

City of Carrollton

1945 E. Jackson Road
Carrollton, TX 75006



REGULAR WORKSESSION & MEETING

Tuesday, April 19, 2016

5:30 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*******5:30 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.
3. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

*****WORKSESSION*****

4. Present An Overview And Status Of The Trial Deployment Of The Carrollton Police Department Bicycle Unit.
5. Mayor and Council reports and information sharing.

*****REGULAR MEETING 6:15 PM*******INVOCATION****PLEDGE OF ALLEGIANCE****PRESENTATIONS**

6. Receive Award Of The Traditional Finance Transparency Star From Glenn Hagar, Texas State Comptroller.
7. Present A Proclamation Declaring April 19, 2016 As Hebron High School State Champion Jerhett Lee Day.
8. Present A Proclamation Declaring April 19, 2016 As Creekview High School Mock Trial Day.
9. Present A Proclamation Declaring The Month Of May As Motorcycle Safety And Awareness Month.
10. Present Presidential Volunteer Service Awards.

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 April 5, 2016 Regular Meeting Minutes.

BIDS & PURCHASES

- *13. Consider Approval Of The Purchase Of Cubicles For The Resolution Center From McKinney Office Supply In An Amount Not To Exceed \$29,300.73.

CONTRACTS & AGREEMENTS

- *14. Consider Authorizing The City Manager To Approve A Contract With Gracon Construction, Inc. For The Repainting Of The Water Storage Tank At The Bobby Ballard Pump Station In An Amount Not To Exceed \$130,640.00.

RESOLUTIONS

- *15. Consider A Resolution To Approve And Amend An Interlocal Agreement Between The City Of Carrollton And Dallas County Schools Regarding The Photographic School Bus Stop Arm Enforcement Program.
- *16. Consider A Resolution Authorizing The City Manager To Enter Into A Single-Family Rehabilitation Grant Agreement With Richard Smith For 1808 Gravley Drive In An Amount Not To Exceed \$1,205.65.
- *17. Consider A Resolution Authorizing The City Manager To Execute A Project Specific Agreement With Dallas County Road & Bridge District #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 \$198,646.72.
- *18. Consider A Resolution Authorizing The City Manager To Execute A Project Specific Agreement 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 A Resolution Authorizing The City Manager To Negotiate And Execute An Agreement With BDM Tennis, LLC For Tennis Services At Oak Creek Tennis Center.
- *20. Consider A Resolution Joining Other Cities Part Of The Oncor Steering Committee To Initiate A Rate Case Against Oncor, And Directing Oncor Electric Delivery Company, LLC To File Certain Information With The City Of Carrollton; Setting A Procedural Schedule For The Gathering And Review Of Necessary Information In Connection Therewith; Setting Dates For The Filing Of The City's Analysis Of The Company's Filing And The Company's Rebuttal To Such Analysis; Ratifying The Hiring Of Legal Counsel And Consultants; Reserving The Right To Require The Reimbursement Of The City Of Carrollton's Rate Case Expenses; Setting A Public Hearing For The Purposes Of Determining If The Existing Rates Of Oncor Electric Delivery Company Are Unreasonable Or In Any Way In Violation Of Any Provision Of Law And The Determination By The City Of City Of Carrollton Of Just And Reasonable Rates To Be Charged By Oncor Electric Delivery Company, LLC.
- *21. Consider A Resolution Acknowledging A Petition To Annex Approximately 4.5 Acres Of Land Located On The West Side Of Charles Street Between Plano Parkway And Hebron Parkway; Directing The Development Of A Service Plan For The Proposed Annexation; Setting Dates For The Required Public Hearings; Directing The Publication Of Such Public Hearings And Providing An Effective Date. Case No. 03-16MD1 Armenian Church Annexation.

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 15th 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: 2586

Agenda Date: 4/19/2016

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 4.

CC MEETING: April 19, 2016

DATE: April 12, 2016

TO: Leonard Martin, City Manager

FROM: Rex D. Redden, Chief of Police

Present An **Overview And Status Of The Trial Deployment Of The Carrollton Police Department Bicycle Unit.**

BACKGROUND:

The City Council approved an overtime-based deployment of a two-man bicycle patrol team in the FY15-16 budget to determine if a permanent funding commitment would be an appropriate investment. The Trial Period Police Bicycle Unit has completed the first six months of its twelve month deployment.

FINANCIAL IMPLICATIONS:

City Council allocated approximately \$242,000 in funds for overtime staffing for the creation of the unit.

IMPACT ON COMMUNITY SUSTAINABILITY:

Bicycle patrols are highly involved in visible patrol, public contact and community involvement. Community members who have observed and interacted with these officers have been highly complementary.

STAFF RECOMMENDATION/ACTION DESIRED:

The Police Department will present a worksession update on the status and activities of the unit, review procedures and seek City Council guidance as deemed appropriate.



City of Carrollton

Agenda Memo

File Number: 2581

Agenda Date: 4/19/2016

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentation

Agenda Number: 6.

CC MEETING: April 19, 2016

DATE: April 7, 2016

TO: Leonard Martin, City Manager

FROM: Bob Scott, Assistant City Manager

Receive **Award Of The Traditional Finance Transparency Star From Glenn Hagar, Texas State Comptroller.**

BACKGROUND:

The City is the first entity to be awarded a Traditional Finance Transparency Star by the Texas Comptroller of Public Accounts under the new Transparency Stars program. The Transparency Stars program recognizes local governments for going above and beyond in their transparency practices. Under the Comptroller's prior Leadership Circle transparency program, Carrollton's Finance Department has earned the highest possible rating since 2011.

Glenn Hager, Texas State Comptroller, wants to personally recognize the City's accomplishment as the first recipient of the Traditional Finance Transparency Star.

STAFF RECOMMENDATION/ACTION DESIRED:

Receive award of the Traditional Finance Transparency Star from Glenn Hagar, Texas State Comptroller.



City of Carrollton

Agenda Memo

File Number: 2587

Agenda Date: 4/19/2016

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentation

Agenda Number: 7.

CC MEETING: April 19, 2016

DATE: April 11, 2016

TO: Leonard Martin, City Manager

FROM: Laurie Garber, City Secretary/Administrative Services Manager

Present A Proclamation Declaring April 19, 2016 As Hebron High School State Champion Jerhett Lee Day.



City of Carrollton

Agenda Memo

File Number: 2601

Agenda Date: 4/19/2016

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentation

Agenda Number: 8.

CC MEETING: April 19, 2016

DATE: April 13, 2016

TO: Leonard Martin, City Manager

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

Present A **Proclamation Declaring April 19, 2016 As Creekview High School Mock Trial Day.**



City of Carrollton

Agenda Memo

File Number: 2598

Agenda Date: 4/19/2016

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentation

Agenda Number: 9.

CC MEETING: April 19, 2016

DATE: April 13, 2016

TO: Leonard Martin, City Manager

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

Present A Proclamation Declaring The Month Of May As *Motorcycle Safety And Awareness Month*.



City of Carrollton

Agenda Memo

File Number: 2602

Agenda Date: 4/19/2016

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentation

Agenda Number: 10.

CC MEETING: April 19, 2016

DATE: April 14, 2016

TO: Leonard Martin, City Manager

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

Present **Presidential Volunteer Service Awards.**

BACKGROUND:

America has a long and proud tradition of volunteer service. Now more than ever, volunteers are renewing their commitment to helping others and making new connections that bring us closer together as families, neighbors, communities, and a Nation.

The President's Council on Service and Civic Participation was established in 2003 to recognize the valuable contributions volunteers are making in our communities and encourage more people to serve. The President's Volunteer Service Award program is a way to thank and honor Americans who, by their demonstrated commitment and example, inspire others to engage in volunteer service.

Recognizing and honoring volunteers sets a standard for service, encourages a sustained commitment to civic participation, and inspires others to make service a central part of their lives. The Presidential Volunteer Service Award honors individual volunteers who contribute at least 100 hours per year. Last year, 39 Carrollton Police Department volunteers have achieved this feat.

In 2015, Citizen Volunteers of the Carrollton Police Department donated 15,163.46 hours of service which translates into an approximate savings of \$313,065.00 to the City budget. The Carrollton City Council joins President Barack Obama in honoring the volunteers for their service.



City of Carrollton

Agenda Memo

File Number: 2589

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *12.

CC MEETING: April 19, 2016

DATE: April 12, 2016

TO: Leonard Martin, City Manager

FROM: Laurie Garber, City Secretary/Administrative Services Manager

Consider Approval Of The April 5, 2016 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL
REGULAR WORKSESSION AND MEETING
APRIL 5, 2016**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, April 5, 2016 at 5:45 p.m. with the following members present; Mayor Matthew Marchant, Mayor Pro Tem Anthony Wilder, Deputy Mayor Pro Tem Doug Hrbacek Councilmembers Bob Garza, Steve Babick, John Sutter, James Lawrence and Glen Blanscet. 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 Marchant called the meeting to order at 5:46 p.m.

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

*****WORKSESSION*****

- 4. Discuss Community Service Funding Process.**

Mayor Marchant noted the difficulty with making decisions during the budget process about community service funding and stated the intent of the item was to try to reach a consensus on how to better handle the decision process and to consider setting policy with regard to funding.

After discussion, Mayor Marchant stated he heard a consensus that the City would continue to do some community service funding; would allow applications from previously funded entities but would discourage new applications; and would review criteria that other cities use to draft a policy before August.

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

ACM/CFO Bob Scott reviewed the multi year budget and financial forecast for Fiscal Years 2017-2021 with the intent to provide Council with an early look at upcoming budgets; identify topics for future work sessions; confirm assumptions used for projections and incorporate the future year financial impacts of decisions made to date. He reviewed the budget calendar with the first item being the date the certified tax roll which is July 25 and adoption of the budget and tax rate projected to be on September 20, 2016. After discussion, he stated staff would include a sixth medic in the assumptions and as requested by Mayor Pro Tem Wilder, staff would provide a list of items that are not currently in the replacement fund policy that could possibly be included that would be discussed under the “decision points” topic.

Mayor Marchant recessed the Worksession at 7:10 p.m. to convene the Regular Meeting.

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

Mayor Marchant called the Regular Meeting to order at 7:20 pm.

INVOCATION – Mayor Pro Tem Anthony Wilder

PLEDGE OF ALLEGIANCE – Daisy Troop 7529

PRESENTATIONS

9. Present A Proclamation Declaring April 5, 2016 As *Hebron High School State Champion Jerhett Lee Day*. This item is rescheduled for April 19, 2016.
10. Present A Proclamation Declaring April 2016 As *Child Abuse Awareness Month*.

PUBLIC FORUM

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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 Marchant advised that Items 19-22 were pulled for a separate vote.

Deputy Mayor Pro Tem Hrbacek moved approval of Consent Agenda Items 12-18 and 23; second by Councilmember Babick and the motion was approved with a unanimous 7-0 vote.

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.**

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION.

***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.**

Deputy Mayor Pro Tem Hrbacek moved approval of Item 19; second by Councilmember Garza and the motion was approved with a 6-1 vote, Mayor Pro Tem Wilder opposed.

***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.**

Mayor Marchant noted there were some corrections made to the resolution and the motion would pertain to the corrected resolution that was distributed during the Worksession.

Deputy Mayor Pro Tem Hrbacek moved approval of Item 20 with the changes to the Resolution discussed in the Worksession; second by Councilmember Garza.

Councilmember Babick noted that the item pertained to residual billboards and Council would see a few more in the future. He stated the subject billboard impedes development of the frontage of Hebron Parkway and thus was in favor of the item. Councilmember Lawrence noted the location was also a gateway into the City. Mayor Pro Tem Wilder stated he was supportive of the project that would occur at the site, but was opposed to the City participating in the demolition of the billboard noting his preference and belief that it was a cost of doing business that the developer should incur.

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

***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.**

Deputy Mayor Pro Tem Hrbacek moved approval of Item 21; second by Councilmember Garza.

Councilmember Sutter pointed out his preference with moving forward with getting the property ready for demolition on a quicker schedule and would vote in favor of the motion.

Councilmember Babick stated he was opposed to the item because he would prefer to serve notice on the 30 or so residents rather than spend the funds for two leases that go to 2017. Mayor Pro Tem Wilder felt the contract was favorable to the City but was opposed to the item.

The motion was approved with a 5-2, Mayor Pro Tem Wilder and Councilmember Babick opposed.

***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.**

Councilmember Babick moved approval of Item 22; second by Deputy Mayor Pro Tem Hrbacek. Councilmember Babick stated the MKNC was creating a brand new restaurant with a historic façade; he felt it was in the spirit of the Downtown Historic area, and felt the investment and incentive was in line with what has been done with other incentives in the area. He felt it ultimately creates property that from a market value is effectively equal to the incentive value. He stated the incentive is a little on the high side but it still make sense economically. **The motion was approved with a 6-1 vote, Mayor Pro Tem Wilder opposed.**

Mayor Marchant adjourned the Regular Meeting at 7:36 pm noting Council would reconvene in Worksession and Executive Session.

*****WORKSESSION*****

Mayor Marchant reconvened the Worksession at 7:44 pm. He asked Erin Rinehart about the opening of the Indian Creek Golf Course. She advised that the Lakes Course would open on April 14 and they would begin accepting tee times on April 7.

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

A consensus was reached to hold meetings on the 1st and 3rd Tuesdays in May; 1st and 3rd in June; as listed for July; and the Strategic Planning Session would be June 17 beginning at 9:00 am.

7. Discuss Use Of City Credit For Infrastructure Upgrade.

City Manager Leonard Martin stated the City was approached by reputable people about doing a city-wide infrastructure project. The project could range in costs from \$175M for every structure in the city; a partial project would be about \$70M. He stated they have the funds lined up from a bank and the philosophical decision needed was they want the tax payers to guarantee the project 100%. A unanimous consensus of the City Council was opposed.

8. Mayor and Council reports and information sharing.

Mayor Marchant adjourned the Worksession at 8:02 pm to convene in Executive Session.

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

2. Council convened in **Executive Session** at **8:02 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.
- **Section 551.072** to discuss certain matter regarding real property
- **Section 551.087** to discuss economic development

3. Council reconvened in **open session at 9:14 pm** to consider action, if any, on matters discussed in the Executive Session. No action taken.

ADJOURNMENT

Mayor Marchant adjourned the meeting at 9:14 p.m.

ATTEST:

Laurie Garber, City Secretary

Matthew Marchant, Mayor



City of Carrollton

Agenda Memo

File Number: 2596

Agenda Date: 4/19/2016

Version: 2

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *13.

CC MEETING: April 19, 2016

DATE: April 13, 2016

TO: Leonard Martin, City Manager

FROM: Ashley D. Mitchell, Administrative Services Director

Consider Approval Of The Purchase Of Cubicles For The Resolution Center From McKinney Office Supply In An Amount Not To Exceed \$29,300.73.

BACKGROUND:

In the FY2015-2016 budget an addition to base was approved for the relocation and remodel of the Resolution Center. The RC will move to the recently vacated dispatch space. Part of that relocation is the purchase of 15 new cubicles.

FINANCIAL IMPLICATIONS:

The cubicles are being purchased from McKinney Office Supply via the State of Texas contract (TXMAS) and the HON contract through Collin County.

<u>ACCOUNT UNIT</u>	<u>ACTIVITY</u>	<u>BUDGET AMOUNT</u>
854104	116630199	\$159,316

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of the purchase of cubicles from McKinney Office Supply in an amount not to exceed \$29,300.73.










mckinney
office
supply

117 W. Louisiana St.
McKinney, TX 75069
972-562-5020

Prepared for:
City of Carrollton
Christa Foster
Reno Main Area
STEELCASE - TXMAS Contract
HON - Collin County Contract

Prepared by:
Amy Mills
amym@mckinneyofficesupply.com
4/13/2016

Item	Product	Qty.	List	Sell Price Sell	Extended
	1 A7RQ782929U Series 7; Worksurface-Rectangle, Universal Table application, 78W x 29DL x 29DR	15	\$ 2,660.00	\$ 994.65	\$14,919.75
	BASE BASE *BASE:TABLE BASE FINISHES				
	TABLE BASE FINISHES 0835 BLACK				
	EDGE FINISH EDGE *EDGE:VINYL EDGE				
	VINYL EDGE 6246 WARM OAK				
	TOP SURFACE LAMINATE *TOP-SURF:LAMINATE FINISHES				
	LAMINATE FINISHES 2539 WARM OAK (HPL)				
	** OPTIONS ** ... Skipped Option				
	2 HRVT4542T Abound Fabric Tile 45H x 42W	46	\$ 175.00	\$ 45.33	\$2,085.18
	Fabric Selection \$(A) Gr A Fabric				
	Gr A Fab .GN Fabric: Element				
	Select Element Fabric Color 73 COLOR: Latte				
	3 HRVT4542T Abound Fabric Tile 45H x 42W	46	\$ 175.00	\$ 45.33	\$2,085.18
	Fabric Selection \$(A) Gr A Fabric				
	Gr A Fab .GN Fabric: Element				
	Select Element Fabric Color 73 COLOR: Latte				
	4 HRVT3742T Abound Fabric Tile 37H x 42W	4	\$ 149.00	\$ 38.59	\$154.36
	Fabric Selection \$(A) Gr A Fabric				
	Gr A Fab .GN Fabric: Element				
	Select Element Fabric Color 73 COLOR: Latte				
	5 HRVT3742T Abound Fabric Tile 37H x 42W	4	\$ 149.00	\$ 38.59	\$154.36
	Fabric Selection \$(A) Gr A Fabric				
	Gr A Fab .GN Fabric: Element				
	Select Element Fabric Color 73 COLOR: Latte				
	6 H15923R Flagship B/F Mobile Ped 22H x15W x 22-7/8D/R Pull	15	\$ 506.00	\$ 131.05	\$1,965.75
	Lock/Omt Opts .L Standard Random Key Lock				
	Select Paint Color \$(CORE) PAINT: Select Core Paint				
	Select Paint .P PAINT: Black				
	7 HRVF5042P Panel Frame 50h x 42W	46	\$ 249.00	\$ 64.49	\$2,966.54

Item	Product		Qty.	List	Sell Price	Extended	
	8	HRVF4242P	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Panel Frame 42H x 42W	4	\$ 235.00	\$ 60.87	\$243.48
	9	HRVC42PF	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Abound Finished End Painted 42"	2	\$ 73.00	\$ 18.91	\$37.82
	10	HRVTC42	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Abound Top Cap Trim 42"W	50	\$ 50.00	\$ 12.95	\$647.50
	11	HRVC50PL	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Abound L Connector Painted 50"	12	\$ 133.00	\$ 34.45	\$413.40
	12	HRVC50PT	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Abound Connector T - Painted 50"	6	\$ 133.00	\$ 34.45	\$206.70
	13	HRVC50PF	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Abound Finished End Painted 50"	22	\$ 79.00	\$ 20.46	\$450.12
	14	HRVC42PL	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Abound L Connector Painted 42"	2	\$ 128.00	\$ 33.15	\$66.30
	15	HRVC50PX	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Abound X Connector Painted 50"	1	\$ 128.00	\$ 33.15	\$33.15
	16	MCKDF	Select Paint Color	\$(CORE)	PAINT: Select Core Paint		
			Select Core Paint	.P	PAINT: Black		
			Delivery, Installation and Design during normal business hours.	1	\$ 2,871.14	\$ 2,871.14	\$2,871.14
Total:						\$29,300.73	

Signature_____ Date:_____

Item	Product	Qty.	List	Sell Price	
				Sell	Extended

Please note the following:
Pricing includes delivery and installation during normal business hours.
Pricing does not include sales tax if applicable.
Pricing does not include relocation of existing furniture, electronic equipment, or personal items.
Pricing does not include electrician's fee to access building power or data cable routing pertaining to modular furniture.
Furniture cannot be cancelled or returned; Deposits are non-refundable.
The proposal is valid for 30 days, unless noted otherwise.



City of Carrollton

Agenda Memo

File Number: 2594

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: April 19, 2016

DATE: April 13, 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 Gracon Construction, Inc. For The Repainting Of The Water Storage Tank At The Bobby Ballard Pump Station In An Amount Not To Exceed \$130,640.00.

BACKGROUND:

A 5.5-million gallon ground storage tank is located on the property of the Bobby Ballard Pump Station on North Josey Lane, immediately south of the KCS railroad tracks. The exterior of the tank has not been repainted since the tank was constructed in 1999, and it is now in need of recoating.

The project involves the removal of the existing coating and the repainting of the tank. Therefore, environmental impacts should be minimal. No trees or wildlife will be affected by the construction.

The duration of construction is 45 days. The project has been placed on the monthly Construction Update and on the City's website.

FINANCIAL IMPLICATIONS:

Two (2) bids were received on April 7, 2016. The low bid, in the amount of \$130,640.00, was submitted by Gracon Construction, Inc. while the second bid was \$135,920.00. Gracon has not completed any projects for the City but a review of their references has been completed with satisfactory results. They appear capable of completing this project within the allotted time and budget.

The construction budget originally set up for this project was \$130,000.00. Funding for this project is available in the Utility Consolidated Account in the amount of \$130,640.00.

IMPACT ON COMMUNITY SUSTAINABILITY:

This project will contribute to community sustainability by:

Sustaining day-to-day operations - The repainting of the tank will provide the exterior protection required for the next 15 to 20 years.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council authorize the City Manager to approve a contract with Gracon Construction, Inc. for the repainting of the 5.5 million gallon water storage tank at the Bobby Ballard Pump Station in an amount not to exceed \$130,640.00.

ATTACHMENT B

BIDDERS LIST

PROJECT: Bobby Ballard Pump Station Ground Storage Tank Recoating DATE: 04/07/2016

DAYS/COMPLETE: 45

ESTIMATED COST: \$ 130,000.00

CONTRACTOR	BID AMOUNT
Gracon Construction Inc.	\$130,640.00
A & M Construction Group	\$135,920.00



City of Carrollton

Agenda Memo

File Number: 2566

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *15.

CC MEETING: April 19, 2016

DATE: April 11, 2016

TO: Leonard Martin, City Manager

FROM: Rex D. Redden, Chief of Police

Consider A **Resolution To Approve And Amend An Interlocal Agreement Between The City Of Carrollton And Dallas County Schools Regarding The Photographic School Bus Stop Arm Enforcement Program.**

BACKGROUND:

The City of Carrollton and the Dallas County School system executed an interlocal agreement to implement the Photographic School Bus Stop Arm Enforcement Program effective February 2015. The objective of the program is to reduce the risk of injuries to children caused by motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students. Dallas County Schools utilizes school buses with video recording equipment capable of capturing video and photographic evidence of vehicles that pass a stopped school bus with its stop arm extended and lights flashing.

Ordinance No. 6323 provided for implementation of such a program via an interlocal agreement. Further, Ordinance No. 6323 provides for a civil penalty for vehicles that pass a stopped school bus with its stop arm extended and lights flashing. The percentage of fines the City will receive for collected civil penalties is being increased under the proposed amendment.

FINANCIAL IMPLICATIONS:

This amendment will increase the amount the city is paid from 12.5% to 20% of all money collected for paid violations of the ordinance, exclusive of any such collection charges.

IMPACT ON COMMUNITY SUSTAINABILITY:

This ordinance strengthens the City's ability to safeguard public safety and enhance quality of life for students and citizens.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approve the resolution authorizing approval and amendment of the interlocal agreement with Dallas County Schools.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CARROLLTON AND DALLAS COUNTY SCHOOLS TO
ENFORCE AND ADMINISTER THE
AUTOMATED SCHOOL BUS SAFETY/ STOP ARM
ENFORCEMENT PROGRAM**

WHEREAS, Dallas County Schools (“DCS”) and the City of Carrollton, Texas (the “City”) entered into an Interlocal Agreement Between the City and DCS to Enforce and Administer the School Bus Safety/ Stop Arm Enforcement Program effective the 19th day of February, 2015 (the “Agreement”); and

WHEREAS, DCS and the City desire to amend the Agreement to increase the revenue to the City.

NOW, THEREFORE, for the mutual consideration stated herein, DCS and the City agree to amend Section 5 of the Agreement as follows:

1. **REVENUE TO CITY.** Paragraph 5.A of the Agreement shall be replaced with the following language:

In compensation for the services provided under this Agreement, the City shall be paid an amount equal to twenty percent (20%) of all monies collected for paid violations of the Ordinance, exclusive of any such collection charge.

2. **OTHER TERMS.** All other terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Interlocal Agreement Between the City of Carrollton and DCS to Enforce and Administer the School Bus Safety/ Stop Arm Enforcement Program effective the 4th day of January, 2016.

DALLAS COUNTY SCHOOLS

By: _____

Rick D. Sorrells, Ed. D.
Superintendent

Date: _____

THE CITY OF CARROLLTON, TEXAS

By: _____

Date: _____

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CARROLLTON AND DALLAS COUNTY SCHOOLS TO
ENFORCE AND ADMINISTER THE
AUTOMATED SCHOOL BUS SAFETY/ STOP ARM
ENFORCEMENT PROGRAM**

WHEREAS, Dallas County Schools (“DCS”) and the City of Carrollton, Texas (the “City”) entered into an Interlocal Agreement Between the City and DCS to Enforce and Administer the School Bus Safety/ Stop Arm Enforcement Program effective the 19th day of February, 2015 (the “Agreement”); and

WHEREAS, DCS and the City desire to amend the Agreement to increase the revenue to the City.

NOW, THEREFORE, for the mutual consideration stated herein, DCS and the City agree to amend Section 5 of the Agreement as follows:

1. **REVENUE TO CITY.** Paragraph 5.A of the Agreement shall be replaced with the following language:

In compensation for the services provided under this Agreement, the City shall be paid an amount equal to ~~twelve and one half percent (12.5%)~~ twenty percent (20%) of all monies collected for paid violations of the Ordinance, exclusive of any such collection charge.

2. **OTHER TERMS.** All other terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Interlocal Agreement Between the City of Carrollton and DCS to Enforce and Administer the School Bus Safety/ Stop Arm Enforcement Program effective the 4th day of January, 2016.

DALLAS COUNTY SCHOOLS

By: _____

Rick D. Sorrells, Ed. D.
Superintendent

Date: _____

THE CITY OF CARROLLTON, TEXAS

By: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CARROLLTON AND DALLAS COUNTY SCHOOLS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT TO ENFORCE AND ADMINISTER THE AUTOMATED SCHOOL BUS SAFETY/STOP ARM ENFORCEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carrollton desires to recognize the delegation of the stop arm camera program to Dallas County School District; and

WHEREAS, the City Manager is hereby authorized to sign the amendment to the interlocal agreement with the Dallas County School District which will revise the amount of compensation the City of Carrollton will receive in regards to the Automated School Bus Safety/Stop Arm Enforcement program;

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 interlocal agreement with the Dallas County School District, as originally executed effective February 2015, is hereby ratified and approved.

SECTION 3

The City Manager is hereby authorized to sign the attached amendment to the inter-local agreement with Dallas County Schools to change the amount of compensation the City of Carrollton will receive from 12.5% to 20% in regards to the collection of funds in Automated School Bus Safety/Stop Arm Enforcement Program.

SECTION 4

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

SECTION 5

This Resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 19th 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:

Rex D. Redden
Chief of Police



City of Carrollton

Agenda Memo

File Number: 2582

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *16.

CC MEETING: April 19, 2016

DATE: April 7, 2016

TO: Leonard Martin, City Manager

FROM: Scott Hudson, Environmental Services Director

Consider A **Resolution Authorizing The City Manager To Enter Into A Single-Family Rehabilitation Grant Agreement With Richard Smith For 1808 Gravley Drive** In An Amount Not To Exceed \$1,205.65.

BACKGROUND:

In November of 2014 City Council adopted the Single-Family Rehabilitation Grant Program to provide financial incentives to homeowners in Neighborhood Empowerment Zones. This program provides payment equivalent to abating a portion of an owner's property tax, depending on the property value and rehabilitation project expense.

Mr. Richard Smith has applied for rehabilitation incentives to replace and upgrade the side and rear yard fence at his residence. The homeowner's property is located within a Neighborhood Empowerment Zone and meets the eligibility requirements of the Program. This application was reviewed by the Re-Development Sub-Committee on April 5, 2016 and comes before the Council with the Sub-Committee's support.

Mr. Smith is eligible for a 50% abatement of city ad valorem taxes on his property for a period of four years. The annual city tax assessment on Mr. Smith's property is \$602.82 (rounded calculation). As a result, Mr. Smith is eligible for an abatement of \$301.41 (rounded calculation) per year for four years, for a total grant of \$1,205.65 (rounded calculation). Since his property is in a Neighborhood Empowerment Zone, all related construction permit fees will be waived.

During the Sub-Committee's discussion it was noted that a small section of new fence will be added at the east end of the property. The current incentive policy limits grant eligibility to the repair and replacement of existing fences. Since the homeowner is adding a new section of fence adjacent to a neighbor's older fence to screen the fence, the Sub-Committee recommended that the new fence be allowed, but that the policy be amended to clarify and

allow for new fences under certain circumstances.

FINANCIAL IMPLICATIONS:

Under the incentive program, Mr. Smith is eligible for a grant not to exceed \$1,205.65, which is available in the Neighborhood Partnership Fund.

IMPACT ON COMMUNITY SUSTAINABILITY:

Rehabilitation projects such as this fence replacement and upgrade improve property values and the appearance of the neighborhood.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a resolution authorizing the City Manager to enter into a Single-Family Rehabilitation Grant Agreement with Richard Smith at 1808 Gravley Drive in an amount not to exceed \$1,205.65.

Project Location

Single-Family Rehabilitation Incentive – 1808 Gravley Drive Proposed Fence Replacement



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SINGLE-FAMILY REHABILITATION INCENTIVE AGREEMENT WITH THE OWNER OF 1808 GRAVLEY DRIVE; TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2014 the City Council of the City of Carrollton, Texas ("City Council"), adopted the Single-Family Rehabilitation Incentive Program (a Chapter 378 and Chapter 380 Economic Development Program) in order to promote local economic development and stimulate business and commercial activity within designated areas in the City of Carrollton, Texas ("City"); and

WHEREAS, the City Council has been presented and reviewed an application for Single-Family Rehabilitation Incentives, which is further described in a summary attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, City Council desires to enter into an agreement with Richard Smith, in accordance with the terms set forth in Exhibit A, establishing an incentive in an amount not to exceed \$1,205.65 for the replacement of a fence located at 1808 Gravley; and

WHEREAS, upon full review and consideration of the application summary, and all matters attendant and related thereto, the City Council is of the opinion that City Manager shall be authorized to negotiate and execute an agreement, in accordance with the terms and conditions set forth in Exhibit A, and that such agreement is approved 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 an agreement, in accordance with the terms and conditions set forth in Exhibit A, 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 the amounts set forth above.

SECTION 3

This Resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 19th 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:

Scott Hudson
Environmental Services Director

Exhibit A
1808 Gravley
Application Summary and Property Description

Homeowner: Richard Smith

Legal Description: SANTA ROSA HEIGHTS 3 SEC 3
BLK C LOT 1
INT201100205868 DD08042011 CO-DC
1035000300100 2CC10350003

Description:

Complete fence replacement and addition of electric gate by Top Qualify Fence, L.L.C.

Project Value:
\$12,572.00

Incentive Amount:
\$1,205.65

End of Exhibit A



City of Carrollton

Agenda Memo

File Number: 2583

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *17.

CC MEETING: April 19, 2016

DATE: April 11, 2016

TO: Leonard Martin, City Manager

FROM: Robert Kopp, Director of Public Works

Consider A Resolution Authorizing The City Manager To Execute A Project Specific Agreement With Dallas County Road & Bridge District #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 \$198,646.72.

BACKGROUND:

This agenda item is to consider a resolution authorizing the City Manager to execute the project specific agreement (PSA) approved by City Council's on April 5, 2016. Dallas County requires a resolution in order to execute the PSA.

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

This proposed 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.

FINANCIAL IMPACT:

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 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

properties in the neighborhoods.

- Sustaining day-to-day operations - Dallas County's lower costs make 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 City Council approval of the attached resolution executing a Project Specific Agreement (PSA) with Dallas County to perform an asphalt 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. The PSA was approved by City Council on April 5, 2016.

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:

CITY SECRETARY

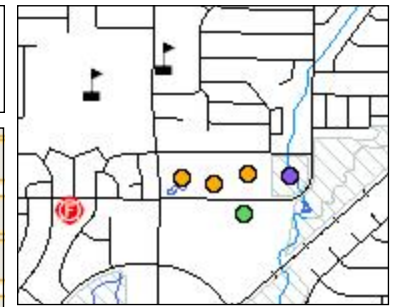
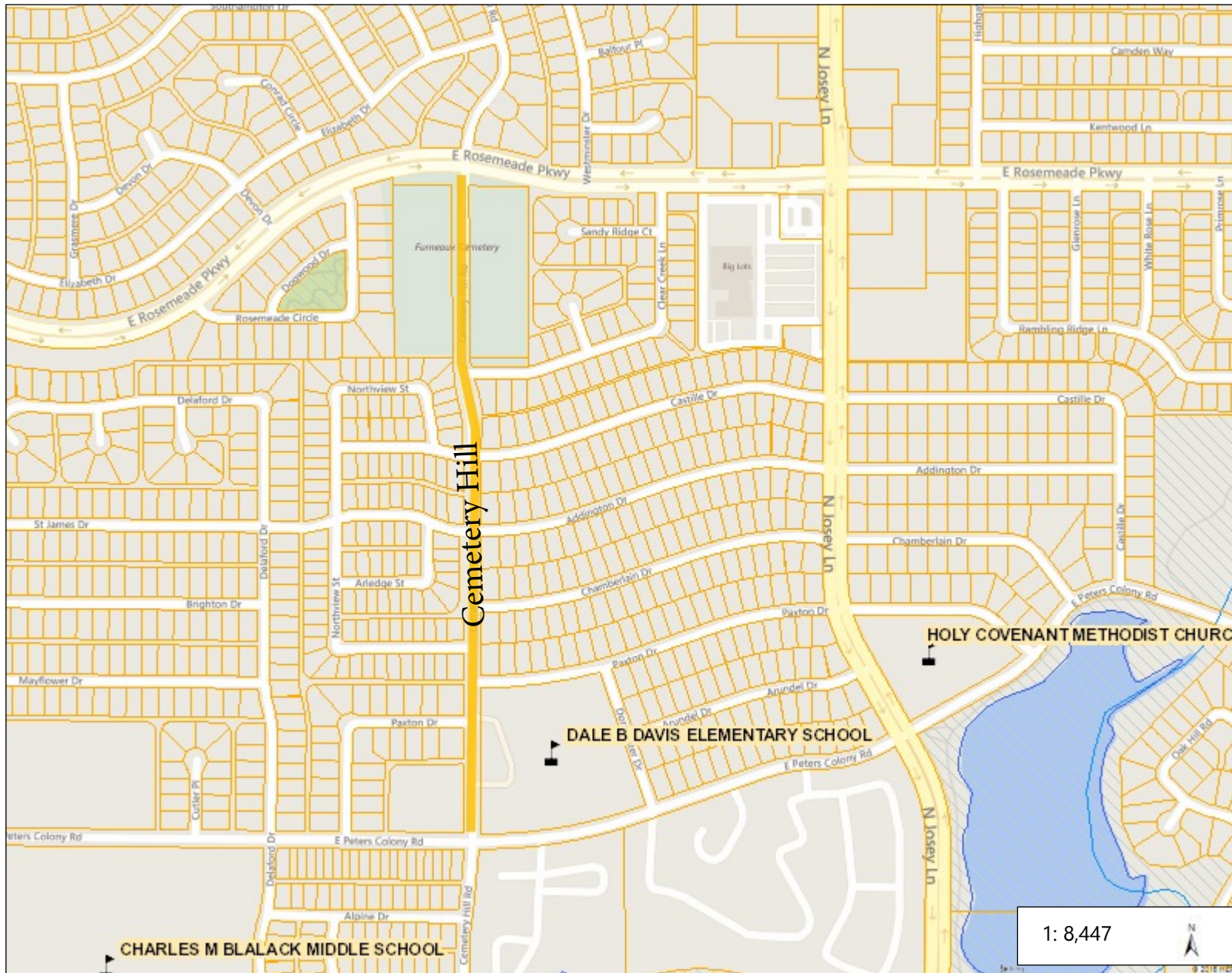
APPROVED AS TO FORM:

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

WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

**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>
					\$18,089.22

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>
					\$31,346.00

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

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

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
					3,547	0.00	3,547

**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.

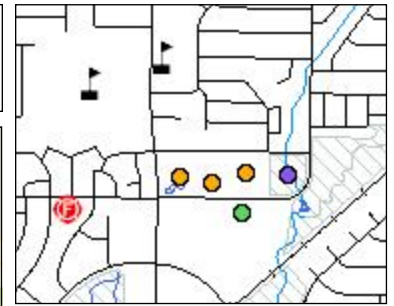
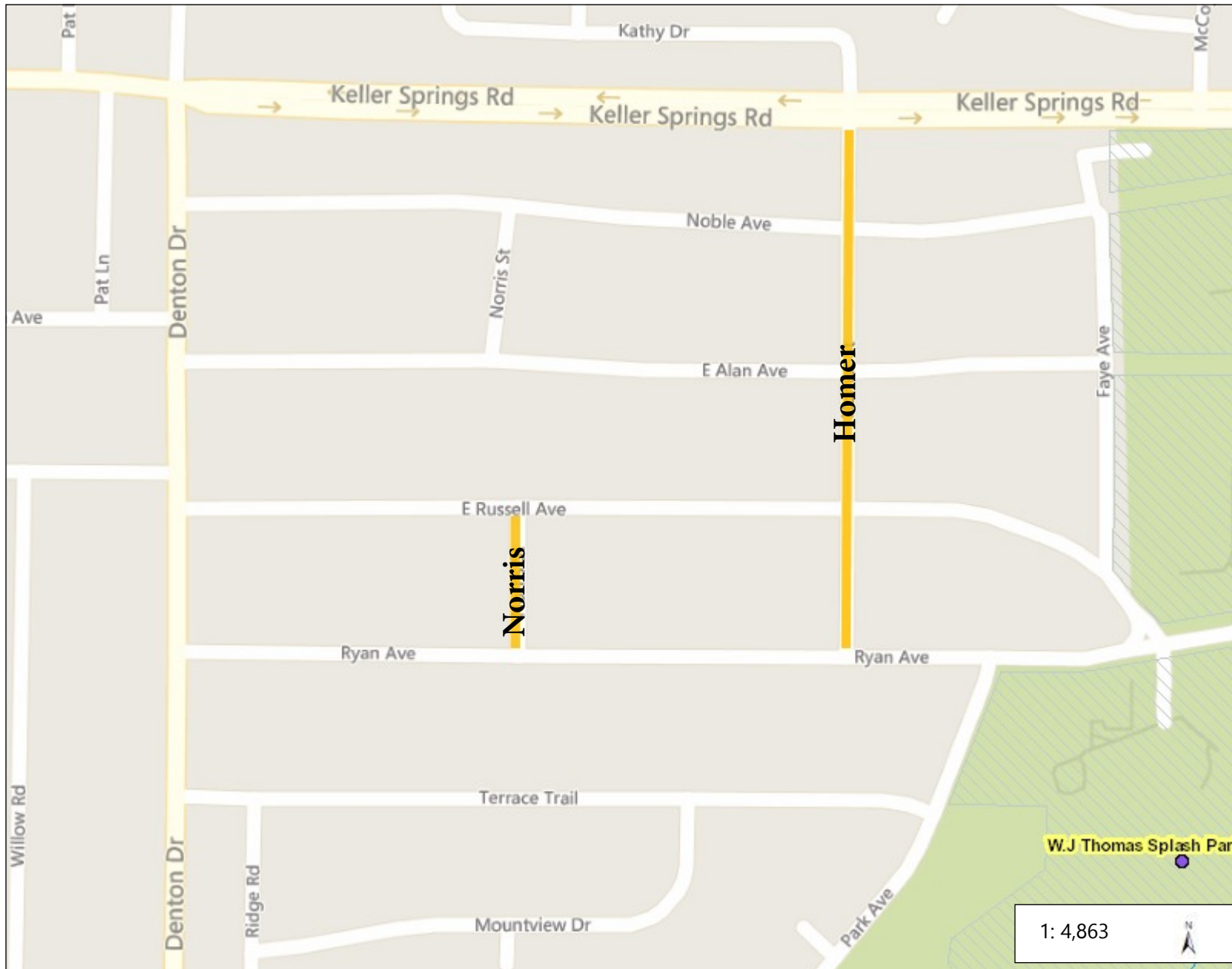
Labor Cost	Lbs./Sq.Yd s.	Quantity	Units	Unit Cost	Total
Milling	220	3800	Sq.Yds.	\$1.50	\$5,700.00
Base Milling	660	555	Sq.Yds.	\$4.30	\$2,386.50
Base in place	660	555	Sq.Yds.	\$4.30	\$2,386.50
Hauling		1336	Tons	\$4.92	\$6,573.12
Overlay	275	3800	Sq.Yds.	\$2.64	\$10,032.00
					\$27,078.12

Material Cost	Lbs./Sq.Yd s.	Quantity	Units	Unit Cost	Total
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
					\$30,754.00

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

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

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



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

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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 5th 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: 2585

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *18.

CC MEETING: April 19, 2016

DATE: April 11, 2016

TO: Leonard Martin, City Manager

FROM: Robert Kopp, Director of Public Works

Consider A Resolution Authorizing The City Manager To Execute A Project Specific Agreement 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.

BACKGROUND:

This agenda item is to consider a resolution authorizing the City Manager to execute the project specific agreement (PSA) approved by City Council's on March 22, 2016. Dallas County requires a resolution in order to execute the PSA.

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

This proposed project will resurface the 1000 through 1800 blocks of North Josey Lane. Traffic control is provided for in the agreement by Dallas County and the city will provide message boards as necessary to notify the public.

FINANCIAL IMPLICATIONS:

Dallas County Public Works estimates the project cost to be \$387,744. 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 area, thereby encouraging property owners to invest in the upkeep of their properties.

- Sustaining day-to-day operations - Dallas County's lower costs make 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 street before reconstruction.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of the attached resolution executing a Project Specific Agreement (PSA) with Dallas County to perform an asphalt overlay for the 1000 through 1800 blocks of North Josey Lane, in an amount not to exceed \$387,744.00. The PSA was approved by City Council on March 22, 2016.

PROJECT SPECIFIC AGREEMENT

Re: 1000-1870 N. Josey Lane

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 1000-1870 blocks of N. Josey Lane, 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 1000-1870 blocks of N. Josey Lane, 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 or 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. The parties hereto further agree that City shall be responsible to pay \$387,744.00.

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. Immediately upon commencement of the Project by County, City shall deposit with the Dallas County Treasurer, Three Hundred and Eighty Seven Thousand, Seven Hundred and Forty-Four dollars and Zero cents (\$387,744.00) representing the full amount to be paid to County.

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

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

CITY:

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

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:

CITY SECRETARY

APPROVED AS TO FORM:

DALLAS COUNTY
SUSAN HAWK
DISTRICT ATTORNEY



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).

Attachment "A"

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

Date: March 1, 2016

For: City of Carrollton

Subject: 1000 N. Josey lane from Beltline Road to 1870 N. Josey Lane

Total Cost Estimate: **\$387,744.00**

Cost/Sq.Yd: **\$14.91**

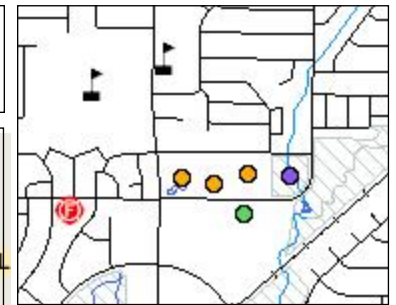
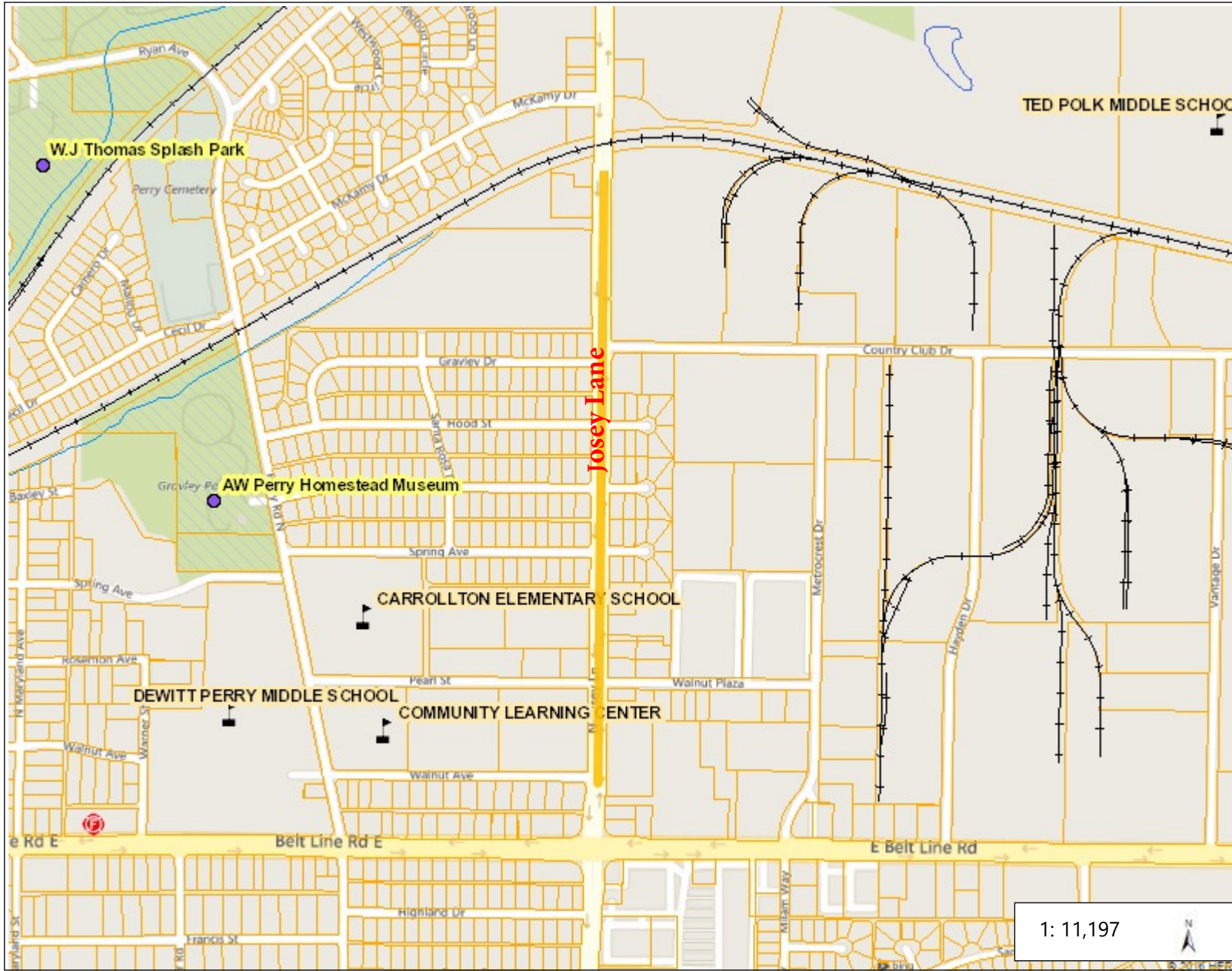
Scope of Work: (1) Surface mill street 2" (2) Edge mill around concrete curbs and gutters medians; (3) Saw cut asphalt at intersections; (4) Clean and sweep; (5) Apply emulsion; (6) Apply 1 inch type (D) level-up course and compact (7) Place 1 1/2" asphalt overlay and compact;

<u>Labor Cost</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Milling	26,000.00	Sq. Yds.	\$2.00	\$52,000.00
Edge Milling	873.00	Sq. Yds.	\$2.00	\$1,746.00
Hauling Millings	2,860.00	Tons	\$4.00	\$11,440.00
Hauling Asphalt	3,575.00	Tons	\$4.00	\$14,300.00
Asphalt in Place	26,000.00	Sq. Yds.	\$2.00	\$52,000.00
				\$131,486.00

<u>Equipment Cost</u>	<u>Hours</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
	1,900	Hours	\$34.32	\$65,208.00
			Grand Total	\$65,208.00

<u>Material Cost</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Emulsion	4,100.00	Gal	\$3.00	\$12,300.00
Type D Asphalt	3,575.00	Tons	\$50.00	\$178,750.00
				\$191,050.00

Grand Total \$387,744.00



Legend

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

1: 11,197



1,866.2 0 933.09 1,866.2 U.S. Survey Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Orange highlighted area indicates N. Josey Lane project limits

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR TYPE “E” STREET OVERLAY PROJECTS ON 1000 THROUGH 1800 BLOCKS OF NORTH JOSEY LANE; 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 the 1000 through 1800 blocks of North Josey Lane; 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, N. Josey Lane is a Type “E” street classification which does not include financial participation by Dallas County; and

WHEREAS, City Council approved the PSA on March 22, 2016, but a resolution is necessary for the document to be finalized.

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 the 1000 through 1800 blocks of North Josey Lane.

SECTION 3:

The City of Carrollton will provide 100% of the “not to exceed” cost in the amount of \$387,744.00 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 19th 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: 2592

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *19.

CC MEETING: April 19, 2016

DATE: April 12, 2016

TO: Leonard Martin, City Manager

FROM: Scott Whitaker, Parks & Recreation Director

Consider A **Resolution Authorizing The City Manager To Negotiate And Execute An Agreement With BDM Tennis, LLC For Tennis Services At Oak Creek Tennis Center.**

BACKGROUND:

Oak Creek Tennis Center is a twelve-court facility that serves as the main venue for public tennis in Carrollton. We also have 16 tennis courts in other parks throughout the city. The current contract for management of Oak Creek Tennis Center will expire at the end of April.

Staff recently sent out an RFP for management of OCTC and the satellite tennis courts. Two proposals were received - one from BDM Tennis, LLC, the current contractor, and the second from Lifetime Tennis, which manages the municipal tennis facility in McKinney. A team was formed of Parks and Recreation staff, the current president of Carrollton Tennis Association (CTA), and an active member of the adult tennis leagues in Carrollton. This committee reviewed both proposals, talked with the local tennis community, and did additional research on the two proposals and companies.

Both parties submitted a proposal to pay the city a monthly rental fee. This is consistent with the contract that is expiring and both proposals were to increase the amount paid to the city from the current contract.

After careful and thorough consideration, the committee unanimously recommends the City enter into a contract with BDM Tennis, LLC. This contract would be for five years. This evaluation was based on experience of the company, operating plan, financial plan (rent payment), and professional qualifications. BDM Tennis, LLC has been the contractor for the past six years. Staff and the committee received multiple avenues of feedback in support of BDM Tennis, LLC from current players, leagues, and CTA members.

FINANCIAL IMPLICATIONS:

BDM Tennis, LLC will pay the City a monthly payment of \$4,000 to operate the facility at Oak Creek Tennis Center as well as a percentage of revenue after a certain revenue goal is reached.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the City Council authorize the City Manager to enter into an agreement with BDM Tennis, LLC to provide Professional Tennis Services.

ATTACHMENT: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BDM TENNIS, LLC. FOR TENNIS SERVICES AT OAK CREEK TENNIS CENTER WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City Council of the City of Carrollton, Texas (“City Council”) provides a variety of recreation services, including a tennis center, to its citizens in order to improve residents’ quality of life; and

WHEREAS, the City Council desires to enter into an agreement with BDM Tennis, LLC, in accordance with the terms set forth herein, defining the scope of tennis services at Oak Creek Tennis Center and a base rental fee of \$4,000.00 per month to be paid by BDM Tennis, LLC, plus a percentage of revenue if revenue exceeds an established threshold, for the operation of the Tennis Center (“Agreement”); and

WHEREAS, the Agreement shall be for a term not to exceed 5 years, will include performance measures, and provide for open play, leagues, lessons and pro shop sales; and

WHEREAS, the Agreement will further provide that in the event of impossibility of performance the Agreement may be terminated; and

WHEREAS, upon full review and consideration of the terms and conditions set forth herein, and all matters attendant and related thereto, the City Council is of the opinion that City Manager shall be authorized to negotiate and execute an agreement on behalf of the City of Carrollton;

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

SECTION 1

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 an 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 19th 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:

Scott Whitaker
Parks and Recreation Director



City of Carrollton

Agenda Memo

File Number: 2593

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *20.

CC MEETING: April 19, 2016

DATE: April 11, 2016

TO: Leonard Martin, City Manager

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

Consider A Resolution Joining Other Cities Part Of The Oncor Steering Committee To Initiate A Rate Case Against Oncor, And Directing Oncor Electric Delivery Company, LLC To File Certain Information With The City Of Carrollton; Setting A Procedural Schedule For The Gathering And Review Of Necessary Information In Connection Therewith; Setting Dates For The Filing Of The City's Analysis Of The Company's Filing And The Company's Rebuttal To Such Analysis; Ratifying The Hiring Of Legal Counsel And Consultants; Reserving The Right To Require The Reimbursement Of The City Of Carrollton's Rate Case Expenses; Setting A Public Hearing For The Purposes Of Determining If The Existing Rates Of Oncor Electric Delivery Company Are Unreasonable Or In Any Way In Violation Of Any Provision Of Law And The Determination By The City Of City Of Carrollton Of Just And Reasonable Rates To Be Charged By Oncor Electric Delivery Company, LLC.

BACKGROUND:

Recent Public Utility Commission of Texas ("Commission") proceedings related to approval of conversion of Oncor into a Real Estate Investment Trust ("REIT") resulted in the Commissioners' desire to share \$200 million to \$250 million in annual federal income tax ("FIT") savings with Oncor ratepayers. Since the proceeding involving a change of ownership and control of Oncor was not a rate case, the Commission had no jurisdiction to order a reduction in rates. The new owners of Oncor indicated an intent to file a rate case in mid-2017 to become effective in 2018. Believing that a two year wait to factor FIT savings into rates was too long to wait, the Steering Committee of Cities Served by Oncor decided to initiate a rate case against Oncor.

WHEREAS CLAUSE EXPLAINED

Cities have original rate making jurisdiction over Oncor's rates and services within their municipal limits. The Commission has original jurisdiction over the environs outside municipal limits and appellate jurisdiction over city rate mailing orders.

As a regulatory authority, Cities that retain original jurisdiction may initiate rate making proceedings by filing a resolution requiring a public utility to show cause why rates should not be reduced.

The City works with other similar Oncor Cities on regulatory issues through the Steering Committee of Cities Served by Oncor which has functioned continuously since 1988.

The Executive Committee of the Steering Committee recommends that member Cities pass show cause resolutions to initiate a rate case so that Oncor rates may be reduced.

RESOLVED SECTIONS EXPLAINED

Section 1 provides notice to Oncor that it is compelled to file information that would otherwise be required if the Company filed a request to increase rates at the Commission by September 1, 2016. This Section requires that historic data from calendar year 2015 be filed to demonstrate that its rates should not be reduced.

Section 2 authorizes Cities' representatives to file requests for information which shall be answered by Oncor within 15 days of receipt.

Sections 3 and 4 set other dates critical to the procedural process for rate setting. Cities' report will be due on October 13, 2016 and the Oncor rebuttal will be due November 10, 2016.

Section 5 establishes that a hearing will occur and final order will be issued between November 15, 2016 and December 15, 2016.

Section 6 provides that the procedural schedule may be amended by the City and that other orders may be extended. For example, once the REIT conversion is finalized, Cities may enter interim orders requiring a sharing of tax savings that benefit ratepayers.

Section 7 authorizes the hiring of legal counsel and authorizes the Executive Committee to hire consultants.

Section 8 confirms that Cities will seek reimbursement of their rate making expenses from Oncor.

Section 9 confirms that the resolution was passed in compliance with Open Meeting laws.

Section 10 requires notice the resolution was passed to the General Counsel of Oncor and General Counsel of the Oncor Steering Committee.

FINANCIAL IMPLICATIONS:

Not applicable.

STAFF RECOMMENDATION/ACTION DESIRED:

The OCSC Executive Committee, OCSC legal counsel and staff recommend adoption of the Ordinance initiating the rate case.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, DIRECTING ONCOR ELECTRIC DELIVERY COMPANY, LLC TO FILE CERTAIN INFORMATION WITH THE CITY OF CARROLLTON; SETTING A PROCEDURAL SCHEDULE FOR THE GATHERING AND REVIEW OF NECESSARY INFORMATION IN CONNECTION THEREWITH; SETTING DATES FOR THE FILING OF THE CITY'S ANALYSIS OF THE COMPANY'S FILING AND THE COMPANY'S REBUTTAL TO SUCH ANALYSIS; RATIFYING THE HIRING OF LEGAL COUNSEL AND CONSULTANTS; RESERVING THE RIGHT TO REQUIRE THE REIMBURSEMENT OF THE CITY OF CARROLLTON'S RATE CASE EXPENSES; SETTING A PUBLIC HEARING FOR THE PURPOSES OF DETERMINING IF THE EXISTING RATES OF ONCOR ELECTRIC DELIVERY COMPANY ARE UNREASONABLE OR IN ANY WAY IN VIOLATION OF ANY PROVISION OF LAW AND THE DETERMINATION BY THE CITY COUNCIL OF CITY OF CARROLLTON OF JUST AND REASONABLE RATES TO BE CHARGED BY ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Carrollton is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has original jurisdiction over the rates of Oncor Electric Delivery Company, LLC ("Oncor") to determine if such rates are just and reasonable; and

WHEREAS, Sections 33.021, 36.003 and 36.151 of PURA empower a regulatory authority, on its own motion or on a complaint by any affected person, to determine whether the existing rates of any public utility for any service are unreasonable or in any way in violation of any provision of law, and upon such determination, to determine the just and reasonable rates; and

WHEREAS, the City of Carrollton has reason to believe that Oncor is over-earning and its rates are excessive; and

WHEREAS, the City of Carrollton is a member of the Steering Committee of Cities Served By Oncor; and

WHEREAS, the Executive Committee of the Steering Committee of Cities Served by Oncor has recommended that cities pass a resolution that requires Oncor to show cause why its transmission and distribution rates should not be reduced; and

WHEREAS, the City of Carrollton, and the City Council of the City of Carrollton desires, on its own motion, to exercise its authority under Sections 33.021, 36.003 and 36.151 of PURA; and

WHEREAS, a procedural schedule should be established for the filing of certain information by Oncor, procedures to be followed to obtain and review information from Oncor, the filing of an analysis of such information by the City, the filing of rebuttal information from Oncor, and a public hearing at which time the City shall make a determination whether the existing rates of Oncor are unreasonable or are in any way in violation of any provision of law, and if such rates should be revised, and just and reasonable rates determined for Oncor.

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

SECTION 1. This resolution constitutes notice of the City's intent to proceed with an inquiry into the transmission and distribution rates charged by Oncor. On or before September 1, 2016, Oncor shall file with the City of Carrollton information that demonstrates good cause for showing that Oncor's transmission and distribution rates should not be reduced. Specifically, Oncor shall file with the City of Carrollton information for the test year beginning January 1, 2015 and ending December 31, 2015, regarding Oncor's cost of service elements, including, but not limited to, the elements detailed by the Public Utility Commission as necessary for the filing of a Statement of Intent to Change Rates. The test year may be updated for more current data and shall be adjusted for known and measureable changes.

SECTION 2. City's designated representatives shall have the right to obtain additional information from Oncor through the filing of requests for information, which shall be responded to within fifteen (15) days from the receipt of such request for information.

SECTION 3. City's designated representatives shall file their analysis of Oncor's filing and information on or before October 13, 2016.

SECTION 4. Oncor shall file any rebuttal to the analysis of City's representatives on or before November 10, 2016. With its rebuttal, Oncor may present whatever additional information it desires to defend its current rates.

SECTION 5. A public hearing shall be conducted by the City Council for the City of Carrollton during a regular council meeting scheduled between November 15 and December 15. At such hearing a representative of Oncor and a representative of the City of Carrollton's consultants will each be allowed to address the City Council and summarize previously filed reports for no more than 15 minutes. Based upon such hearing, a determination of the reasonableness of the existing rates of Oncor shall be made by the City Council and, if necessary, just and reasonable rates shall be determined to be thereafter observed and enforced for all services of Oncor within the City of Carrollton, Texas.

SECTION 6. The City Council may, from time to time, amend this procedural schedule and enter additional orders as may be necessary in the public interest and to enforce the provisions hereof.

SECTION 7. Subject to the right to terminate employment at any time, the City of Carrollton hereby ratifies the Steering Committee's selection of Geoffrey Gay with the law firm

of Lloyd, Gosselink, Rochelle & Townsend as legal counsel to assist the City of Carrollton in its ratemaking and to prosecute any appeals to the Texas Public Utility Commission or court. The Executive Committee of the Steering Committee of Cities Served by Oncor shall retain appropriate consultants to prepare a report and make rate recommendations.

SECTION 8. Fees and expenses of attorneys and consultants assisting the City in the Steering Committee's review of the reasonableness of Oncor's rates will be processed through the Steering Committee but the City reserves the right to seek reimbursement from Oncor pursuant to the PURA Section 33.023.

SECTION 9. That it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

SECTION 10. That a copy of this Resolution shall be sent to E. Allen Nye, Jr., Senior Vice President, General Counsel and Secretary, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, and to Geoffrey Gay, General Counsel to the Steering Committee of Cities Served by Oncor, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

AND IT IS SO ORDERED.

The above and foregoing resolution was passed and approved on this the 19th day of April, 2016, by the following vote:

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney



City of Carrollton

Agenda Memo

File Number: 2597

Agenda Date: 4/19/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *21.

CC MEETING: April 19, 2016

DATE: April 13, 2016

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Consider A Resolution Acknowledging A Petition To Annex Approximately 4.5 Acres Of Land Located On The West Side Of Charles Street Between Plano Parkway And Hebron Parkway; Directing The Development Of A Service Plan For The Proposed Annexation; Setting Dates For The Required Public Hearings; Directing The Publication Of Such Public Hearings And Providing An Effective Date. Case No. 03-16MD1 Armenian Church Annexation.

BACKGROUND:

This is a request for approval of a resolution acknowledging a request for annexation, setting hearing dates, and directing staff to prepare a service plan with regard to the proposed annexation of an approximately 4.5-acre tract of land. The tract is located on the west side of Charles Street, between Plano Parkway and Hebron Parkway.

The request is being submitted at the request of Dr. Vahe Dayian, Parish Council Chairman and Director for St. Sarkis Armenian Church. The church is the current property owner.

On February 2, 2016 the City Council received a presentation from staff on this proposed project and directed staff to proceed with the development of an annexation schedule. On February 16, 2016 City Council received a presentation from staff regarding the annexation schedule, and approved the schedule accordingly. According to the approved schedule, the annexation will become effective on June 7, 2016.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the attached resolution which instructs staff to prepare the service plan.

RESULT SHEET

Date: 04/20/16

Case No./Name: 03-16MD1 Armenian Church Annexation

A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommends **APPROVAL** of the attached Resolution which instructs staff to prepare the Service Plan.

B. CC RESOLUTION directing staff to prepare a Service Plan from CC meeting:
04/19/16

Result: /Vote:

C. FIRST CC PUBLIC HEARING: 05/03/16

Result: /Vote:

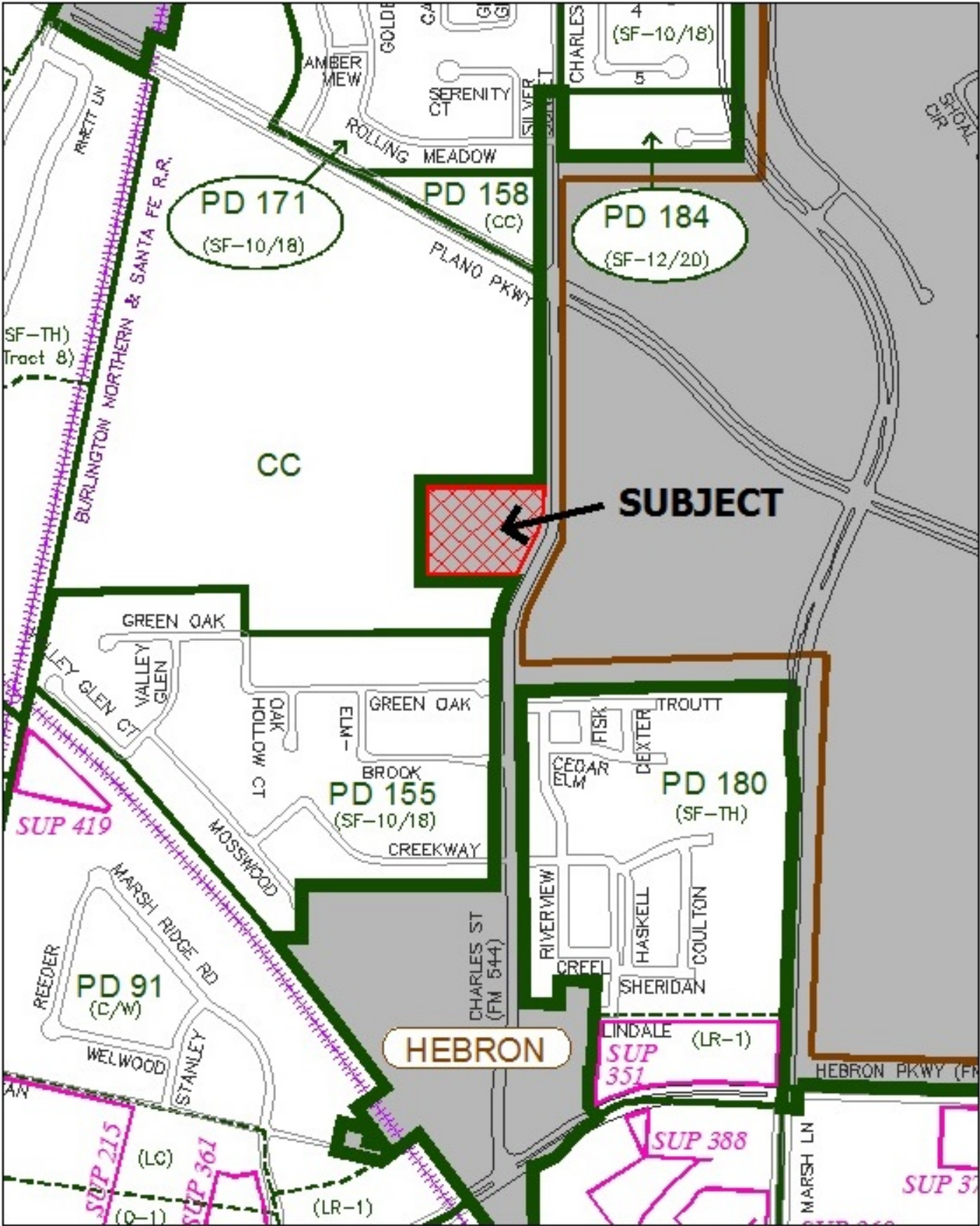
D. SECOND CC PUBLIC HEARING: 05/17/16

Result: /Vote:

E. ANNEXATION ORDINANCE APPROVAL: 06/07/16

Result: /Vote:

Location Map



PLANNING DEPARTMENT

DEVELOPMENT NAME: Armenian Church
Annexation

City of Carrollton

Date: 04/19/16

RESOLUTION NUMBER _____

RESOLUTION NUMBER _____ OF THE CITY OF CARROLLTON, TEXAS
ACKNOWLEDGING A PETITION TO ANNEX APPROXIMATELY 4.5 ACRES
OF LAND LOCATED ON THE WEST SIDE OF CHARLES STREET BETWEEN
PLANO PARKWAY AND HEBRON PARKWAY; DIRECTING THE
DEVELOPMENT OF A SERVICE PLAN FOR THE PROPOSED ANNEXATION;
SETTING DATES FOR THE REQUIRED PUBLIC HEARINGS; DIRECTING
THE PUBLICATION OF SUCH PUBLIC HEARINGS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City has been petitioned by the owner of approximately 4.5 acres of land located on the west side of Charles Street between Plano Parkway and Hebron Parkway;

WHEREAS, the City is authorized, pursuant to the Texas Local Government Code, Chapter 43, to annex an area located in its extraterritorial jurisdiction;

WHEREAS, the Charter of the City of Carrollton, authorizes the annexation of property adjoining the City of Carrollton by written petition by a majority of landowners to the City Council,

WHEREAS, pursuant to the Texas Local Government Code, section 43.065, the City Council shall direct the planning department, or other appropriate municipal department to prepare a service plan that provides for the extension of full municipal services to the area to be annexed; and

WHEREAS, pursuant to Texas Local Government Code, two public hearings must be conducted to allow persons interested in the annexation an opportunity to be heard, and must be conducted on or before the 40th day but before the 20th day before the date of the institution of the proceedings.

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

Section 1.

The owners of approximately 4.5 acres of land located on the northeast corner of Josey Lane and Parker Road (F.M. 544), as described in Exhibit A and shown in Exhibit B ("Property") which are attached hereto and incorporated herein, have submitted an affidavit, attached as Exhibit C, petitioning the City of Carrollton to annex the Property and in accordance with the City Charter and Texas state laws, this Council will provide an opportunity to all interested persons to be heard regarding the annexation of the Property.

Section 2.

The planning department shall prepare a service plan providing for the extension of full municipal services to the Property.

Section 3.

The public annexation hearings shall be held on May 3rd and May 17th, 2016 in City Council Chambers of City Hall.

Section 4.

The City Manager or his designee is directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the city and in the above described territory and to post notice on the City's Internet website not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

Section 5.

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

Section 6.

This resolution shall become and be effective on and after its adoption.

PASSED AND APPROVED this the Nineteenth 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
Chief Planner

EXHIBIT A
LEGAL DESCRIPTION

All that certain tract or parcel of land situated in the John Smith Survey, Abstract 1226, Denton County, Texas, being a part of a (called) 200 acre tract described in a Deed from J. A. Griffin et ux to Fred D. Holt, Jr. on the 4th day of April, 1947, recorded in Volume 333, Page 634, Deed Records of said County, and being more fully described as follows:

COMMENCING at the Southwest corner of said 200 acre tract at a steel pin on the East right-of-way of the St. Louis and Santa Fe Railroad;

THENCE North 88 degrees 20' 23" East with the South boundary line of said tract a distance of 1639.16 feet to a railroad spike and fence corner at the POINT OF BEGINNING;

THENCE North 0 degrees 47' 48" West a distance of 434.6 feet to a steel pin and fence corner; THENCE North 89 degrees 15' 30" East with said fence a distance of 514.42 feet to an iron pin on the West right-of-way of F.M. Road 544;

THENCE South 1 degree 34' 31" East with said right-of-way along and near a fence a distance of 27.12 feet to an iron pin;

THENCE North 88 degrees 25' 29" East with said right-of-way a distance of 5.0 feet to an iron pin at the beginning of a curve;

THENCE Southerly with said right-of-way and a curve to the right having a central angle of 28 degrees 30', a chord of South 12 degrees 40' 29" West 140.17 feet, a radius of 284.73 feet, and an arc distance of 141.63 feet to a steel pin at the end of said curve;

THENCE South 26 degrees 55' 29" West with the West right-of-way of F.M. Road 544 a distance of 299.92 feet to an iron pin on the South boundary line of said 200 acres;

THENCE South 88 degrees 20' 23" West along and near a fence a distance of 347.66 feet to the POINT OF BEGINNING, and containing 4.481 acres of land and being the same property described in a Deed from Max Williams to Ronald L. Mabra dated 1-16-84 recorded in Volume 1325, Page 961, Real Property Records, Denton County, Texas.

EXHIBIT B
LOCATION

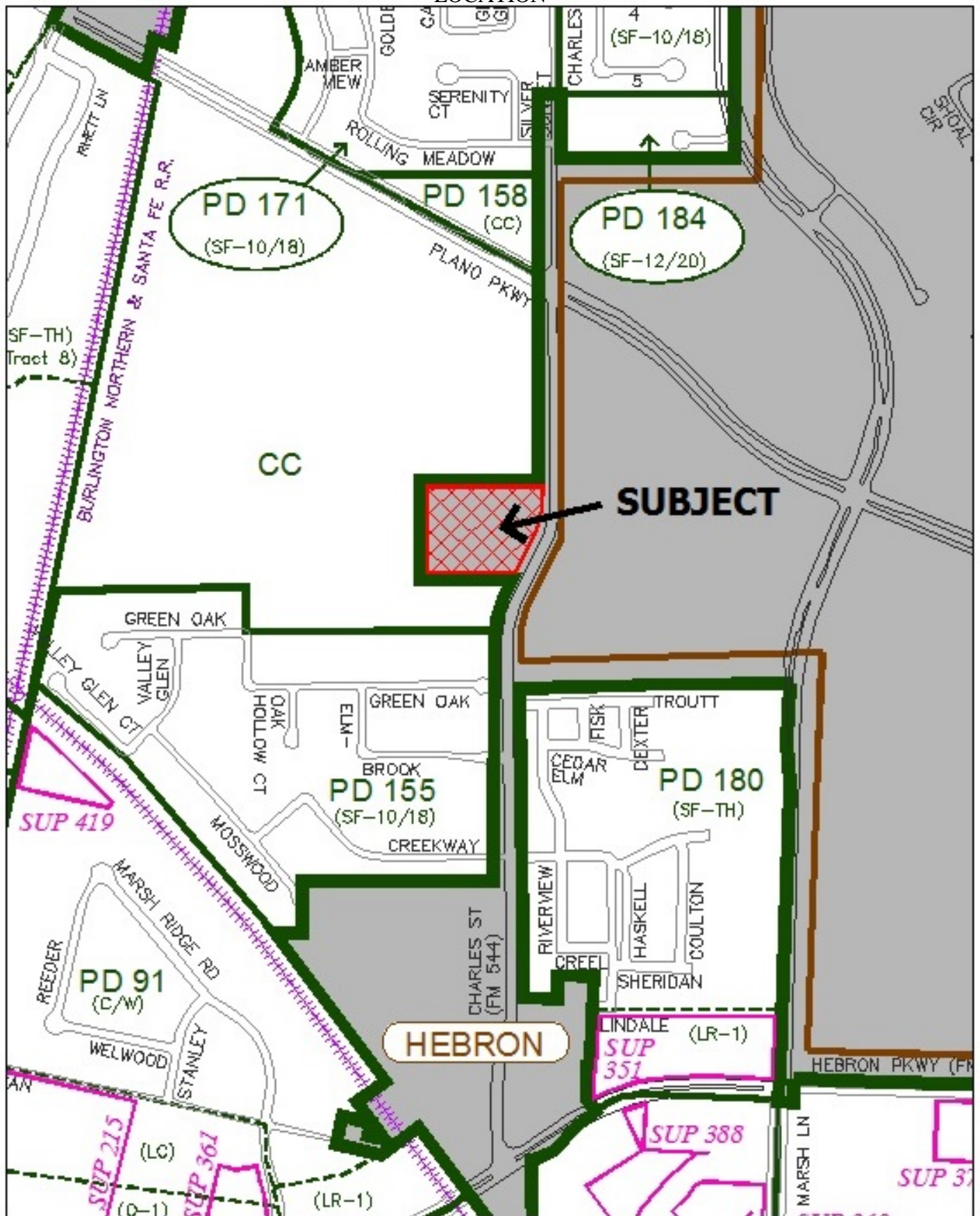


Exhibit C

AFFIDAVIT/PETITION FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF CARROLLTON, TEXAS:

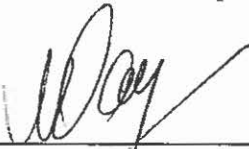
The undersigned owners of the hereinafter described tract of land, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Carrollton, Texas, the territory more fully described in Exhibit A, attached hereto and incorporated herein for all intents and purposes, and hereinafter known as the "Property".

St. Sarkis Armenian Church of Dallas - Ft. Worth is the legal owner of the Property, and is hereinafter referred to as the "Owner". I legally represent the Owner of the Property, and I am a duly authorized representative of the Owner with the legal authority to execute this document.

I certify the Property is contiguous and adjacent to the City of Carrollton, Texas, and the undersigned represents that the Owner of the Property desires to be annexed to and made part of the City of Carrollton, Texas, subject to all laws, rules, and regulations of said city.


There are no qualified voters in the said territory, and I certify that this affidavit is signed and acknowledged by each and every person, including any entity owning the described land or having an interest in any part thereof.

I swear, or affirm under penalty of perjury, that the information in this affidavit is true and correct.



AFFIANT, Dr. Vahe Dayian
Director & Parish Council Chairman
St. Sarkis Armenian Church Of Dallas-Ft. Worth

Subscribed and sworn to before me, this the 8 day of April, 2016



Notary Public in and for the State of Texas

