

1,407.9 0 703.94 1,407.9 U.S. Survey Feet



**Construction Estimate  
Dallas County District 4  
Dr. Elba Garcia Commissioner**

**Date:** March 2, 2016

**For:** City of Carrollton

**Project:** Type E Streets

**Subject:** Cemetery Hill Asphalt Estimate

**Total Cost Estimate:** **\$47,755.38**

Cost/Sq.Yd: **\$21.60**

**Scope of Work:** (1) Set-up traffic signs and cones; (2) Surface mill street 2 inches; (3) mark all base repairs and mill down 6 inches; (4) Repair base failures with 6 inches of cement treated base in 3 inch lifts and compact; (5) Apply emulsion and level-up overlay with 3/4 inch of Type (D) hot mix asphalt; (6) Apply emulsion and overlay with 1 3/4 inches of Type (D) hot mix asphalt; (7) Haul millings and sub-base material to TXI Plant; (8) Remove all traffic devices and clean street.

<b>Labor Cost</b>	<b>Lbs./Sq.Yd s.</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
Milling	220	1915	Sq.Yds.	\$1.50	\$2,872.50
Base Milling	660	322	Sq.Yds.	\$4.30	\$1,384.60
Base in place	660	322	Sq.Yds.	\$4.30	\$1,384.60
Hauling		667	Tons	\$4.92	\$3,281.64
Overlay	220	1915	Sq.Yds.	\$2.64	\$5,055.60
Entry Ways	220	296	Sq.Yds.	\$2.64	<u>\$781.44</u>
					<b>\$14,760.38</b>

<b>Material Cost</b>	<b>Lbs./Sq.Yd s.</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
Emulsion	0.15	333	Gal	\$3.00	\$999.00
CTB Base	660	106	Tons	\$16.00	\$1,696.00
Type D Hot Mix	220	245	Tons	\$50.00	<u>\$12,250.00</u>
					<b>\$14,945.00</b>

<b>Equipment Cost</b>	<b>Hours</b>	<b>Cost/Hrs.</b>	<b>Total</b>
	475	\$38.00	<b>\$18,050.00</b>

<b>Total</b>	<b>Sq.Yds.</b>	<b>Cost/Sq. Yd.</b>	<b>Lane Miles</b>	<b>Cost/Ln Mile</b>	<b>Grand Total</b>
	<b>2,211</b>	<b>\$21.60</b>	<b>0.376</b>	<b>\$124,930.69</b>	<b>\$47,755.38</b>

<b>Street Blocks</b>	<b>From</b>	<b>To</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Yds</b>	<b>Base Sq.Yds.</b>	<b>Total Sq.Yds</b>
3600 Cemetery Hill	Clear Creek	Rosemead	718	24	1,915	322	2,237



Entry Ways	Clear Creek	Rosemead	82	20	296		296
					2,211	322.00	2,533

**Construction Estimate  
Dallas County District 4  
Dr. Elba Garcia Commissioner**

**Date:** February 9, 2016**For:** City of Carrollton**Project:** Type E Streets**Subject:** Cemetery Hill Concrete Estimate**Total Cost Estim**    **\$63,875.22**                      Cost/Sq.Yd: **\$18.01**

**Scope of Work:** (1) Set-up traffic signs and cones; (2) Surface mill street .5 inches; (3) Apply emulsion and level-up overlay with 1 inch of Type (D) hot mix asphalt; (4) Apply emulsion and overlay with 2 inches of Type (D) hot mix asphalt; (5) Haul millings to TXI Plant; (6) Remove all traffic devices and clean street.

Labor Cost	Lbs./Sq.Yds.	Quantity	Units	Unit Cost	Total
Milling	55	3547	Sq.Yds.	\$1.50	\$5,320.50
Hauling		692	Tons	\$4.92	\$3,404.64
Overlay	330	3547	Sq.Yds.	\$2.64	<u>\$9,364.08</u>
					<b>\$18,089.22</b>

Material Cost	Lbs./Sq.Yds.	Quantity	Units	Unit Cost	Total
Emulsion	0.15	532	Gal	\$3.00	\$1,596.00
Type D Hot Mix	110	195	Tons	\$50.00	\$9,750.00
Type D Hot Mix	220	400	Tons	\$50.00	<u>\$20,000.00</u>
					<b>\$31,346.00</b>

Equipment Cost	Hours	Cost/Hrs.	Total
	380	\$38.00	<b>\$14,440.00</b>

Mill & Overlay Sq. Yds	Total Sq.Yds.	Cost/Sq. Yd.	Lane Miles	Cost/Ln Mile	Grand Total
	<b>3,547</b>	<b>\$18.01</b>	<b>0.604</b>	<b>\$72,611.29</b>	<b>\$63,875.22</b>

Street Blocks	From	To	Length	Width	Sq. Yds	Base Repair	Total Sq.Yds
3200-3500 Cemetery Hill	Peters Colony	Castille Dr	1520	21	3,547		3,547
					<b>3,547</b>	<b>0.00</b>	<b>3,547</b>

**Construction Estimate  
Dallas County District 4  
Dr. Elba Garcia Commissioner**

**Date:** February 10, 2016

**For:** City of Carrollton

**Project:** Type E Streets

**Subject:** Homer and Norris Estimate

**Cost Estimate:**     **\$87,016.12**                      Cost/Sq.Yd: **\$22.89**

**Scope of Work:** (1) Set-up traffic signs and cones; (2) Surface mill street 2 inches; (3) Mark all base repairs and mill down 6 inches; (4) Repair base failures with 6 inches of cement treated base in 3 inch lifts and compact; (5) Apply emulsion and level-up overlay with 3/4 inch of Type (D) hot mix asphalt; (6) Apply emulsion and overlay with 1 3/4 inches of Type (D) hot mix asphalt; (7) Haul millings and sub-base material to TXI Plant; (8) Remove all traffic devices and clean street.

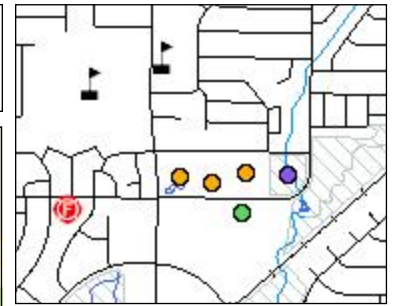
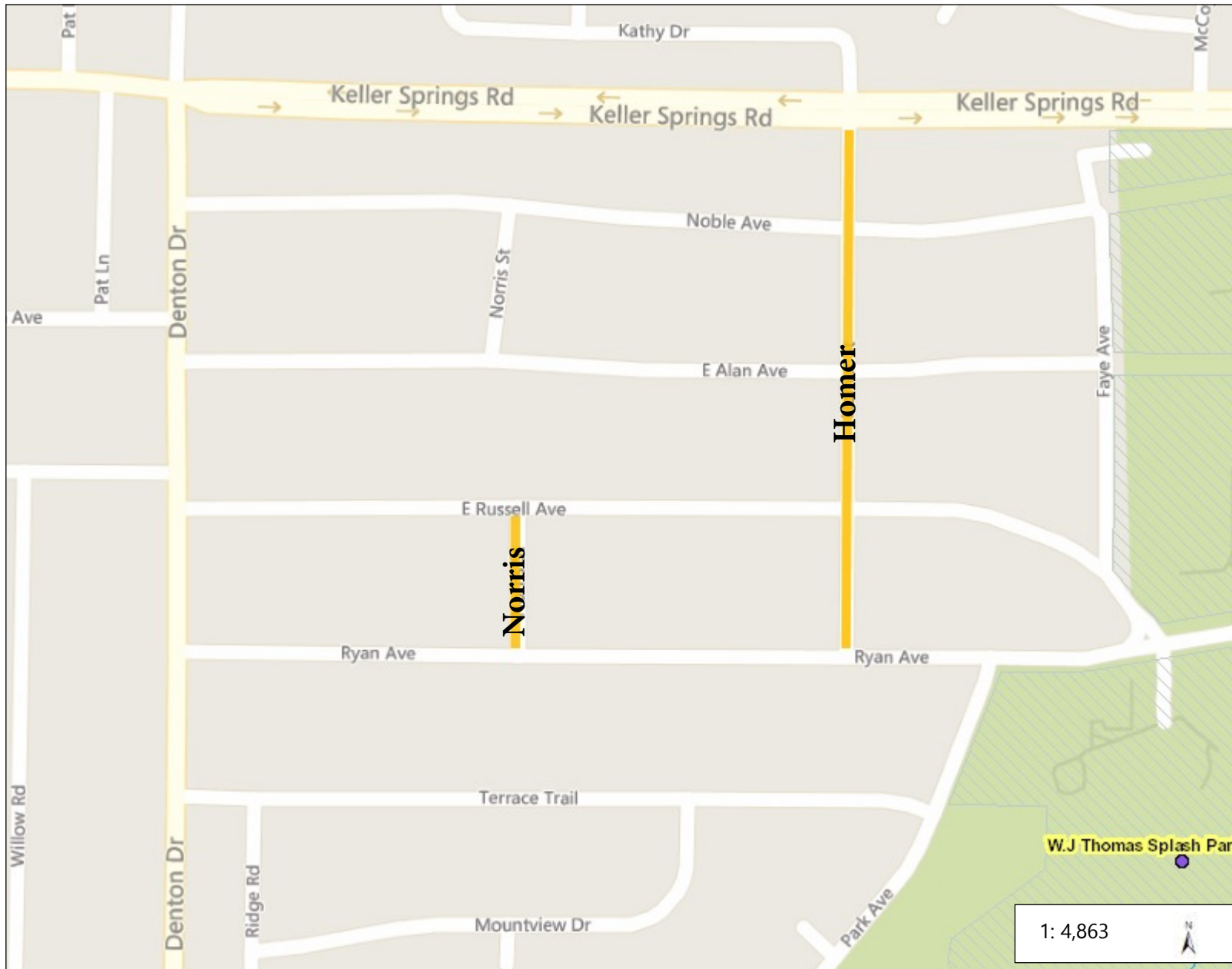
<b>Labor Cost</b>	<b>Lbs./Sq.Yd s.</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
Milling	220	3800	Sq.Yds.	\$1.50	\$5,700.00
Base Milling	660	555	Sq.Yds.	\$4.30	\$2,386.50
Base in place	660	555	Sq.Yds.	\$4.30	\$2,386.50
Hauling		1336	Tons	\$4.92	\$6,573.12
Overlay	275	3800	Sq.Yds.	\$2.64	\$10,032.00
					<b>\$27,078.12</b>

<b>Material Cost</b>	<b>Lbs./Sq.Yd s.</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
Emulsion	0.15	570	Gal	\$3.00	\$1,710.00
CTB Base	660	184	Tons	\$16.00	\$2,944.00
Type D Hot Mix	275	522	Tons	\$50.00	\$26,100.00
					<b>\$30,754.00</b>

<b>Equipment Cost</b>	<b>Hours</b>	<b>Cost/Hrs.</b>	<b>Total</b>
	768	\$38.00	<b>\$29,184.00</b>

<b>Total</b>	<b>Total Sq.Yds.</b>	<b>Cost/Sq. Yd.</b>	<b>Lane Miles</b>	<b>Cost/Ln Mile</b>	<b>Grand Total</b>
	<b>3,800</b>	<b>\$22.89</b>	<b>0.639</b>	<b>\$136,175.46</b>	<b>\$87,016.12</b>

<b>Street Blocks</b>	<b>From</b>	<b>To</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Yds</b>	<b>Base Sq. Yds.</b>	<b>Total Sq.Yds</b>
1800-1900 Homer	Ryan	Keller Springs	1122	24	2,992	511	3,503
1800 Norris	Ryan	Russell	303	24	808	44	852
					<b>3,800</b>	<b>555.00</b>	<b>4,355</b>



### Legend

- Government Facility
  - City Facility
  - City Leisure Facility
  - Other Government Facility
- Fire Stations
- School
- Railroad
- Water Body
- Stream
- Park
- City Of Carrollton
- County

1: 4,863



810.5 0 405.23 810.5 U.S. Survey Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

Orange highlighted area indicates Homer St. and Norris St. project limits

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROJECT SPECIFIC AGREEMENT (PSA) WITH DALLAS COUNTY FOR TYPE “E” STREET OVERLAY PROJECTS ON 3200 THROUGH 3600 BLOCKS OF CEMETERY HILL ROAD, THE 1800 THROUGH 1900 BLOCKS OF HOMER STREET, AND THE 1800 BLOCK OF NORRIS STREET; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Carrollton, Texas and the County of Dallas, Texas desire to enter into a project specific agreement for the purpose of improving 3200 through 3600 blocks of Cemetery Hill Road, the 1800 through 1900 blocks of Homer Street, and the 1800 block of Norris Street; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791, as amended) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the Dallas County Public Works Department has previously provided labor, materials, and overhead for asphalt overlays of city streets; and

**WHEREAS**, Cemetery Hill Road, Homer Street, and Norris Street are each a Type “E” street classification which does not include financial participation by Dallas County.

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

**SECTION 1:**

All of the above premises 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 enter into a Project Specific Agreement (PSA) with Dallas County for milling and overlay of the existing street surface on 3200 through 3600 blocks of Cemetery Hill Road, the 1800 through 1900 blocks of Homer Street, and the 1800 block of Norris Street.

**SECTION 3:**

The City of Carrollton will provide 100% of the “not to exceed” cost in the amount of \$198,646.72 to be deposited with Dallas County prior to commencement of construction.

**SECTION 4:**

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

**SECTION 5:**

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 5<sup>th</sup> day of April, 2016.

**ATTEST**

**CITY OF CARROLLTON, TEXAS**

\_\_\_\_\_  
Laurie Garber, City Secretary

\_\_\_\_\_  
Matthew Marchant, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Meredith A. Ladd  
City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Robert Kopp  
Director of Public Works



# City of Carrollton

## Agenda Memo

File Number: 2567

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*19.

**CC MEETING:** April 5, 2016

**DATE:** March 30, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Robert B. Scott, Assistant City Manager

Consider All Matters Incident And Related To The Issuance And Sale Of “City Of Carrollton, Texas, General Obligation Improvement And Refunding Bonds, Series 2016”, Including The Adoption Of An Ordinance Authorizing The Issuance Of Such Bonds, Establishing Parameters For The Sale And Issuance Of Such Bonds And Delegating Certain Matters To Authorized Representatives Of The City.

### **BACKGROUND:**

The City plans to offer for sale at competitive bid the Series 2016 General Obligation Improvement and Refunding Bonds consisting of combined proceeds of approximately \$33,843,718 including premiums, on May 3, 2016. The issue consists of approximately \$20,186,301 of new improvement bonds and approximately \$13,657,417 for refunding bonds. The new improvement bonds are being issued to provide funds for street improvements in the amount of \$9,300,000; traffic improvements in the amount of \$250,000; park improvements in the amount of \$2,550,000; economic development incentives in the amount of \$400,000; public safety facilities improvements in the amount of \$7,500,000; and to pay estimated costs of issuance of \$185,680. The refunding bonds will refund \$12,720,000 of Series 2007 bonds and pay accrued interest and costs of issuance. The attached parameters ordinance also allows refunding of series 2009 and 2010 bonds. Refunding of these issues in 2016 was originally rejected due to the amount of negative arbitrage that would result. If market conditions change significantly from when this decision was originally made the ordinance provides the flexibility for the city to refund these additional issues.

### **FINANCIAL IMPLICATIONS:**

The Bonds are tax-supported debt. All costs of issuance will be paid from the proceeds from the issuance of the bonds. Bonds will be subject to arbitrage law.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

Issuance of the Series 2016 new improvement bonds will assist the City in the continuation of

the capital improvement program. The issuance of the refunding bonds is projected to provide a net present value savings of debt service of approximately \$1.8 million.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Consider all matters incident and related to the issuance and sale of “City of Carrollton, Texas, General Obligation Improvement and Refunding Bonds, Series 2016”, including the adoption of an ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized representative of the City.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF CARROLLTON, TEXAS, GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2016"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF THE BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AUTHORIZED CITY REPRESENTATIVES

**WHEREAS**, the City Council of the City of Carrollton, Texas (the "City"), hereby finds and determines that general obligation bonds approved and authorized to be issued at elections held January 16, 1998, November 6, 2007 and November 5, 2013 should be authorized to be issued at this time; a summary of the general obligation bonds authorized at said elections, as well as at an election held May 15, 2004, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this ordinance and amounts remaining to be issued subsequent hereto shall be as follows (or as provided in the Pricing Certificate hereinafter referenced):

<u>Election Date</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Amounts Previously Issued</u>	<u>Amount Being Issued</u>	<u>Unissued Balance</u>
01-16-98	Traffic Improvements	\$ 5,100,000	\$5,050,000	\$ 50,000	\$ -0-
05-15-04	Traffic Improvements	450,000	-0-	200,000	250,000
05-15-04	Drainage Improvements	15,400,000	15,400,000	-0-	-0-
11-06-07	Drainage Improvements	9,200,000	1,379,567	-0-	7,820,433
11-06-07	Economic Development Incentives	2,000,000	1,600,000	400,000	-0-
11-05-13	Street Improvements/Traffic Flow	43,175,000	10,230,222	9,300,000	23,644,778
11-05-13	Drainage Improvements	8,780,000	-0-	-0-	8,780,000
11-05-13	Parks & Recreation Facilities	8,545,000	4,085,000	2,550,000	1,910,000
11-05-13	Public Safety Facilities	14,500,000	7,000,000	7,500,000	-0-

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

**WHEREAS**, the City currently has outstanding obligations (hereinafter collectively called the "Refunded Bonds"), to wit:

- (1) City of Carrollton, Texas, General Obligation Improvement Bonds, Series 2007, dated August 1, 2007;
- (2) City of Carrollton, Texas, General Obligation Improvement and Refunding Bonds, Series 2009, dated April 15, 2009
- (3) City of Carrollton, Texas, General Obligation Improvement and Refunding Bonds, Series 2010, dated April 15, 2010; and

**WHEREAS**, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the City Council of the City is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Bonds, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

**WHEREAS**, the City shall by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1207 and Chapter 1371, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof and to select the specific maturities, in whole or in part, of the Refunded Bonds to be refunded and negotiate the terms of sale thereof; and

**WHEREAS**, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Bonds in order to achieve a present value debt service savings and to authorize the issuance of the Bonds in one or more series and the terms of such bonds to be included in one or more pricing certificates (each a "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Texas Government Code, Section 1207.007, as amended, and Texas Government Code, Chapter 1371, as amended;

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

**SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date.** General obligation bonds of the City shall be and are hereby authorized to be issued in one or more series in the aggregate principal amount set forth in the applicable Pricing Certificate to be designated and bear the title "CITY OF CARROLLTON, TEXAS GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2016" (herein referred to as the "Bonds"), for the purposes of providing funds (1) for permanent public improvements and public purposes, to wit: \$250,000 for traffic flow improvements, including signalization and the acquisition of land and rights-of-way therefor, \$400,000 to fund economic development incentives in furtherance of the economic development program established under Chapter 380, Texas Local Government Code, as amended, \$9,300,000 for street improvements and traffic flow improvements, including signalization, drainage improvements related thereto and the acquisition of land and rights-of-way therefor, \$2,550,000 for constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor and \$7,500,000 for constructing, improving and equipping public safety facilities (or as otherwise provided in the applicable Pricing Certificate) and (2) for the discharge and final payment of certain obligations of the City (described in the preamble hereof and finally identified in the applicable Pricing Certificate and referred to as the "Refunded Bonds") and to pay the costs and expenses of issuance, all as provided in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207, 1331 and 1371, as amended.

**SECTION 2: Bond Date - Fully Registered Obligations - Terms.** The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate. The Bonds shall be issued as

fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

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

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized Texas Government Code, Chapter 1207, as amended, and Texas Government Code, Chapter 1371, as amended, the Chief Financial Officer or City Treasurer (either, a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining whether the Bonds shall be issued in one or more series, the selection of the specific maturities or series in whole or in part of the Refunded Bonds to be refunded, determining the aggregate principal amount of each series of Bonds, the aggregate principal amount to be issued for new money purposes and the amounts to be issued from each proposition (if different from that reflected on page 1 hereof), the aggregate principal amount to be issued for refunding purposes, as applicable, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrars, the designation of an escrow agent satisfying the requirements of Texas Government Code, Chapter 1207, as amended, the terms of any bond insurance applicable to the Bonds, the designation of one or more funds for the payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds all of which shall be specified in the applicable Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$51,000,000;

(ii) the refunding must produce present value debt service savings of at least 8.00%, net of any contribution by the City;

(iii) the true interest cost rate for the Bonds shall not exceed 3.50%;  
and

(iv) the maximum maturity date for the Bonds shall not exceed August 15, 2031.

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

(b) The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

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

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

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

authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

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

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

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

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same

obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

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

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

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

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

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the

Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

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

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

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount of the Bonds with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

#### SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and

other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

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

(b) Form of Definitive Bonds.

REGISTERED  
NO. R-\_\_\_\_\_

PRINCIPAL AMOUNT  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF CARROLLTON  
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BOND  
SERIES 2016

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
_____	_____%	_____	_____

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The City of Carrollton (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Dallas, Denton and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the \_\_\_\_\_) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing \_\_\_\_\_, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the



Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the \_\_\_\_\_ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds") for the purposes of providing funds (1) for permanent public improvements and public purposes, to wit: \$250,000 for traffic flow improvements, including signalization and the acquisition of land and rights-of-way therefor, \$400,000 to fund economic development incentives in furtherance of the economic development program established under Chapter 380, Texas Local Government Code, as amended, \$9,300,000 for street improvements and traffic flow improvements, including signalization, drainage improvements related thereto and the acquisition of land and rights-of-way therefor, \$2,550,000 for constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor and \$7,500,000 for constructing, improving and equipping public safety facilities, and (2) the discharge and final payment of certain outstanding obligations of the City and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

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

Term Bonds due  
Redemption Date

Principal Amount

Term Bonds due  
Redemption Date

Principal Amount

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

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

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

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the

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

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

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

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF CARROLLTON, TEXAS

COUNTERSIGNED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(  
(  
(  
(

REGISTER NO. \_\_\_\_\_

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

WITNESS my signature and seal of office this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

\_\_\_\_\_,  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

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

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

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

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

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

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

NO. T-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF CARROLLTON  
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BOND  
SERIES 2016

Bond Date:  
\_\_\_\_\_

Registered Owner:

Principal Amount:

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

\_\_\_\_\_ in the years and in principal installments in accordance with the following schedule:

Stated Maturity	Principal <u>Installment</u>	Interest <u>Rate(s)</u>
--------------------	---------------------------------	----------------------------

(Information to be inserted from Pricing Certificate).

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

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

credit of a "Special 2016 Refunding Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to the payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest, if any, received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

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

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

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

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



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

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

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

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to

investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

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

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of

the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

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

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

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

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

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

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

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

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

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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

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

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and

if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer, and City Secretary of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued, and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Qualified Advanced Refunding. A portion of the Bonds is issued to refund the Refunded Bonds. The Bonds will be issued more than 90 days before the redemption of the Refunded Bonds. The City represents as follows:

(i) The Bonds are the first advance refunding of the Refunded Bonds within the meaning of Section 149(d)(3) of the Code.

(ii) The Refunded Bonds are being called for redemption, and will be redeemed not later than the earliest date on which such issue may be redeemed.

(iii) The initial temporary period under Section 148(c) of the Code will end: (i) with respect to the proceeds of the Bonds not later than thirty (30) days after the date of issue of such Bonds; and (ii) with respect to proceeds of the Refunded Bonds on the Closing Date if not ended prior thereto.

(iv) On and after the date of issue of the Bonds, no proceeds of the Refunded Bonds will be invested in Nonpurpose Investments having a Yield in excess of the Yield on such Refunded Bonds.

(v) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. There is a present value savings associated with the refunding.

In the issuance of the Bonds the City has neither: (i) overburdened the tax-exempt bond market by issuing more bonds, issuing bonds earlier or allowing bonds to remain outstanding longer than reasonably necessary to accomplish the governmental purposes for which the Bonds were issued; (ii) employed an "abusive arbitrage device" within the meaning of Section 1.148-10(a) of the Regulations; nor (iii) employed a "device" to obtain a material financial advantage based on arbitrage, within the meaning of Section 149(d)(4) of the Code apart from savings attributable to lower interest rates and reduced debt service payments in early years.

SECTION 15: Sale of Bonds – Official Statement. The Bonds authorized by this Ordinance may be sold by the City to the purchaser(s) (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with one or more bond purchase agreements (each, a "Purchase Contract"), (ii) by private placement, in accordance with an agreement to purchase or other agreement, or (iii) by competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the City and as the act and deed of this City Council.

The Pricing Officer is hereby authorized and directed to execute said Purchase Contract for and on behalf of the City and as the act and deed of this City Council.

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

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;

11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

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

SECTION 16: Special Escrow Agreement. A "Special Escrow Agreement" (the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent") shall be attached to, and approved in, the applicable Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of said Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF CARROLLTON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the applicable Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, the Ordinance, the Pricing Certificate, and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Bonds an amount which, together with the proceeds of sale, and the investment earnings thereon, will be sufficient to pay in full the Refunded Bonds (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on



the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Bonds (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

SECTION 17: Refunded Bonds. (a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amounts set forth in the applicable Pricing Certificate, are called for redemption on the first date(s) such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the applicable Pricing Certificate at the price of par plus accrued interest to the redemption dates, and notices of such redemption shall be given in accordance with the applicable provisions of the ordinances adopted by the City Council of the City which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to provide documentation, including a copy of this Ordinance and the applicable Pricing Certificate, to each paying agent/registrar for the Refunded Bonds, together with suggested forms of notice of redemption to be sent to bondholders (such suggested forms of notice of redemption for each series of Refunded Bonds to be substantially the forms set forth as Exhibits to the applicable Pricing Certificate), to each and every paying agent/registrar for Refunded Bonds, in accordance with the redemption provisions applicable to each series of the Refunded Bonds.

(b) Each paying agent/registrar for Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the respective ordinances authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 16 of this Ordinance and by the Pricing Officer in the applicable Pricing Certificate.

SECTION 18: Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

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

SECTION 19: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, amounts to pay municipal bond insurance premium, if any, any accrued interest received from the Purchasers of the Bonds and amounts to be deposited to the construction fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or as provided in the applicable Pricing Certificate. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Bonds shall be disbursed for payment of costs of issuance, disbursed for the payment of municipal bond insurance premium, if any, to pay costs of accomplishing the new money purposes for which a portion of the Bonds are being issued, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the City or its Financial Advisor. Accrued interest and premium in the amount, if any, specified in the applicable Pricing Certificate received from the sale of the Bonds shall be deposited to the credit of the Interest and Sinking Fund. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by the City Council of the City.

Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Any excess bond proceeds issued for new money purposes, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

Additionally, the Pricing Officer shall determine the amount, if any, of any City contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Bonds.

SECTION 20: Notices to Holders-Waiver. Wherever this Ordinance or the applicable Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the applicable Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, Bond Counsel to the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the applicable Pricing Certificate, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance and the applicable Pricing Certificate shall be and remain controlling as to the matters contained herein and therein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 29: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 30: Incorporation of Findings and Determinations. The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31: Continuing Disclosure Undertaking.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

"SEC" means the United States Securities and Exchange Commission.

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

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

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

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

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

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

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

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

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

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

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

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

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

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

SECTION 32: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 33: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer, and City Secretary, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the

Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 34: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Government Code, as amended.

SECTION 35: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028.

*[remainder of page left blank intentionally]*



PASSED AND ADOPTED, this April 5, 2016.

CITY OF CARROLLTON, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(City Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of \_\_\_\_\_, 2016 (this "Agreement"), by and between \_\_\_\_\_, a banking association duly organized and existing under the laws of the \_\_\_\_\_, or its successors or assigns (the "Bank") and the City of Carrollton, Texas (the "Issuer"),

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Carrollton, Texas, General Obligation Improvement and Refunding Bonds, Series 2016" (the "Securities"), dated \_\_\_\_\_, 2016, such Securities scheduled to be delivered to the initial purchasers thereof on or about \_\_\_\_\_, 2016; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE One**

#### **APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

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

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

Section 1.02 **Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE Two DEFINITIONS

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

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

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

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

"Financial Advisor" – means RBC Capital Markets, LLC.

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

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

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

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

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

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

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

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

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

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

### ARTICLE Three PAYING AGENT

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

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

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

## ARTICLE Four REGISTRAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE Five THE BANK

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

Section 5.02 **Reliance on Documents, Etc.**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of \_\_\_\_\_, \_\_\_\_\_.

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

## ARTICLE Six MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

Section 6.11 **Termination**. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

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

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

Section 6.12 **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally.]*

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

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_

Title: \_\_\_\_\_

CITY OF CARROLLTON, TEXAS

By: \_\_\_\_\_  
Pricing Officer

Address: 1945 E. Jackson Road  
Carrollton, Texas 75006



# City of Carrollton

## Agenda Memo

File Number: 2569

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*20.

**CC MEETING:** April 5, 2016

**DATE:** February 26, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Ravi Shah, Director of Development Services

Consider A Resolution Authorizing The City Manager To Negotiate And Execute A "Billboard Removal" Tax Rebate Agreement With Overlook At Prestonwood, LP, Located At 3033 East Hebron Parkway In An Amount Not To Exceed \$285,000.00.

### BACKGROUND:

Overlook at Prestonwood, LP has requested a tax rebate for the new four-story, 183 unit age-restricted community to be located at the northwest corner of Marsh Lane and Hebron Parkway.

On October 13, 2015, City Council adopted the Billboard Removal Tax Rebate Program. The program is intended to facilitate the removal of billboards along major thoroughfares and allow development to occur on property without the interference of existing, non-conforming billboards. Under this program, tax rebates are provided to assist in the removal of billboards for qualified properties in order to reduce visual clutter and blight and help the affected properties develop to their full potential.

The objective of the program is to remove obstacles for future development, improve the corridor's visual character, sustain property values, and encourage quality private investment along strategic corridors. The estimated project construction valuation on this site is approximately \$25,808,815.00.

Staff presented the rebate application to the Re-Development Sub-Committee on March 1, 2016. The Sub-Committee unanimously recommended approval of the rebate agreement.

The property is located within the limits of the eligible corridors identified in the policy. All applicable demolition and removal permits, contractor registrations and licensing must be obtained prior to the commencement of any construction work. In addition, all applicable permit fees will be included as part of this incentive package.

### FINANCIAL IMPLICATIONS:

Under this program, the owner/developer of the property is eligible for a tax rebate of ad valorem taxes on the property upon which the billboard is located for a period not to exceed

five (5) years, equal to up to 100% of the total billboard lease value and the cost of the actual billboard removal and demolition, not to exceed \$285,000. In accordance with the Billboard Removal Tax Rebate Program, the ad valorem tax can only be rebated after a Certificate of Occupancy has been issued for the new development on the property and the first year's total property taxes have been paid to the City of Carrollton.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

In accordance with the Economic Development plan of enhancing the tax base, the City of Carrollton is committed to sustaining the highest quality of development and quality of life for its citizens. The City Council has identified billboard sign control as an important initiative. Because of billboards' size and intrusion on prime developable property, they are of particular concern to pending and future development. The development of this site will generate additional tax revenue and enhance the economic viability of the surrounding area.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council approval of a resolution authorizing the City Manager to negotiate and execute a Tax Rebate Agreement with Overlook at Prestonwood, LP, located at 3033 East Hebron Parkway in an amount not to exceed \$285,000.00

**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 OVELOOK AT PRESTONWOOD PARTNERSHIP, LP, ESTABLISHING A PROGRAM OF GRANTS IN AMOUNTS NOT TO EXCEED \$285,000 FOR THE NORTH WEST CORNER OF MARSH LANE AND HEBRON PARKWAY, 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 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 along the City’s Major Public Corridors; and

**WHEREAS**, the City is committed to sustaining the highest quality of development and ensure economic vitality of Carrollton infrastructure including visual appeal; and

**WHEREAS**, the City will provide for a tax rebate program to assist in the removal of billboards for qualified properties in order to reduce visual clutter and blight and help the affected properties develop to their full potential; and

**WHEREAS**, the parcel of land is located in Carrollton; and

**WHEREAS**, Overlook at Prestonwood Partnership, LP (“Owner”) plans to demolish and remove the billboard in its entirety, including all utilities to the billboard.

**WHEREAS**, the said billboard will not be relocated on the property or within the City nor will the relocation of the billboard be allocated anywhere along the roadways adjoining the boundaries of the City of Carrollton.

**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 \$285,000 for the redevelopment at the northwest corner of Marsh Lane and Hebron Parkway, which property is further described by its legal description as Lot 1, Block A, Shops at Prestonwood Addition, Phase 3.

**WHEREAS**, 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 Billboard Removal Tax Rebate 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 Tax Rebate 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 Tax Rebate Agreement with The Overlook at Prestonwood Partnerships, LP, 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 Tax Rebate 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, and the City may make rebates of ad valorem taxes on the property upon which the billboard is located, for a period not to exceed five (5) years, equal to up to 100% of the total billboard lease value and the cost of the actual billboard removal and demolition, not to exceed \$285,0000 in rebated tax value.

**SECTION 4.**

This Resolution shall take effect upon passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 5th day of April, 2016.

CITY OF CARROLLTON, TEXAS

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Matthew Marchant, Mayor



ATTEST:

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Laurie Garber, City Secretary

APPROVED AS TO FORM:

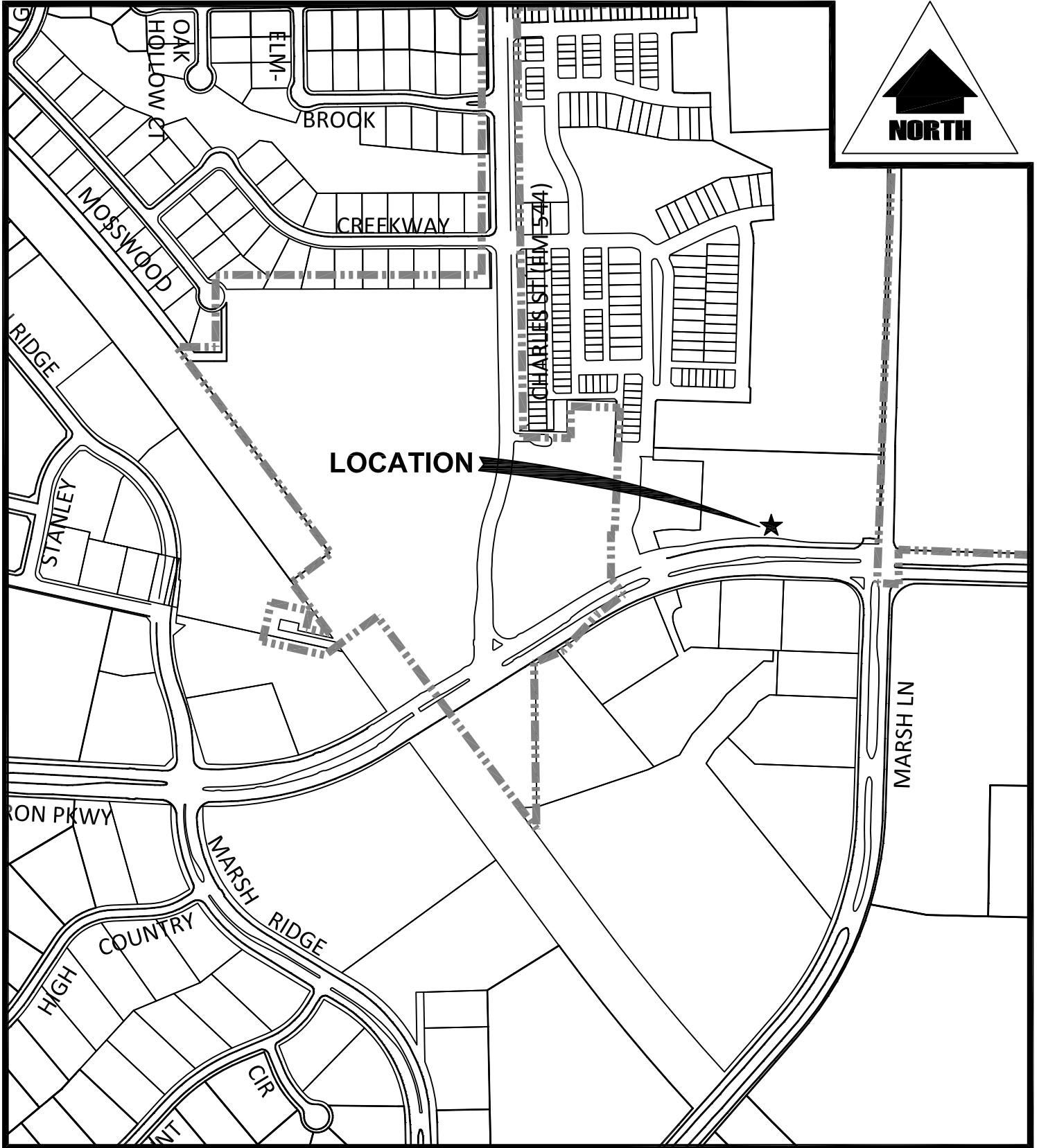
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Meredith A. Ladd  
City Attorney

APPROVED AS TO CONTENT:

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Ravi Shah  
Director of Development Services



**CARROLLTON**  
TEXAS

*Where Connections Happen*

## BILLBOARD REBATE OVERLOOK AT PRESTONWOOD, LP

SCALE: NTS DATE: 03/16

**PLANNING  
DEPARTMENT**



# City of Carrollton

## Agenda Memo

File Number: 2568

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*21.

**CC MEETING:** April 5, 2016

**DATE:** March 28, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Krystle Nelinson, Development Program Manager

Consider A Resolution Authorizing The City Manager To Execute A Contract With Wehner Multifamily, LLC, For Asset Management Services In An Amount Not To Exceed \$33,368.00.

### **BACKGROUND:**

City Council approved the final purchase of the Fannidella Townhouse Apartments at 1410 Fannidella Drive on July 7, 2015. The closing is scheduled for April 29, 2016. According to the current rent roll, there are 32 units in the complex - of which, 30 leases are month-to-month and the remaining 2 leases expire in early 2017.

Staff has determined that the City will require the services of an asset manager to provide property maintenance services, operations management including rent collections and tenant/City communications, financial reporting, accounting services and to manage the preparation of the site for redevelopment as a part of the Crosby Road Redevelopment initiative. Staff is recommending Wehner Multifamily, LLC, as the City's asset manager as they are already managing the site and are familiar with the complex's operations. Wehner Multifamily specializes in multifamily property management with a portfolio primarily representing C and B class apartment communities throughout the Dallas/Ft. Worth Metroplex.

The contract with Wehner Multifamily will expire once the apartment complex is no longer occupied by tenants. The current rent roll indicates that the last lease will expire in February 2017.

### **FINANCIAL IMPLICATIONS:**

The total cost of the contract is \$23,368, which is comprised of a \$1,000 start-up fee, \$1,800 monthly fee for 12 months, and a \$2 per unit per month fee for financial reporting. In addition to the contract amount, staff is seeking an additional \$10,000 to be used by Wehner Multifamily for any potential property maintenance. Wehner Multifamily has an open-checkbook policy so

the City can monitor all expenses. At the close of the contract, any remaining contingency funds will be remitted back to the City. Funding for this contract is available in the capital funds account.

As the property owner, the City will benefit from rental income. The City will receive approximately \$21,990 during the first month of ownership, and the amount will diminish as the tenants' leases expire.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

The acquisition and redevelopment of this property as a part of the greater Crosby Road Redevelopment initiative will greatly benefit the surrounding properties by increasing their values and removing a source of blight from the area. In addition, the City will permanently remove a major obstacle to the revitalization of Historic Downtown Carrollton.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends approval of the attached resolution authorizing the City Manager to execute a contract with Wehner Multifamily, LLC, for asset management services in an amount not to exceed \$33,368.00.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MANAGEMENT CONTRACT WITH WEHNER MULTIFAMILY, LLC, FOR ASSET MANAGEMENT SERVICES FOR THE FANNIDELLA TOWNHOUSE APARTMENTS LOCATED AT 1410 FANNIDELLA DRIVE; 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 removing blighted apartments along Crosby Road near the City’s recently rehabilitated Crosby Recreation Center; and

**WHEREAS**, the City Council authorized the purchase of 1.58 acres of land, 1410 Fannidella Drive, Fannidella Apartments, Block A, Lot 1, City Carrollton, Dallas County, located along Crosby Road (“Property”) on July 7, 2015; and

**WHEREAS**, the City desires to engage and employ an asset manager to provide property maintenance services, operations management, financial reporting, and accounting services; 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 Wehner Multifamily, LLC, 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 management contract with Wehner Multifamily, LLC, 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 Management Contract, 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 \$33,368.

**SECTION 4.**

This Resolution shall take effect upon passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 5th day of April, 2016.

CITY OF CARROLLTON, TEXAS

\_\_\_\_\_  
Matthew Marchant, Mayor

ATTEST:

\_\_\_\_\_  
Laurie Garber, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Meredith A. Ladd  
City Attorney

\_\_\_\_\_  
Krystle Nelinson  
Development Program Manager

\_\_\_\_\_  
Ravi Shah  
Director of Development Services

## Location Map

Address: 1410 Fannidella Drive, Carrollton, Texas, 75006

Legal Description: Fannidella Apartments Blk A Lot 1 Acs 1.58









# City of Carrollton

## Agenda Memo

File Number: 2570

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*22.

**CC MEETING: April 5, 2016**

**DATE:** March 29, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Krystle Nelinson, Development Program Manager

Consider A **Resolution Authorizing The City Manager To Amend The Lease Agreement With MKNC III, LLC For City-Owned Property At 1309 South Broadway And Providing A Tenant Allowance** In An Amount Not To Exceed \$310,000.00.

### **BACKGROUND:**

On January 6, 2015, the City Council authorized the purchase of 1309 South Broadway. Located at the northeast corner of Broadway and Vandergriff, the parcel was used as an automobile repair facility and was considerably blighted. After receiving ownership in March 2015, the City undertook selective demolition and environmental remediation of the property. In June 2015, the City placed the property up for sale. The terms of the sale included a letter of intent to lease the site to Monkey King Noodle Company (MKNC III, LLC) - a highly regarded Deep Ellum-based Chinese food restaurant (D Magazine Best and Observer's best Chinese and Most Interesting 2015).

After two unsuccessful attempts to sell the property, the City completed the lease agreement with MKNC for the property on October 13, 2015. The City intended to work with MKNC to construct and open the restaurant and, shortly thereafter, place the property with its fully operational restaurant on the market for sale.

The very preliminary construction estimates indicated that the restoration of the building structure would cost approximately \$193,000. As such, the original lease agreement between the City and MKNC included \$150,000 in tenant improvement funds to help cover these basic construction costs. Additionally, \$15,000 was provided for the pavement of a shared access easement between Cane Rosso and MKNC.

MKNC solicited three construction bids for the project. Due to the rising costs of construction in the Metroplex and the extent of the work required to restore the existing structure, the actual construction cost is \$377,000. Staff met with the owners of MKNC, as well as their project

architect and contractor, to brainstorm ways to reduce the cost. After value engineering the plans, which brought the cost down to \$359,000, both parties agreed to modify the lease terms to enable the project to move forward.

The attached resolution makes the following changes to the original lease:

- Raises the rent structure for MKNC to an annual lease rate of \$12.00 per square foot for the first five years and \$14.00 per square foot for the second five years (originally \$11.00 and \$13.00, respectively); and
- Provides an additional \$145,000 for tenant improvements (for a total tenant improvement amount of \$310,000).

The \$310,000 tenant allowance provided by the City will be applied solely to restore the existing structure. This expenditure would be necessary for any tenant to occupy the building. Additionally, the owners of MKNC will also be applying \$50,000 of additional capital towards the fixed costs, which is over and above the funds they will invest to finish out the interior.

At their meeting on March 14, 2016, the TOD Sub-Committee unanimously recommended approval of the lease amendments.

**FINANCIAL IMPLICATIONS:**

The original lease agreement included \$165,000 in tenant improvement funds that have not been expended to date. The additional funding of \$145,000 is available in the Transit-Oriented Capital Account.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

The lease of this property meets the City's economic development program goals of providing for enhancing the tax base, redevelopment of aging/ blighted structures, and business attraction.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council approve a resolution authorizing the City Manager to amend the lease agreement with MKNC III, LLC for City-owned property at 1309 South Broadway and providing a tenant allowance in an amount not to exceed \$310,000.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, MODIFYING A LEASE AGREEMENT BY AND BETWEEN THE CITY AND MKNC III LLC, FOR THE USE OF CITY OWNED REAL PROPERTY AT 1309 SOUTH BROADWAY STREET; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MODIFIED LEASE AGREEMENT WITH MKNC III LLC; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Carrollton, Texas ("City Council"), reached an agreement with the owners to purchase blighted property at 1309 South Broadway, City of Carrollton, Dallas County ("Property") on January 6, 2015; and

**WHEREAS**, the lease of the 7,668-square-foot Property for use as a restaurant is beneficial to the City and the economic development of Downtown Carrollton; and

**WHEREAS**, the City agreed to a 120-month lease term with MKNC III, LLC ("Company") on October 13, 2015 to operate a 1,400-square-foot restaurant as Monkey King Noodle Company on the Property; and

**WHEREAS**, the rising cost of construction in the Dallas/Fort Worth Metroplex and the extent of the work required to make the site viable caused the City and the Company to reevaluate the lease terms; and

**WHEREAS**, both parties are committed to the success of Monkey King Noodle Company at the Property and are willing to contribute additional capital to the project and modify the lease to allow for subleases at the discretion of the City; and

**WHEREAS**, Company has agreed to pay a modified annual lease rate of \$12.00 per square foot for the first five years and \$14.00 per square foot for the second five years; and

**WHEREAS**, City has agreed to provide additional funds for tenant improvements, to restore the existing structure, in an amount not to exceed One Hundred Forty-Five Thousand and NO/100 (\$145,000.00) for a total tenant improvement amount not to exceed Three Hundred and Ten Thousand and NO/100 Dollars (\$310,000.00); and

**WHEREAS**, upon review and consideration of the terms of the lease, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager shall be authorized to 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 City Manager is hereby authorized to negotiate and execute a modified lease agreement and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in this Resolution.

### **Section 3**

This Resolution shall take effect upon passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 5th day of April, 2016.

CITY OF CARROLLTON, TEXAS

---

Matthew Marchant, Mayor

ATTEST:

---

Laurie Garber, City Secretary

APPROVED AS TO FORM:

---

Meredith A. Ladd  
City Attorney

APPROVED AS TO CONTENT:

---

Krystle Nelinson  
Development Program Manager

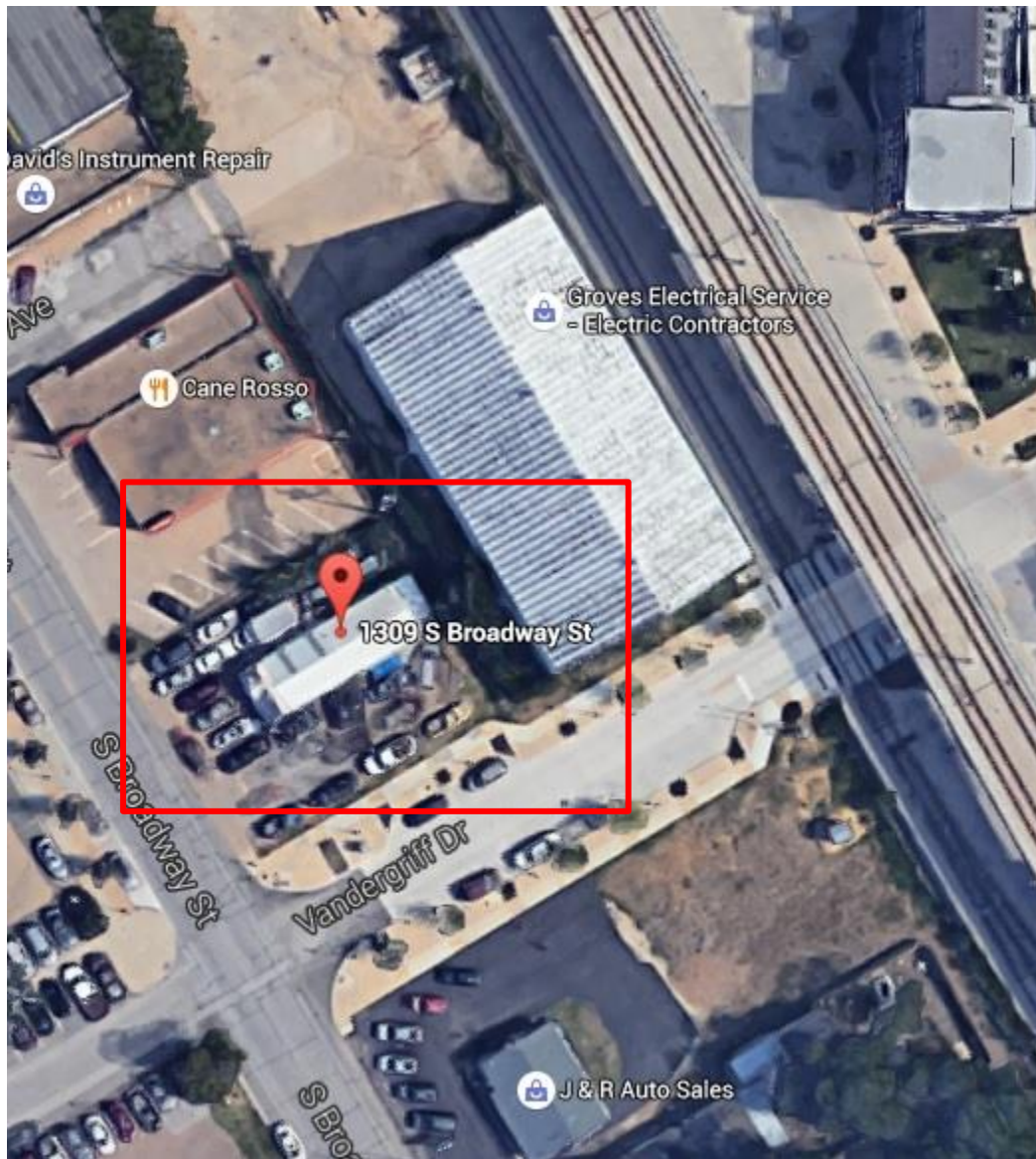
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Ravi Shah  
Director of Development Services

## Location Map

Address: 1309 South Broadway Street, Carrollton, Texas, 75006

Legal Description: Orig Town Carrollton Pt 3 Blk D LT 1 Acs 0.1760







# City of Carrollton

## Agenda Memo

File Number: 2564

**Agenda Date:** 4/5/2016

**Version:** 1

**Status:** Public Hearing/Consent  
Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*23.

**CC MEETING:** April 5, 2016

**DATE:** March 25, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Ordinance To Amend The Zoning On An Approximately 20.3-Acre Tract Located On The South Side Of Parker Road/FM 544 Between Josey Lane And Plano Parkway To Allow For Warehousing And Storage With Modified Development Standards, Amending The Official Zoning Map Accordingly. Case No. 03-16Z1 Interceramic (Zoning). Case Coordinator: Michael McCauley.

### BACKGROUND:

This is a request to amend PD-151 to allow for warehousing and storage uses on an approximately 20.3-acre tract.

Interceramic is a manufacturer and distributor of ceramic tile and natural stone. The proposed development would allow Interceramic to relocate from their existing Garland facility to this site.

### STAFF RECOMMENDATION/ACTION DESIRED:

On March 3, 2016, the Planning & Zoning Commission recommended **APPROVAL** of the request. The attached ordinance reflects the action of the Commission. Because the action of the Commission was unanimous and no public opposition has been received, this item is being placed on the Public Hearing - Consent portion of the agenda.

## RESULT SHEET

**Date:** 04/06/16

**Case No./Name:** 03-16Z1 Interceramic (Zoning)

### A. STIPULATIONS AND RECOMMENDATIONS

Staff recommends approving the request with the special development standards (modified Commission recommended stipulations) written in the proposed ordinance.

### B. P&Z ACTION from P&Z meeting: 03/03/16

Result: **APPROVED** with the following stipulations: /Vote: 8 – 0 (Nesbit absent)

If developed as a warehouse, development shall be in accordance with the attached Conceptual Site Plan, Landscape Plan and Conceptual Artist's Elevation Drawings, provided however that:

- a. Any detention/retention pond shall be landscaped in accordance with City requirements.
- b. A series of evergreen shrubs and shade trees shall be planted along the west property line directly west of the dock doors to screen them from view.
- c. Notwithstanding any sizes shown on said Landscape Plan, all plant materials shall be at least the minimum sizes called for in the Comprehensive Zoning Ordinance.
- d. For all properties fronting Parker Road in this Planned Development, the landscape buffer shall be consistent with the landscape buffer as shown on the Conceptual Landscape plan.
- e. Provide in the sixty-foot-wide landscape buffer along the west property line, directly west of the dock doors a minimum three-foot-high landscape berm upon which are groupings of Eastern Red Cedars and Live Oaks, arranged to help screen the dock doors from view. Said berm shall have a slope no steeper than one foot rise for each three feet of width.

### C. CC PUBLIC HEARING from CC meeting: 04/05/16

Result: /Vote:



## ZONING

Case Coordinator: Michael McCauley

---

### GENERAL PROJECT INFORMATION

**SITE ZONING:** PD-151 for the (CC) Corporate Commercial District

#### SURROUNDING ZONING

#### SURROUNDING LAND USES

NORTH	(CC) Corporate Commercial District	Undeveloped (across Parker Road)
SOUTH	PD-75 for the (MF-15) Multi-Family District	Multi-family residential (across the Kansas City Southern RR)
EAST	PD-151 for the (CC) Corporate Commercial District	Cosmetics manufacturing facility (BeautiControl)
WEST	PD-151 for the (CC) Corporate Commercial District	Undeveloped

**REQUEST:** Amend the zoning to allow a warehouse/distribution facility similar to the one abutting to the east (BeautiControl)

**PROPOSED USE:** Warehouse/distribution/office facility

**ACRES/LOTS:** Approximately 20.3 acres/1 tract (unplatted)

**LOCATION:** South side of Parker Road (FM 544) between Josey Lane and Plano Parkway

**HISTORY:** The subject tract has never been subdivided into a lot of legal record. Except for agricultural uses, the tract has never been developed. PD-151 was originally established in 1998. It was amended in 2005 to allow the BeautiControl facility, and in 2006 to amend their site plan and landscaping plan. Prior to PD-151 being established, the site was zoned for the (CC) Corporate Commercial District.

**COMPREHENSIVE PLAN:** Medium Intensity Office

**TRANSPORTATION PLAN:** Parker Road is designated as an (A6D) Six Lane Divided Arterial.

**OWNER:** Crow Billingsley 544/Carrollton, Ltd.

**REPRESENTED BY:** Billingsley Development Corp.

## **STAFF ANALYSIS**

### **PROPOSAL**

This is a request to amend PD-151 to allow for warehousing and storage uses on an approximately 20.3-acre site located on the south side of Parker Road (FM 544) between Josey Lane and Plano Parkway.

### **ELEMENTS TO CONSIDER**

- The proposed warehouse would also contain offices for the business.
- The proposed development would allow Interceramic to relocate from their existing Garland facility.
- The site is directly west of the BeautiControl manufacturing and headquarters facility.
- The outdoor storage area shown on the Conceptual Site Plan near the southeast corner of the site does not require a screening wall under the requirements of the “base” (CC) Corporate Commercial zoning district because it is not abutting a public street.
- Mutual access through the adjacent BeautiControl site to the east will be provided during the platting process to provide better access to this site.

### **ECONOMIC INCENTIVE BY THE CITY**

On December 28, 2015, the Carrollton City Council entered into an economic incentive agreement with the developer of the property. This is only relevant to the zoning case because said agreement contains a clause which states that the proposed building shall be “...similar to and complimentary to the property immediately east of this site, addressed as 4717 Plano Parkway” (this is the BeautiControl building).

While the proposed Interceramic building does not need to be a copy of the BeautiControl building, there should be a “family resemblance.” To a great extent this will be accomplished simply by both buildings being very large, concrete tilt-wall buildings.

However, the proposed Interceramic building proposes to leave the great majority of the tilt wall in it’s natural, “grey” state while the BeautiControl building has painted their concrete two shades of beige. Using identical glass color would be another way to enhance the “family resemblance” between the two buildings. The BeautiControl building uses a green toned glass, but it is unclear if the Interceramic building will do the same.

The Planning & Zoning Commission considered these items and decided unanimously to support the proposed conceptual building elevations as presented.

### **BUILDING DESIGN**

- The proposed building will have a tilt-wall concrete façade with patterns cast into it and a series of decorative stone panels. Articulation along the north façade (where the office space will be) provide nice building movement.

- The east, west and south (facing the railroad) facades will be a typical “warehouse” style with few to no windows and dock doors.
- The north façade (facing Parker Road) will have significant windows, as this area of the building will have the office space. Windows will “wrap around” the northeast and northwest corner of the building to serve the office space.

## LANDSCAPING

- Landscaping generally meets the requirements of the zoning ordinance. However, the amount of “pervious” surface (i.e. not paved or covered by the building) is only about 16.5%. The (CC) Corporate Commercial District requires 20%.
- To help mitigate the deficiency in the pervious surface area, the applicant is proposing to increase parking lot landscape islands (from one per 12 spaces to one per 10 spaces) and to increase the minimum trunk size for trees to be planted (from 3-inch to 4-inch). Staff initially recommended additional mitigation in the form of a series of shade trees and evergreen shrubs along the west property line, directly west of the dock doors, to help screen them from view until adjacent properties are developed.
- Because the site is being designed and platted as a “flag lot,” staff suggested continuing the proposed landscape buffer strip along Parker Road (FM 544) to the east and west, such that as adjacent lots develop, there will be consistent landscaping.

## CONCLUSION

The applicant’s request for an amendment to the Planned Development to allow their proposal appears appropriate for this site and was supported by the Commission with staff’s initial stipulations. However, since the Commission’s recommendation, the applicant will be asking the City Council for changes to the following stipulations below with staff’s response in italics and underlined:

- a. Any detention/retention pond shall be landscaped in accordance with City requirements.

*(The applicant proposes to increase the planting on site, in lieu of this stipulation. Staff supports this request because the detention pond is located in the rear of the development site next to the train tracts. Staff suggests the following stipulation in its place:*

*The landscaping required for the detention pond shall be relocated elsewhere on the site with final landscape design submitted to the City Arborist for approval prior to permitting.)*

- b. A series of evergreen shrubs and shade trees shall be planted along the west property line, including a minimum three-foot (3’) high landscape berm, directly west of the dock doors to screen them from view within a sixty-foot (60’) wide landscape buffer along the west property line, with groupings of Eastern Red Cedars and Live Oaks. The berm shall have a slope no steeper than one-foot rise for each three-feet of width.

*(The applicant would like to reserve this space for future trailer storage. The west*

*property line is approximately seven-hundred (700) feet from Josey Lane and the building is approximately nine-hundred (900) feet from Josey Lane. Further, the subject property and the property to the west is owned by the same company. Staff believes there should be some natural (landscape) break between the subject property and the adjoining property to the immediate west. Therefore, staff suggests the following stipulation in its place:*

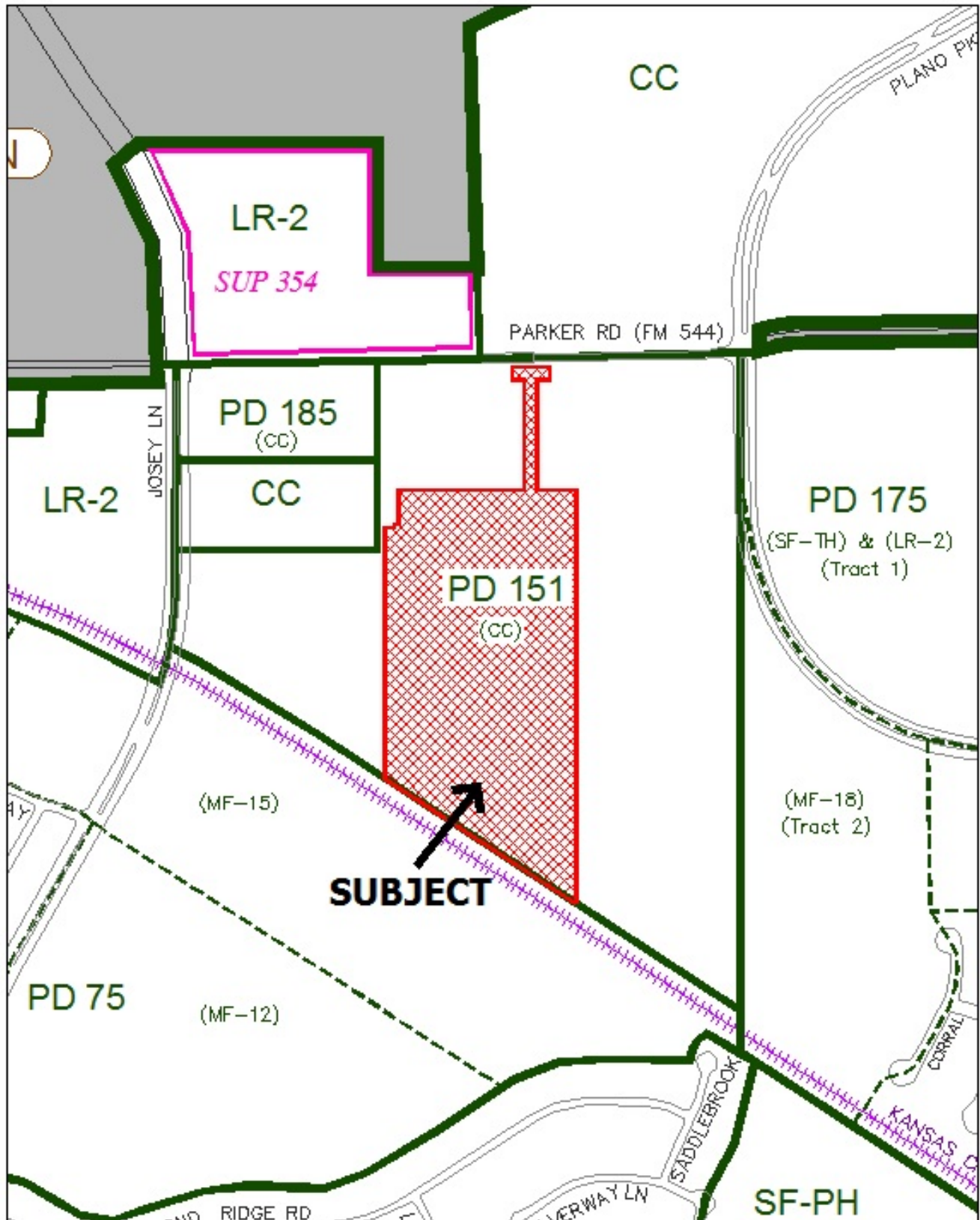
*A series of evergreen shrubs and shade trees shall be planted along the west property line, including a minimum eighteen-inch (18") high landscape berm, directly west of the dock doors to screen them from view within an approximate ten-foot (10') wide landscape buffer along the west property line, with groupings of Eastern Red Cedars and Live Oaks planted approximately twenty-five-feet (25') on-center. The berm shall have a slope no steeper than a one-foot rise for every three-feet of width.*

*And*

*The future storage of trailers along the western perimeter of the property shall be submitted to staff for administrative review and approval.)*

These recommended changes to the stipulations are reflected in the proposed ordinance. Should the Council elect to not support the modified stipulations, staff will replace the appropriate page within the ordinance with stipulations made by Council.

**SITE LOCATION AND ZONING MAP**



**SUPPLEMENTARY INFORMATION**

Aerial Photo of the Site  
(General Location Outlined In Orange)



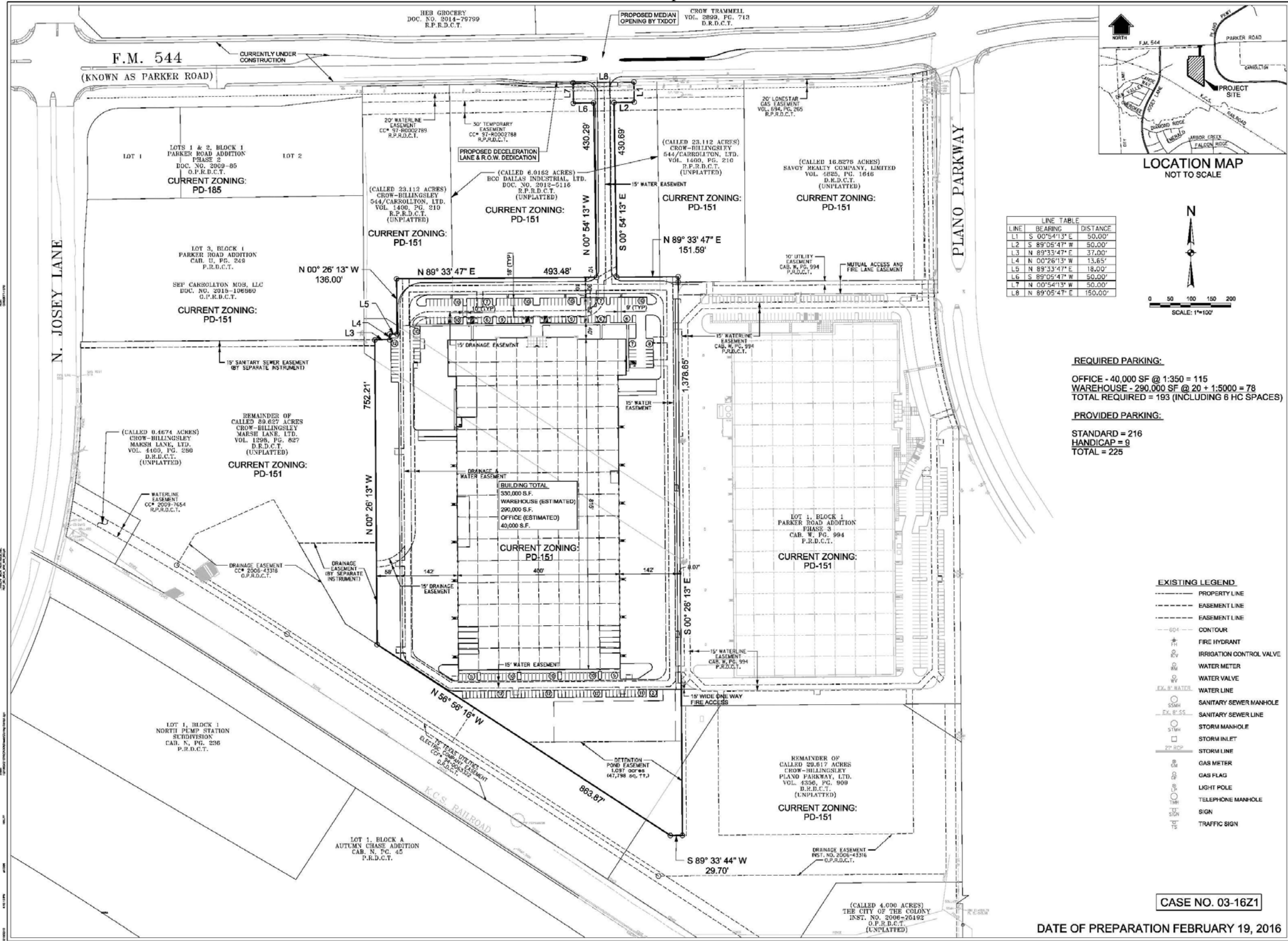


**SUPPLEMENTARY INFORMATION**

Photo of the Site Taken from Parker Road  
(Existing BeautiControl Building Visible on the Left)



APPLICANT'S EXHIBITS  
Conceptual Site Plan



INTERCERAMICS B.T.S.  
CITY OF CARROLLTON, TEXAS

1201 NORTH HENDERSON ROAD  
CARROLLTON, TEXAS 75006  
TEL: (972) 346-5000  
FAX: (972) 346-5005

Revision No.	Date	Description

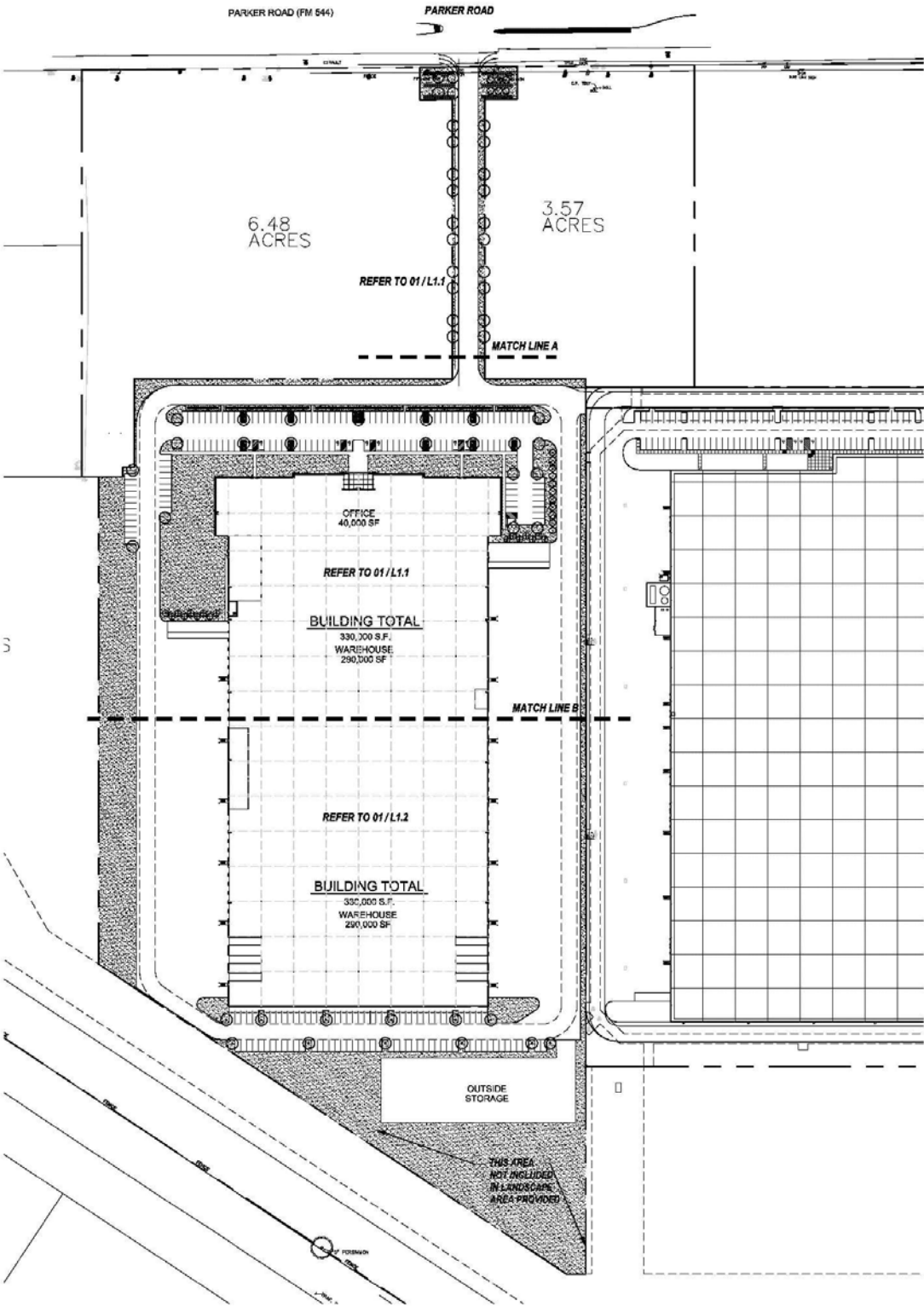
Project No.: 31375  
Issued: FEBRUARY, 2016  
Drawn By: CAD  
Checked By: REG  
Scale: AS SHOWN  
Sheet Title  
CONCEPTUAL SITE PLAN  
1 OF 1  
Sheet Number

CASE NO. 03-16Z1

DATE OF PREPARATION FEBRUARY 19, 2016



APPLICANT'S EXHIBITS  
Conceptual Landscaping Plan – Page 1



LANDSCAPE TABULATIONS

SITE LANDSCAPE ZONING CC  
Total Site Area: 103,368 s.f.  
Required: 178,873 s.f. (20%)  
Provided: 143,368 s.f. (15.2%)

PERMETER LANDSCAPE  
(1) tree, 2" cal., per 90 l.f. of footage  
(3) ornamental trees, 7" cal., per 100 l.f. of footage  
(15) shrubs, 5 gal., per 50 l.f.  
Parker Road (100 ft. l.f.)  
Required: (3) trees, 2" cal., (5) orn. trees, 7" cal., (45) shrubs, 5 gal.  
Provided: (4) trees, 4" cal., (10) orn. trees, 7" cal., (150) shrubs, 20" cal.

INTERIOR LANDSCAPE  
3% of parking lot to be landscaped (12,790 s.f.)  
(1) tree, 2" cal., per 10 parking spaces (254 spaces)  
Required: 3,837 s.f. (3%)  
(15) trees, 2" cal.  
Provided: 4,245 s.f. (3.3%)  
(32) trees, 4" cal.

BUFFER YARDS  
A 15 foot wide buffer yard shall be provided adjacent to all street rights-of-way and maintained as a permanent green space. A maximum of 50% of the buffer area may be landscaped with lawn. Trees shall be counted towards the landscape area at the following ratio:  
2" - 2.00" cal. = 1 s.f.  
3" - 3.00" cal. = 2 s.f.  
4" - 4.00" cal. = 3 s.f.  
5" - 5.00" cal. = 5 s.f.  
6" + cal. = 7 s.f.

Parker Road (2,200 l.f.)  
Required: 1,100 s.f. max. lawn  
Provided: 1,100 s.f.

HYDROMULCH NOTES

- All lawn areas to be hydromulch Bermudagrass, unless noted otherwise on drawings.
- Contractor shall scarify, rake, loosen all areas to be hydromulched to a minimum depth of 4" prior to layout and hydromulch installation.
- Bermudagrass seed shall be extra bulked and treated lawn type and shall be delivered to the site in its original unopened container. Contractor shall meet Texas State Law requirements.
- Fiber: Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in its original unopened container. "Covered" or equal.
- Fiber Tack: Shall be delivered to the site in its original unopened container, and shall be "Tack-Tack one", as manufactured by Green, Inc., or equal.
- Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1000) square feet.
- Use a 4"x8" better board against all beds areas.
- If installation occurs between September 1 and April 1, all hydromulch areas to be Water Hyacinth, at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
- In the event rye grass is necessary due to time of year installation, it shall be the responsibility of the contractor to seed existing grass, bag clippings, and seedly soil to a depth of 1" prior to permanent lawn grass installation.
- All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
- Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply as necessary.

PLANT LIST

QTY	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
12	CE	Cedar Elm	Ulmus crassifolia	4" cal.	SMB, 14" ht., 8" d. spread min.
17	CM	Chinese Myrtle Thalictrum	Lagerstromia indica Thalictrum	2" cal.	container grown, 8" ht. min., 3-5 cal. min., no cross caking
26	LQ	Live Oak	Quercus virginiana	4" cal.	container grown, 14" ht., 2-8" spread min.
90	ERC	Eastern Red Cedar	Juniperus virginiana	7" ht.	SMB, 1/1" to base

SHRUBS

QTY	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
126	DH1	Deer Thicket Holly	Ilex cornuta Thicket Holly	5 gal.	container grown, full plant, 24" ht., 30" cal.
64	DH4	Deer Thicket Myrtle	Myrica aspera	5 gal.	container grown, full plant, 24" ht., 30" cal.
153	SHP	Sheep Mania	Memecylon montanum	5 gal.	container grown, full plant, 24" ht., 30" cal.

GROUNDCOVERS

QTY	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
1720	WC	Wintercreeper	Eurostaphylis forsteri	4" pole	container, (3) 12" runners min. 12" o.c.
		Common Bermudagrass	Cynodon dactylon	hybrids	hydromulch, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be meeting within varieties.

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 24" slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Seed Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, weeding, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Fill grass areas to achieve final contours indicated on old plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other areas in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive acid soil shall be left in a minimum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, bottle soil from the region, known as bottom and soil, free from lumps, clay, stone substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely sealed, and final grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spots, etc. shall be removed prior to grading layout and any lawn installation.
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

ALL LANDSCAPE WHETHER REQUIRED OR NOT SHALL BE IRRIGATED WITH AN AUTOMATIC LANDSCAPE IRRIGATION SYSTEM MEETING THE CURRENT REGULATIONS OF TCED AND THE CITY OF CARROLLTON.

architecture

9680 Audelle Road  
Suite 123-86  
Dallas, Texas 75238  
214.261.5060

INTERCERAMICS

1924 Parker Road  
Carrollton, Texas

CLIENT:

JOB #:

2204

REVISIONS:

1	01.19.16	SUP SUBMITTAL
2	01.27.16	PERMIT SUBMITTAL
3	02.18.16	REVISED SUBMITTAL
4		
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8		
9		



SCALE:

SHEET CONTENTS:

CONCEPTUAL  
LANDSCAPE SITE PLAN

DATE: January 19, 2015

SHEET:

L1.0

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CITY CASE FILE NO. 03-16Z1

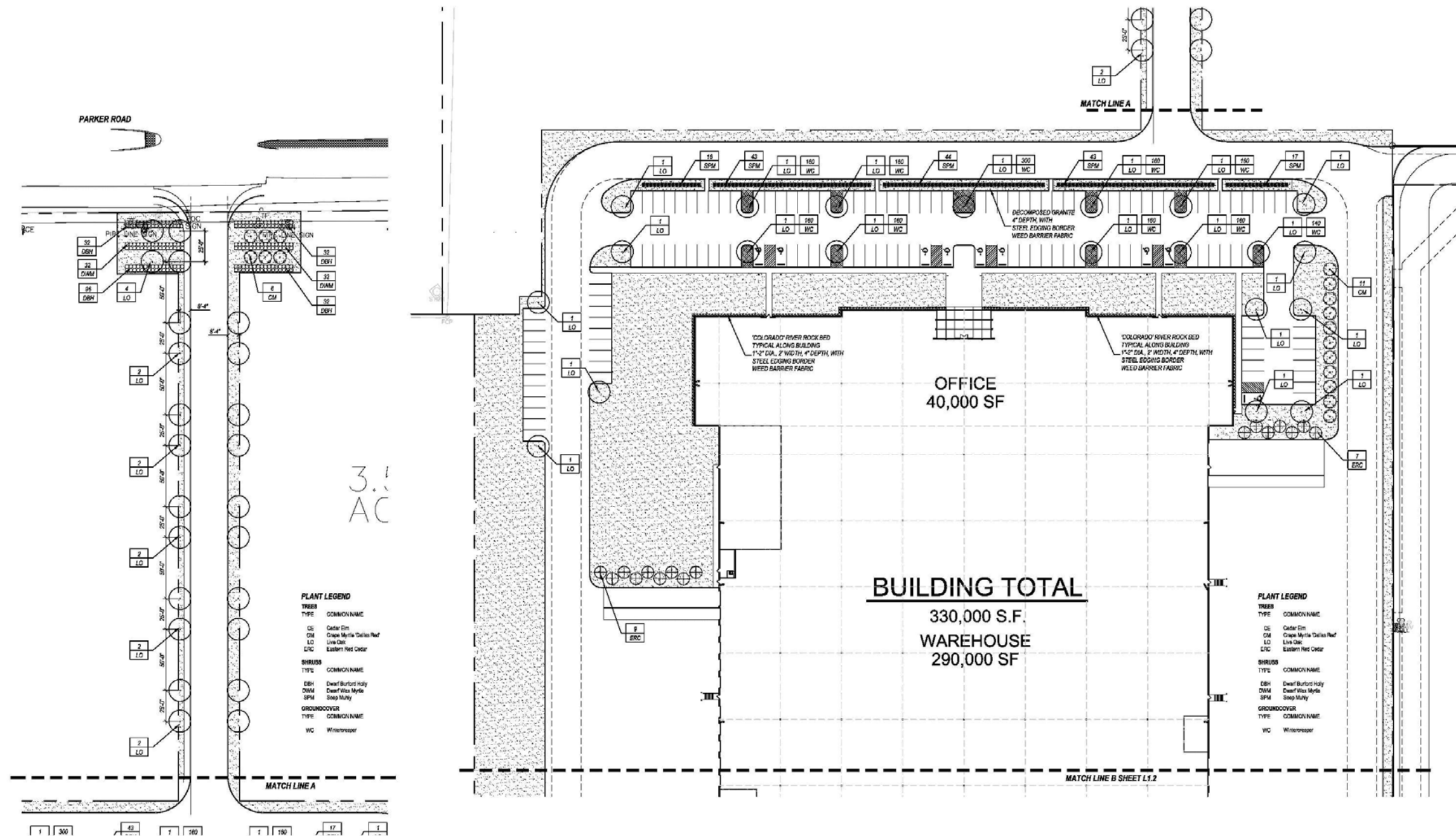
SMR  
landscape architects, inc.  
1702 N. Gile Street  
Dallas, Texas 75202  
Tel: 214.671.1080  
Fax: 214.671.1080  
Email: smr@smr4.com

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 100'-0"



**APPLICANT'S EXHIBITS**  
**Conceptual Landscaping Plan – Page 2**



architecture

9680 Audelia Road  
Suite 123-86  
Dallas, Texas 75238  
214.261.9060

## INTERCERAMICS

**1924 Parker Road  
Carrollton, Texas**

2204

1	01.19.18	SUP SUBMITTAL
2	01.27.18	PERMIT SUBMITTAL
3	02.19.18	REVISED SUBMITTAL

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**SEAL:**

**SHEET CONTENTS:**

## CONCEPTUAL LANDSCAPE PLAN

DATE: January 19, 2015

SHEET:

## L1.1

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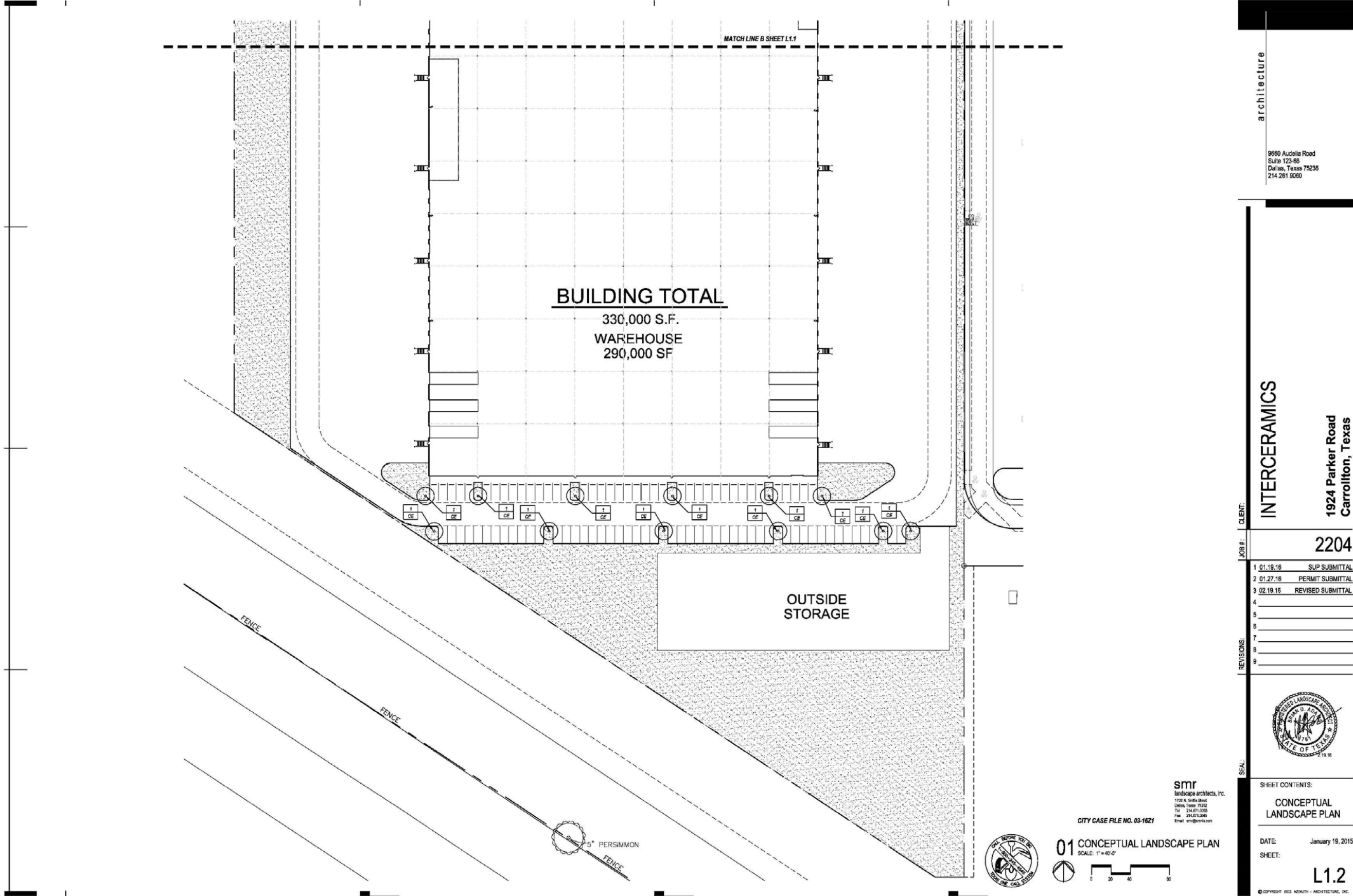
**smr**  
landscape architects, inc.  
1708 N. Griffin Street  
Dallas, Texas 75202  
Tel 214.871.0080  
Fax 214.871.0085  
Email [smr@smr-la.com](mailto:smr@smr-la.com)

CITY CASE FILE NO. 03-16Z1

**01 CONCEPTUAL LANDSCAPE PLAN**  
SCALE: 1" = 40'-0"



APPLICANT'S EXHIBITS  
Conceptual Landscaping Plan – Page 3



architecture

9880 Audelia Road  
Suite 123-68  
Dallas, Texas 75238  
214.261.9080

CLIENT:

INTERCERAMICS

1924 Parker Road  
Carrollton, Texas

JOB #:

2204

REVISIONS:

1	01.19.16	SUP SUBMITTAL
2	01.27.16	PERMIT SUBMITTAL
3	02.19.15	REVISED SUBMITTAL
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9		

SEAL:

SHEET CONTENTS:

CONCEPTUAL  
LANDSCAPE PLAN

DATE: January 19, 2015

SHEET: L1.2

SMR  
landscape architects, inc.  
1708 N. Gentry Street  
Dallas, Texas 75202  
Tel: 214.671.0500 Fax: 214.671.0545  
Email: smr@smr-ia.com

CITY CASE FILE NO. 03-16Z1

01 CONCEPTUAL LANDSCAPE PLAN  
SCALE: 1" = 40'-0"

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APPLICANT'S EXHIBITS  
Conceptual Landscaping Plan – Page 4

SECTION C200 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs, and grass)
2. Bed preparation and fertilization
3. Installation of irrigation
4. Water and Maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen, 27 October 1950, Edition, by American National Standards Institute, Inc. (ANSI) - plant material.
- B. American Joint Committee on Horticultural Nomenclature, 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards.
- D. Horis Third, 1975 - Cornell University.

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.
- B. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.
- C. Product Data: Submit complete product data and specifications on all other specified materials.
- D. Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.
- E. File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required.
- F. Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

PART 2 - EXECUTION

2.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows:
  1. Prepare re-planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Gypsum or Green Source at the rate of twenty (20) pounds per one thousand (1,000) square feet.
  2. All planting areas shall receive a two (2") inch layer of specified mulch.
  3. Backfill for tree pits shall be as follows: Use existing top soil on site (date reported soils as needed) free from large clumps, rocks, debris, catch, debris, etc., placed in two (2") inch layers and watered in thoroughly.
- C. Grass Areas:
  1. Areas to be Seeded: Seed Bermudagrass: Seeds of seed should be laid joint to joint, (clayey joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of seed should be filled with liquid when they are evenly graded even. Then watered thoroughly.
  2. Areas to be Hydroseeded: Hydroseed Bermudagrass: Hydroseed with bermudagrass seed at a rate of four (4) pounds per one thousand (1,000) square feet. Use a 4 x 4" better board against the bed areas.

2.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- B. Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth and 6" plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor installing any portion of landscape installation, General Contractor shall have planting bed areas three (3") inches below finish grade of sidewalk, drive, and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalk, drive, and curbs. All construction details shall be removed prior to Landscape Contractor beginning any work.
- B. General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.5 MAINTENANCE AND GUARANTEE

- A. Maintenance:
  1. The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
  2. Maintenance shall include watering of trees and plants, aeration, weeding, spraying, edging, pruning of trees, mowing of grass, clearing up and all other work necessary to maintain the landscape.
  3. A written notice requesting final inspection and acceptance shall be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance.
  4. After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.
- B. Guarantee:
  1. Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died or that shape, size, or quantity has been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
  2. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used to replace defective material, shall carry a twelve (12) month guarantee. Any damage, including trees in lawn or bed areas, incurred as a result of missing replacements shall be immediately repaired.
  3. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
  4. When plant replacements are made, plants, soil, mulch and water will be utilized as originally specified and re-inspected for full compliance with Contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and outside beds once a month after final acceptance.
3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition and there is a stand of grass in all lawn areas. At the time, the Owner will assume maintenance on the accepted work.
5. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after reporting notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and labor to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
  1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance pruning and fertilization which will insure the purchased materials will meet and exceed project specifications.
  2. Landscape Architect will provide a key identifying each tree location on plan. Written verification will be required to document material selection, source and delivery schedule to site.
  3. Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
  4. Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for age and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.
  5. Owner and/or Architect may reject any material found to be defective material at any time during the process of work. Remove rejected materials from the site immediately. Plants damaged in transit or at job site shall be replaced.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Preparation:
  1. Balled and Burlapped (BB&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
  2. Container Grown Plants: Deliver plants in rigid containers to hold ball shape and protect root mass.

2.1 DELIVERY

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protected materials from deterioration during delivery and while stored at site.
2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
3. Protect root balls by burlapping with new material or other approved moisture retaining material if not planted within 24 hours of delivery.
4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
5. Notify Architect of delivery schedule 12 hours in advance so plant material may be observed upon arrival at job site.
6. Remove rejected plant material immediately from site.
7. To avoid damage or stress, do not lift, move, adjust to plants, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

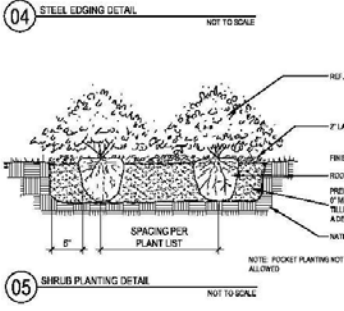
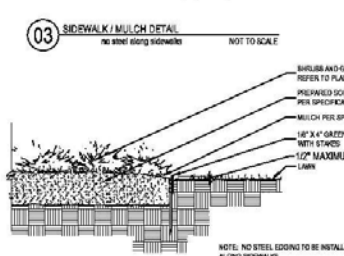
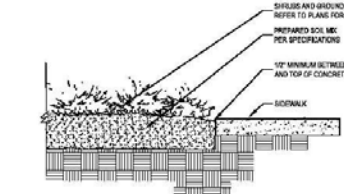
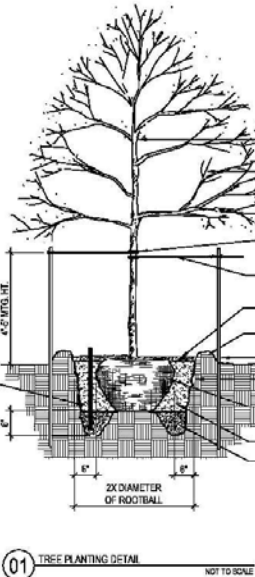
2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tips of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer landscape. Plants will be individually approved by the Architect and his decision as to their acceptability shall be final.
- B. Quantities: The drawings and specifications are complementary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an add to the contract. Confirm all quantities on plan.
- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched, and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable deformities, insect eggs and larvae and are to be of specimen quality.
- D. Approval: All plant materials shall be subject to the approval of the Owner. All plants which are found unsuitable in growth, or in any unhealthy, badly shaped, or undersized condition, will be rejected by the Landscape Architect, either before or after planting, and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plants as specified.
- E. Trees shall be healthy, full branched, well-shaped and shall have the trunk diameter and height requirements of the plant schedule. Balls shall be firm, not, slightly tapered, and well wrapped in burlap. Any tree found in the ball or with broken ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter. Measured six (6") inches above ball. Temperature conforms to the customary nursery usage; for stratification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.
- F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect, shall be executed by the Landscape Contractor at no additional cost to the Owner.

- F. Shrubs and tree pits shall be no less than two (2") feet, twenty four (24") inches, wider than the lateral dimension of earth ball and six (6") inches deeper than its vertical dimension. Remove and haul from site all rocks and debris over one (1") inch in diameter. Plants should be thoroughly moist before removing containers.
- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- H. Perforation Test: Fill the hole with water. If the water level does not penetrate within 24 hours, the hole needs to be reworked to achieve proper drainage. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect.
- I. Backfill only with 3 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, backfill from the same source should not be used. Carefully settle by tamping to prevent air pockets. Remove the burlap from the top 1/3 of the ball, as well as all string, plastic, twine and wire mesh. Container trees will usually be pit bound. If on follow standard nursery practice of "hot scoring".
- J. Do not map lines.
- K. Do not over prune.
- L. Mulch the top of the ball. Do not plant grass at the base of the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
- M. All plant balls and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected for the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3") feet below grade and no less than six (6") inches below the bottom of the earth ball. Plants to be properly set at the required grade. The work of this section shall include the removal from the site of both rock or underground obstructions encountered at the base of the Landscape Contractor.
- O. Trees and large shrubs shall be installed as site conditions require. Position details to secure trees against seasonal prevailing winds.
- P. Pruning and Shaping: Pruning shall be directed by the Architect and shall be performed in accordance with standard horticultural practice following Fine Pruning. Class I pruning standards provided by National Arborist Association.
- Q. Root Cutting Installation:
  1. Cutting shall be aligned as indicated on plans. Define end limits of steel edging and install Owner's approval prior to installation.
  2. All steel edging shall be free of holes and sharp bends.
  3. Top of edging shall be 3/4" maximum height above grade.
  4. Stakes are to be installed on the planting bed side of the edging, as opposed to the grass side.
  5. Do not install steel edging along sidewalks.
  6. Cut steel edging at 45 degree angle where edging meets sidewalk.

2.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing off at least every two (2) days work.



architecture

9680 Audelia Road  
Suite 123-86  
Dallas, Texas 75238  
214.281.9080

INTERCERAMICS

1924 Parker Road  
Carrollton, Texas

2204

CLIENT:

JOB #:

- |   |          |                   |
|---|----------|-------------------|
| 1 | 01.19.15 | SUP SUBMITTAL     |
| 2 | 01.27.15 | PERMIT SUBMITTAL  |
| 3 | 02.19.16 | REVISED SUBMITTAL |
| 4 |          |                   |
| 5 |          |                   |
| 6 |          |                   |
| 7 |          |                   |
| 8 |          |                   |
| 9 |          |                   |

REVISIONS



SHEET CONTENTS:  
LANDSCAPE  
SPECIFICATIONS

DATE: January 19, 2015  
SHEET:

L1.3

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smr  
landscape architects, inc.  
1754 N. Griffin Street  
Dallas, Texas 75202  
Tel: 214.871.5580  
Fax: 214.871.5586  
Email: smr@smra.com

CITY CASE FILE NO. 03-16Z1



**APPLICANTS EXHIBITS**  
**Artists Renditions– Page 1**



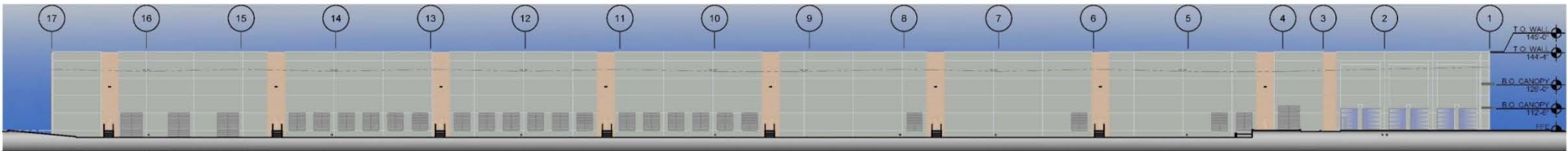


**APPLICANTS EXHIBITS**  
**Artists Renditions – Page 2**

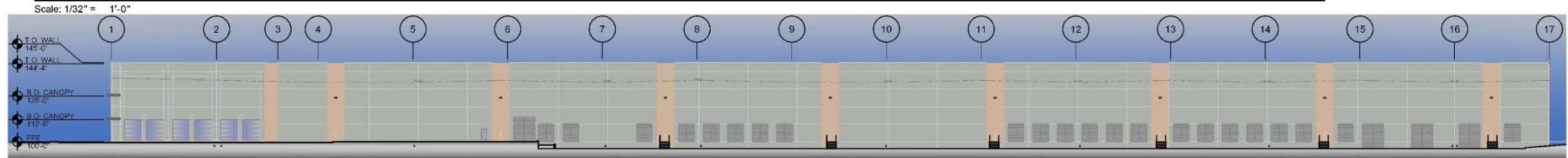




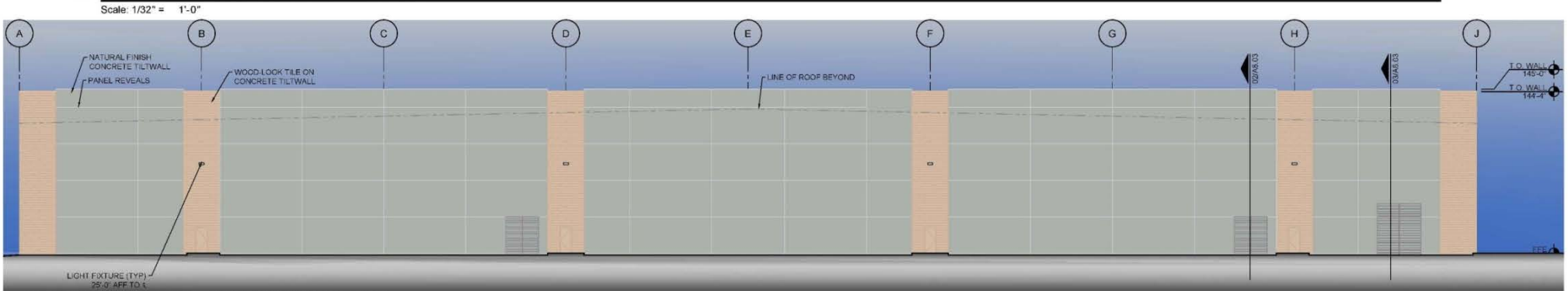
APPLICANTS EXHIBITS  
Conceptual Elevations– Page 1



07 EAST ELEVATION-CONCEPTUAL



06 WEST ELEVATION-CONCEPTUAL

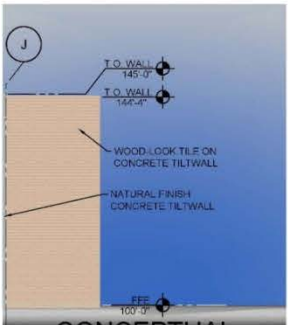


05 SOUTH ELEVATION-CONCEPTUAL

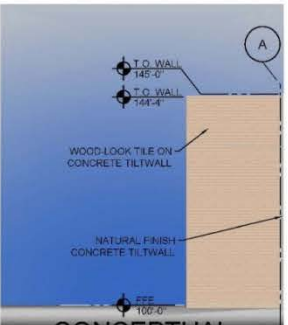
ELEVATION NOTES AND PAINT COLOR

A. ALL EXTERNAL ELECTRICAL PANELS AND CONDUIT SHALL BE PAINTED/TEXTURED TO MATCH BUILDING MATERIAL AND COLOR

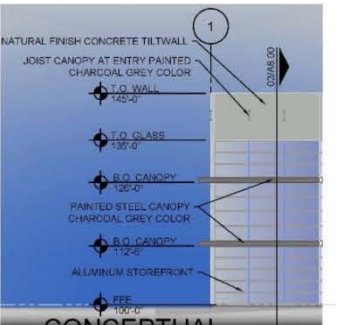
- WOOD-LOOK TILE (TBD)
- NATURAL FINISH CONCRETE TILT WALL
- PAINTED CONCRETE TILT WALL WITH FORM LINER (COLOR TBD)
- GLAZING



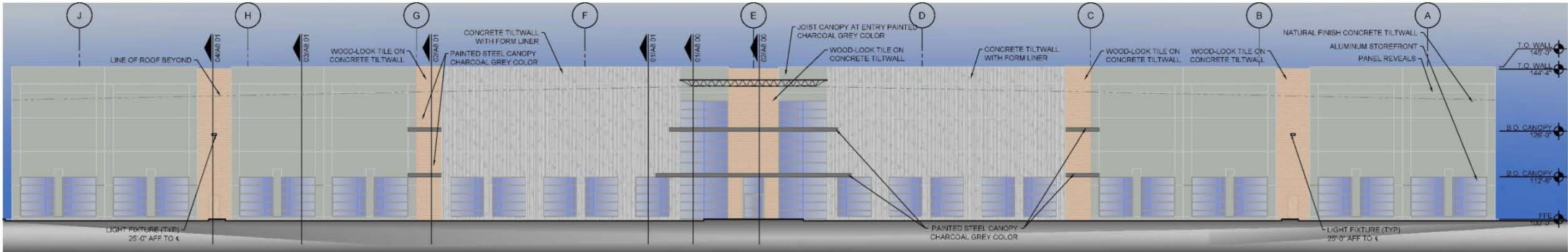
04 INSET ELEVATION



03 INSET ELEVATION



02 ENTRY ELEVATION



01 NORTH ELEVATION-CONCEPTUAL

**PUBLIC COMMENTS**

Case No/Name:	<u>03-16Z1 Interceramic</u>	Date:	<u>3-22-16</u>
Name:	<u>CB Parkway Business Center IV</u>		
Address:	<u>1722 Routh St. Ste 770</u>		
City, ST, ZIP:	<u>Dallas TX 75201</u>		
I hereby register my: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Opposition			
to the above referenced case.			
Comments:	<u>Received</u>		
	<u>MAR 24 2016</u>		
	<u>Planning</u>		



**Excerpt from Draft Minutes  
Planning & Zoning Commission  
Meeting of March 3, 2016**

4. Public Hearing To Consider and Act On An Ordinance To Amend The Zoning On An Approximately 20.3-Acre Tract Located On The South Side of Parker Road Between Josey Lane and Plano Parkway To Allow For Warehousing And Storage With Modified Development Standards, Amending The Official Zoning Map Accordingly. Case No. 03-16Z1 Interceramic (Zoning). Case Coordinator: Christopher Barton.

Barton presented the case stating the proposed development would be a warehouse and office development. He referred to the landscape plan, elevations and staff stipulations.

The applicant was available but his name was inaudible.

Chair McAninch opened the public hearing and invited speakers to address the Commission; there being no speakers, she closed the public hearing.

*\*Chadwick moved approval of Case No. 03-16Z1 Interceramic (zoning) with staff stipulations; second by Kiser and the motion was approved with a unanimous 8-0 vote.*

PLANNING DEPARTMENT  
City of Carrollton  
Date: 04/05/16

PLANNED DEVELOPMENT NO. 151  
DEVELOPMENT NAME: Interceramic

**ORDINANCE NUMBER \_\_\_\_\_**

ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY AMENDING PLANNED DEVELOPMENT NUMBER 151 AS ESTABLISHED BY ORDINANCE NO. 2325 ON APRIL 21, 1998 AND AMENDED BY ORDINANCE NO. 3061 ON MAY 2, 2006 PROVIDING FOR THE (CC) CORPORATE COMMERCIAL DISTRICT WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

**WHEREAS**, at its regular meeting held on the Third day of March, 2016, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 03-16Z1); and

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

**WHEREAS**, this change of zoning will distinguish development standards specially applicable to the unique nature of the approximately 80.7-acre tract; and

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

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

**SECTION 1.**

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

**SECTION 2.**

Planned Development Number 151 is hereby amended in its entirety for a certain approximately 80.7-acre tract of land located on the south side of Parker Road (F.M. 544) between Josey Lane and Plano Parkway, more specifically shown on the attached Exhibit A, and depicted on Exhibit B, providing for the following:

## I. Permitted Uses

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

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

## II. Additional Permitted Uses

Tract 1: No additional permitted uses

Tract 2: No additional permitted uses

Tract 3: Industrial finishing and/or assembly

Tract 4: Warehousing & Storage (NAICS Code 4931)

Tract 5: Soap, Cleaning Compound & Toilet Preparation Manufacturing (NAICS Code 3256)

## III. Special Development Standards

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

Tract 1: No special conditions, restrictions and regulations

Tract 2: No special conditions, restrictions and regulations

Tract 3: No special conditions, restrictions and regulations

Tract 4: If developed as a Warehouse & Storage facility, the development shall be in general conformance with the drawings attached hereto as Exhibit C and in accordance with the following special conditions, restrictions and regulations:

1. The final landscape design shall be submitted to the City Arborist for approval prior to permitting, and landscaping, in conjunction with the Conceptual Landscape Plan, shall be as follows:
  - A. The landscaping required for the detention pond shall be relocated elsewhere on the site;
  - B. A series of evergreen shrubs and shade trees shall be planted along the west property line, including a minimum eighteen-inch (18”) high landscape berm, directly west of the dock doors to screen them from view within an approximate ten-foot (10’) wide landscape buffer along the west property line, with

groupings of Eastern Red Cedars and Live Oaks planted approximately twenty-five-feet (25') on-center. The berm shall have a slope no steeper than a one-foot rise for every three-feet of width;

- C. Notwithstanding any sizes shown on said Landscape Plan, all plant materials shall be at least the minimum sizes called for in the Comprehensive Zoning Ordinance; and
  - D. For all properties fronting Parker Road in this Planned Development, the landscape buffer shall be consistent with the landscape buffer as shown on the Conceptual Landscape Plan.
2. The future storage of trailers along the western perimeter of the property shall be submitted to staff for administrative review and approval.

Tract 5: If developed as a Soap, Cleaning Compound & Toilet Preparations Manufacturing facility, the development shall be in general conformance with the drawings attached hereto as Exhibit D and in accordance with the following special conditions, restrictions and regulations:

- 1. The final landscape design shall be submitted to the City Arborist for approval prior to permitting, and landscaping in addition to the Conceptual landscape plan shall be as follows:
  - A. The minimum percentage of landscaping for the entire site shall be a minimum of ten percent (10%) and as shown on the attached Conceptual Landscape Plan;
  - B. The landscape buffer along Plano Parkway shall contain thirty-five (35) trees per acre of landscape buffer; and
  - C. Before the issuance of a Certificate of Occupancy, Nelly R. Stevens Hollies, a minimum of six (6) feet in height at the time of planting, planted at a maximum of five (5) feet on center, shall be provided along the southern seven-hundred, thirty-three (733) feet of the eastern property line of the subject property as shown on the attached site plan.
- 2. The maximum amount of impervious coverage for the entire site shall be ninety percent (90%).
- 3. Dock doors shall not directly face a public street.

### SECTION 3.

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

### SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

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 \_\_\_\_\_ day of April, 2016

CITY OF CARROLLTON

By: \_\_\_\_\_  
Matthew Marchant, Mayor

ATTEST:

\_\_\_\_\_  
Laurie Garber  
City Secretary

APPROVED AS TO FORM:

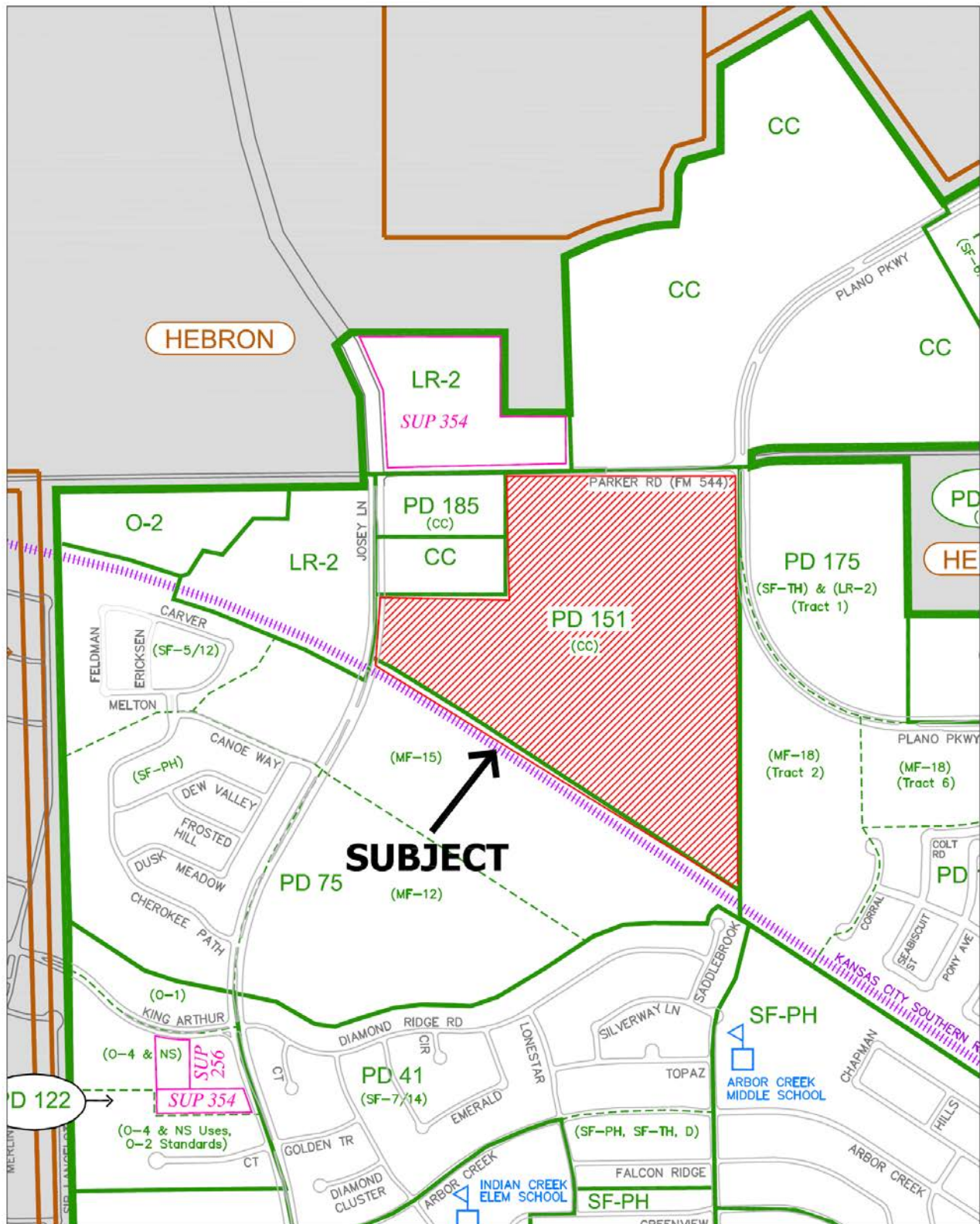
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

\_\_\_\_\_  
Michael McCauley  
Senior Planner

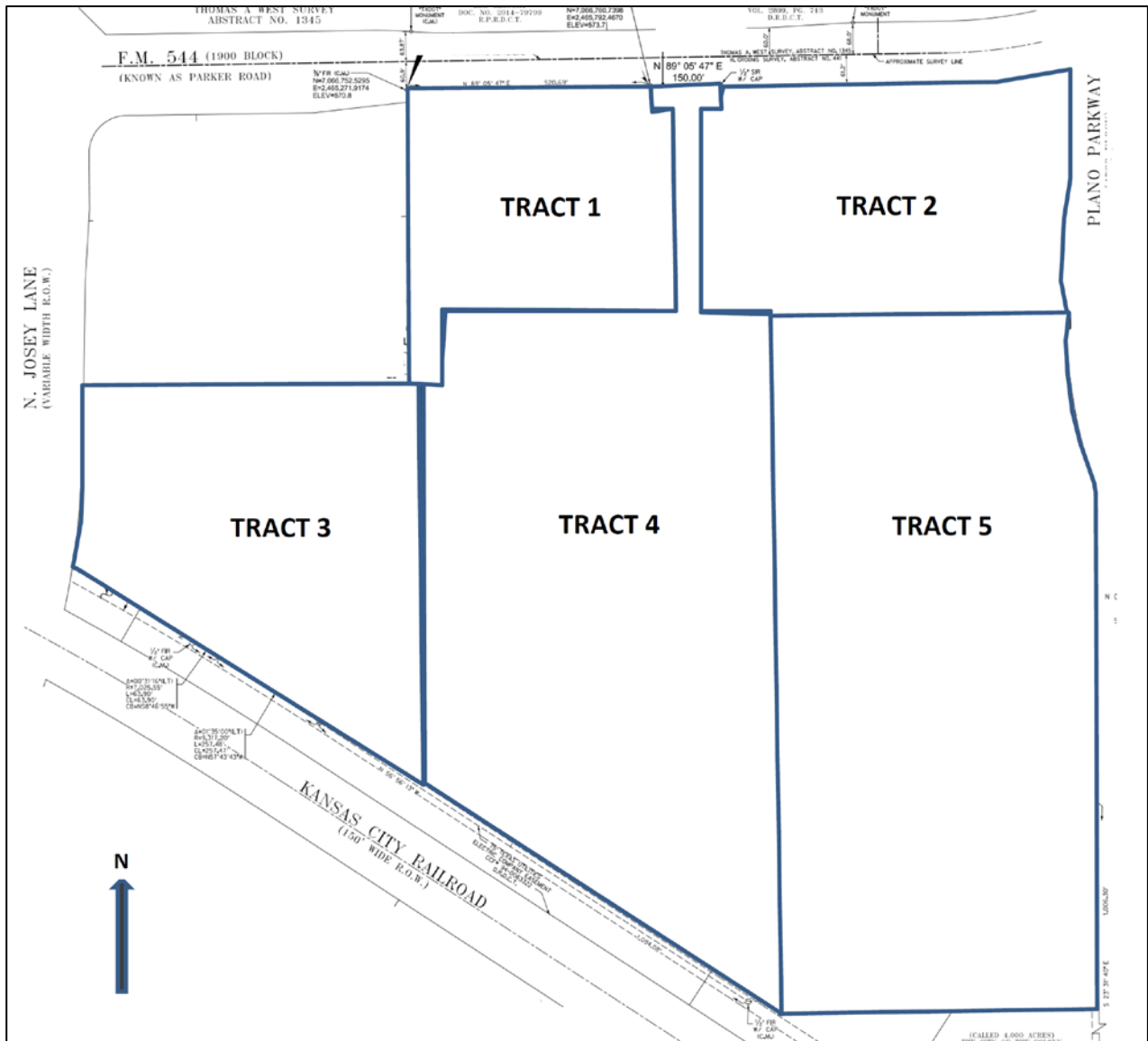
## EXHIBIT A

### Location Map



## EXHIBIT B

### Tracts



**EXHIBIT C**  
Sheet 1 of 10  
Conceptual Building Elevations



***Interceramic Conceptual Rendering - View 1***

City Case File No. 03-1621

**AZIMUTH:** architecture



**EXHIBIT C**  
Sheet 2 of 10  
Conceptual Building Elevations



***Interceramic Conceptual Rendering - View 2***

**AZIMUTH:** architecture

City Case File No. 03-1621

**EXHIBIT C**  
Sheet 3 of 10  
Conceptual Building Elevations



***Interceramic Conceptual Rendering - View 3***

City Case File No. 03-1621

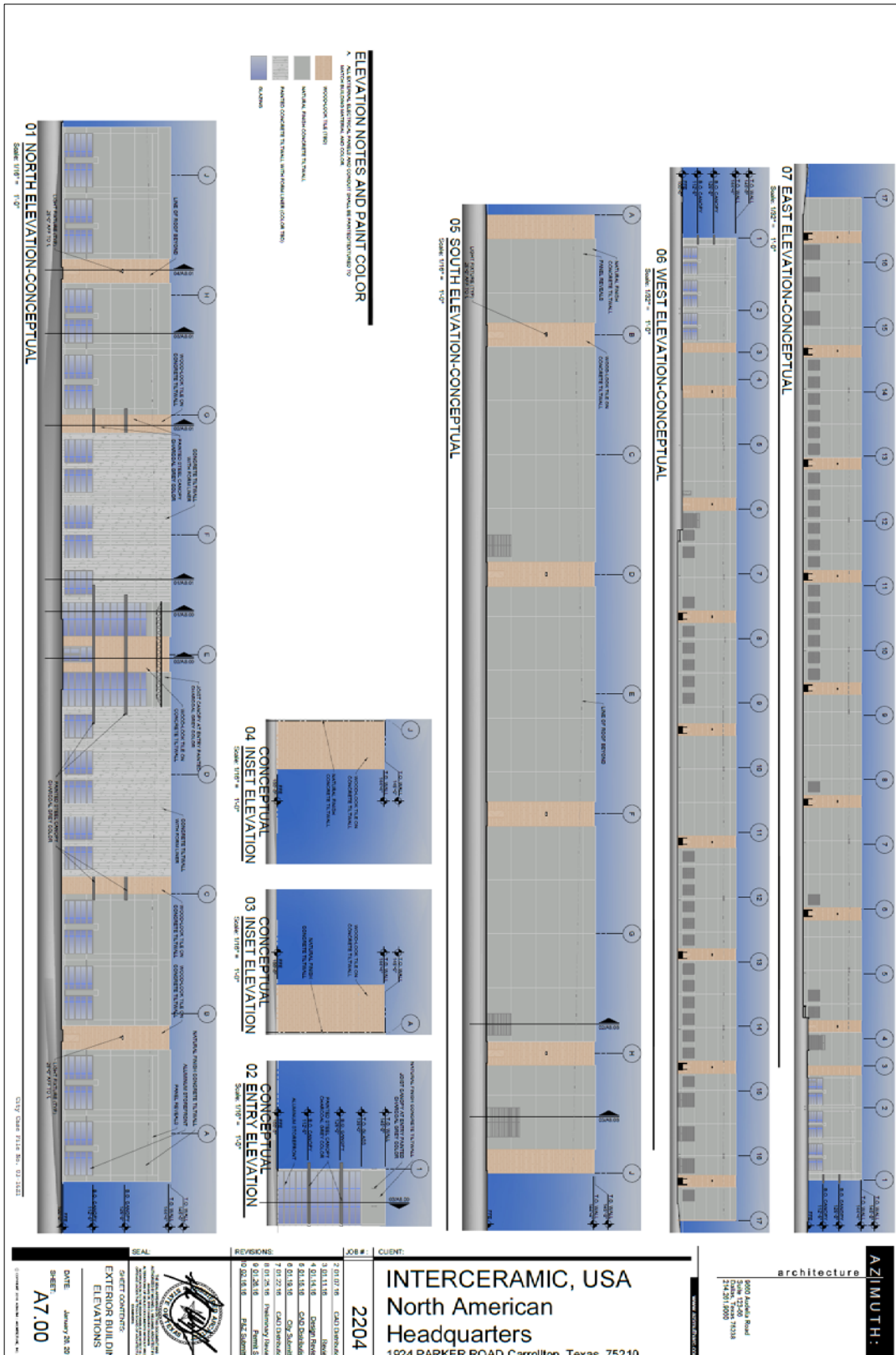
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**EXHIBIT C**  
Sheet 4 of 10  
Conceptual Building Elevations



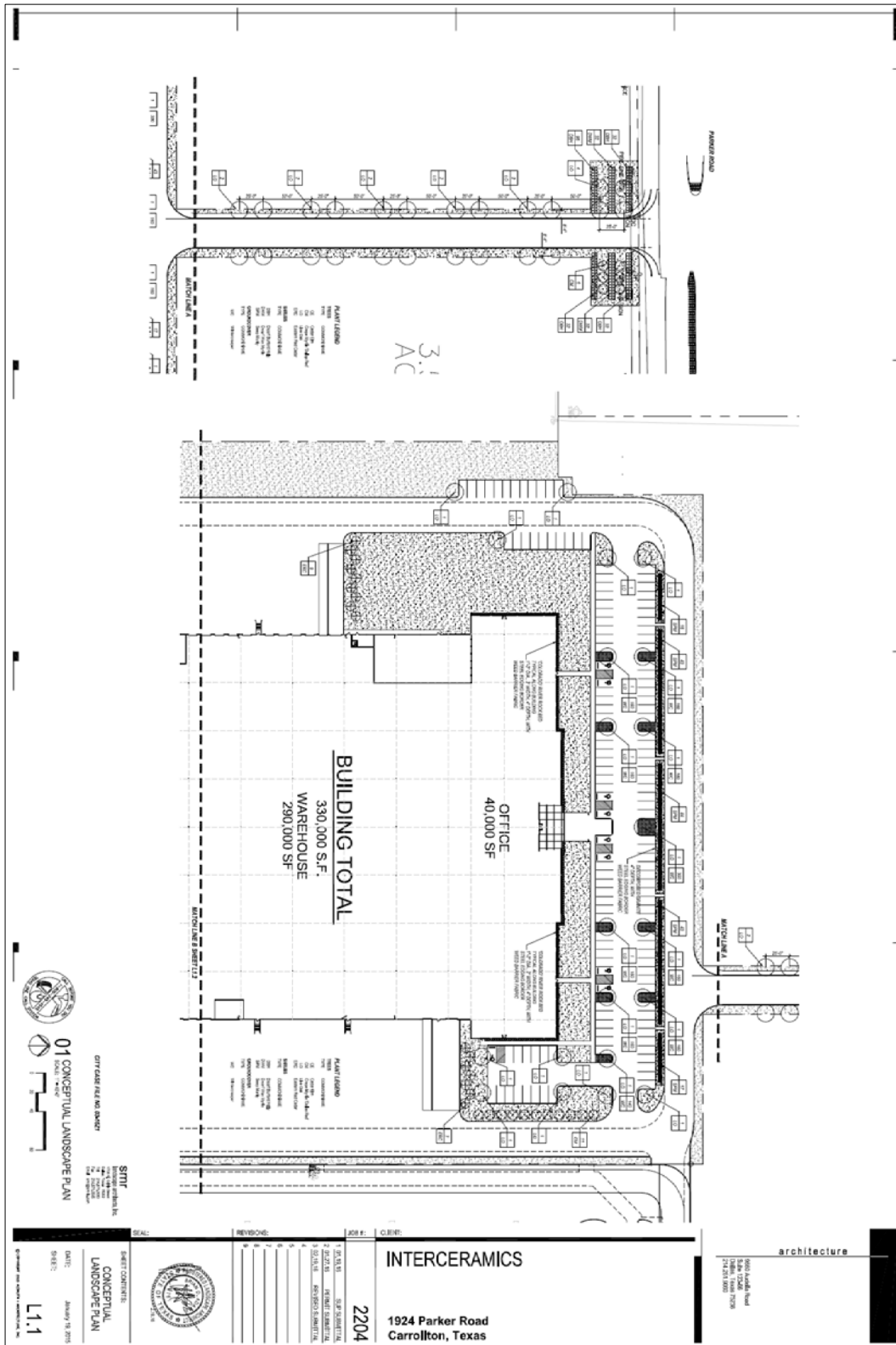
# **EXHIBIT C** Sheet 5 of 10 Conceptual Building Elevations





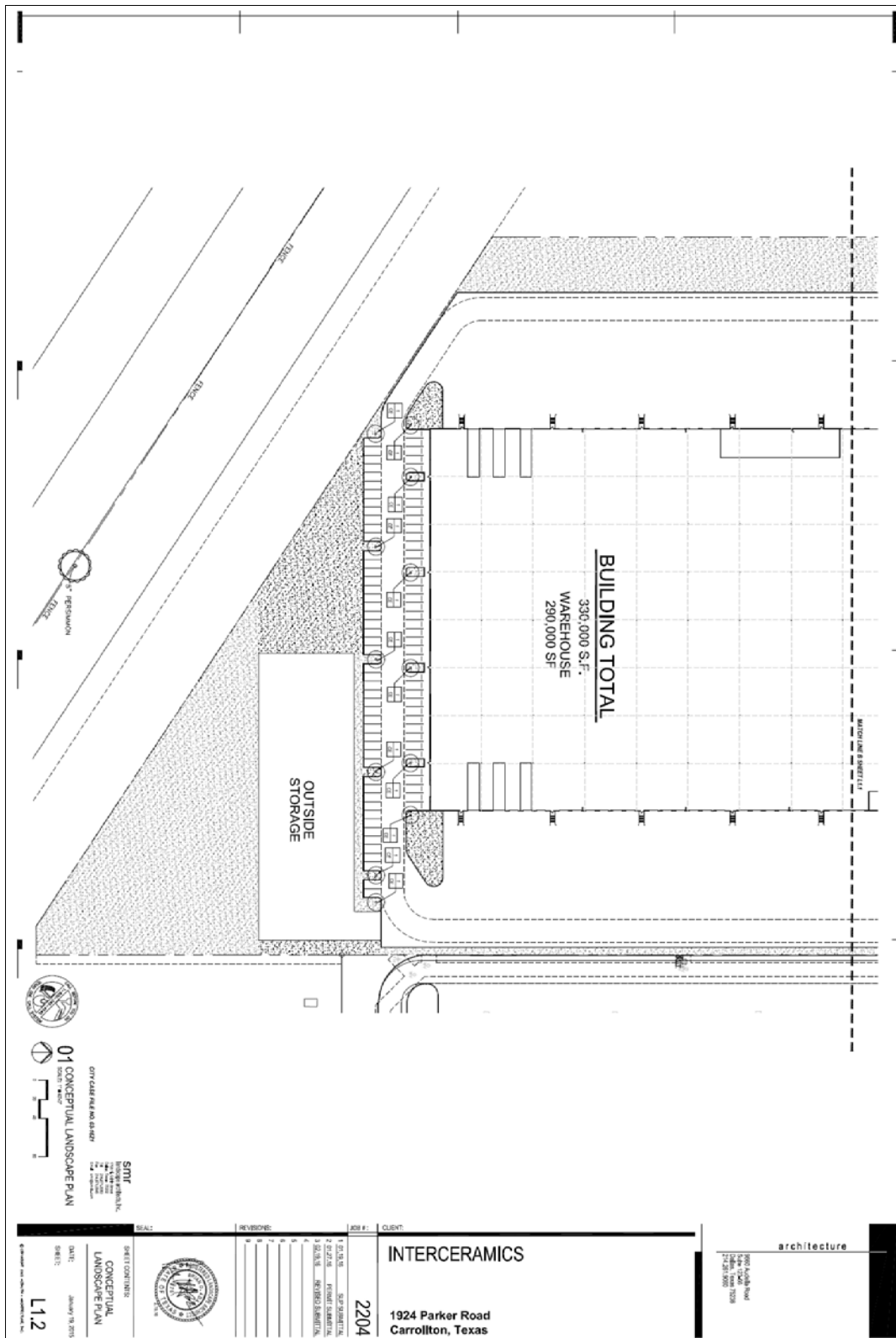


**EXHIBIT C**  
 Sheet 8 of 10  
 Conceptual Site/Landscape Plan



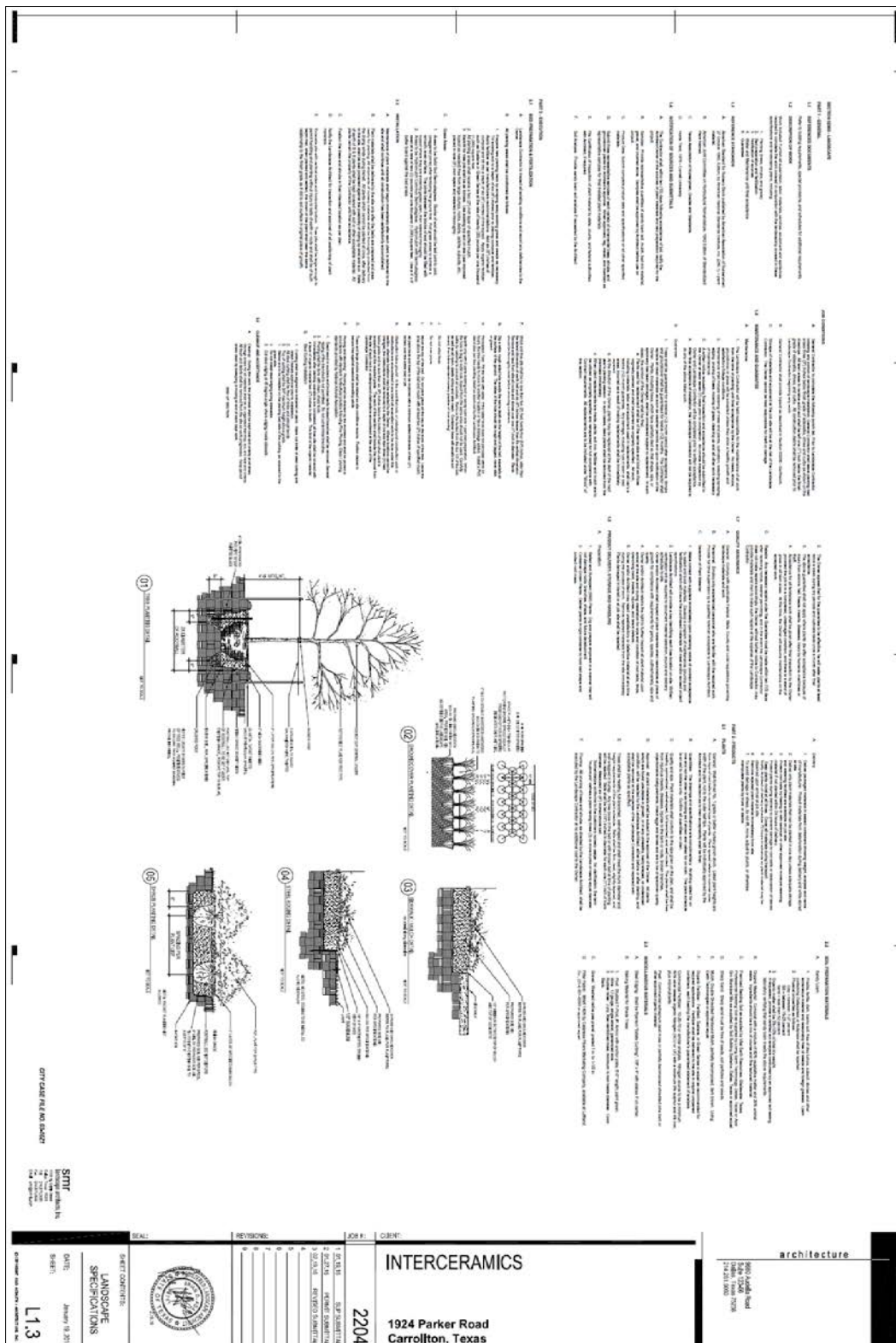


**EXHIBIT C**  
 Sheet 9 of 10  
 Conceptual Site Plan





**EXHIBIT C**  
Sheet 10 of 10  
Conceptual Landscape Plan





# **EXHIBIT D** Sheet 2 of 2 Conceptual Plan

