

# City of Carrollton

1945 E. Jackson Road  
Carrollton, TX 75006



## REGULAR WORKSESSION & MEETING

Tuesday, May 3, 2016

5:45 PM

CITY HALL, 2nd Floor

### City Council

*Mayor Matthew Marchant*  
*Mayor Pro Tem Anthony Wilder*  
*Deputy Mayor Pro Tem Doug Hrbacek*  
*Councilmember James Lawrence*  
*Councilmember Bob Garza*  
*Councilmember Glen Blanscet*  
*Councilmember Steve Babick*  
*Councilmember John Sutter*

**\*\*\*PRE-MEETING / EXECUTIVE SESSION\*\*\*****5:45 P.M. – COUNCIL BRIEFING ROOM**

1. Receive **information and discuss Consent Agenda.**
2. Council will convene in Executive Session pursuant to Texas Government Code:
  - **Section 551.071** for private consultation with the City Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the City Attorney has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the City Council.
  - **Section 551.072** to discuss certain matters regarding real property.
  - **Section 551.087** to discuss Economic Development.
3. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

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

4. Discuss Denco Area 911 Appointment.
5. Discuss Hotel Occupancy Tax Program.
6. Discuss Freese And Nichols Proposal To Complete A Preliminary Master Plan And Golf Course Relocation Study For Indian Creek Golf Course And TC Rice Property.
7. Discuss Possible City Of Carrollton Veterans' Memorial.
8. Mayor and Council reports and information sharing.

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

9. Present A Proclamation Declaring May 15 Through May 21, 2016 As National Police Week And May 15, 2016 As Peace Officers' Memorial Day.

**PUBLIC FORUM**

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

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

## 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

- \*11. Consider Approval Of The April 19, 2016 Regular Meeting Minutes.

## BIDS & PURCHASES

- \*12. Consider Approval Of The Purchase Of One (1) Mini Excavator Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$53,300.00.
- \*13. Consider Approval Of The Purchase Of Two Electronic Double-Face Messaging Centers From Identity Management Consultants LLC Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$61,705.11.
- \*14. Consider Approval Of Request For Proposal #16-019 For Thomas Park Baseball Field Renovations From Northstar Construction In An Amount To Not Exceed \$ 464,749.00.

## CONTRACTS & AGREEMENTS

- \*15. Consider Authorizing the City Manager To Approve A Contract With Jim Bowman Construction Company For The Kelly Boulevard Pavement Replacement Project Between Country Club Drive And Keller Springs Road In An Amount Not To Exceed \$949,310.05.
- \*16. Consider Authorizing The City Manager To Approve Professional Services Contract Amendment Number 2 With Walter P. Moore For Modification Of The Completed Drainage Design To Include A Drainage Vault On The IH-35E Frontage Road And Additional Costs Associated With Temporary Paving And Drainage Connections In An Amount Of \$56,430.00 For A Revised Contract Amount Of \$268,542.00.
- \*17. Consider Approval Of A Professional Services Contract With Huitt Zollars For The Development Of Erosion Control Construction Plans For Indian Creek 2 (Section Of Indian Creek From Hebron Parkway To Just North Of Indian Creek Golf Course) In An Amount Not To Exceed \$174,575.00.

## ORDINANCE

- \*18. Consider An Ordinance For Abandonment Of Public Right-Of-Way In The 1700 Block Of West Crosby Road And The 1500 Block Of Selene Drive To Icon Newco Pool 2, LLC.

## RESOLUTIONS

- \*19. Consider A Resolution Appointing A Representative And An Alternate To The Trinity River Authority Central Regional Wastewater System Advisory Committee.
- \*20. Consider A Resolution Accepting The Investment Officer's Second Quarter Report For Period Ended March 31, 2016.
- \*21. Approve A Resolution Relating To The Valuation Process Of The Homestead Exemption For Capped Properties.
- \*22. Consider A Resolution Declaring A Public Necessity And Authorizing Acquisition Of One Portion Of A Vacant Parcel Of Land Known As 2406 Tarpley Road For Public Use At The Golden Bear Water Pump Station.
- \*23. Consider A Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With ROMCO Equipment Company, LLC.
- \*24. Consider A Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With Venture Mechanical, Inc.

- \*25. Consider A Resolution Authorizing The City Manager To Enter Into An Agreement To Provide An Incentive To Icon Newco Pool 2, LLC In An Amount Equal To The Value Of The Right-Of-Way Abandoned By The City Of Carrollton.

#### **PUBLIC HEARING-CONSENT AGENDA**

- \*26. Hold A Public Hearing To Consider An Ordinance Amending Planned Development No. 201 (PD-201) For The (O-4) Office And (LR-2) Local Retail Districts With Modified Development Standards On An Approximately 38.1-Acre Tract Located On The East Side Of Midway Road Between International Parkway And Park Boulevard; Amending Accordingly The Official Zoning Map. Case No. 04-16Z1 RP At Park/Billingsley Development Corp. Case Coordinator: Michael McCauley.

#### **PUBLIC HEARING - INDIVIDUAL CONSIDERATION**

27. Hold A Public Hearing And Consider An Ordinance Amending The Zoning On An Approximately 12.4-Acre Tract Zoned PD-52 For The (LR-2) Local Retail District And Located On The North Side Of Keller Springs Road, East Of Josey Lane; To Amend Planned Development District 52 (PD-52) To Allow For Automobile Equipment And Rental; And Amending The Official Zoning Map Accordingly. Case No. 04-16Z2 Home Depot/Scott Mommer. Case Coordinator: Michael McCauley.
28. Hold A Public Hearing And Consider An Ordinance Amending The Zoning On An Approximately 15.5-Acre Tract Located At The Southeast Corner Of Parker Road And Dozier Road To Repeal Planned Development District 170 (PD-170) In Its Entirety And To Amend Planned Development District 179 (PD-179) To Encompass The Area Of PD-170 To Allow For Single-Family Residential Development With Modified Development Standards; And Amending The Official Zoning Map Accordingly. Case No. 02-16Z1 Parker At Dozier (Zoning). Case Coordinator: Michael McCauley.
29. Hold The First Public Hearing To Consider An Ordinance Annexing An Approximately 4.5 Acres Of Land Located On The West Side Of Charles Street Between Plano Parkway And Hebron Parkway. Case No. 03-16MD1 Armenian Church Annexation. Case Coordinator: Loren Shapiro.

30. Hold A Public Hearing And Consider A Resolution Amending The Comprehensive Plan And The Future Land Use Map To Change An Approximately 15.5-Acre Site Located At The Southeast Corner Of Parker Road And Dozier Road From Medium-Intensity Office And Mixed Uses To Single-Family Detached Residential Uses. Case No. 02-16MD1 Parker At Dozier (Comp Plan). Case Coordinator: Michael McCauley.

## ADJOURNMENT

*CERTIFICATE - I certify that the above agenda giving notice of meeting was posted on the bulletin board at the City Hall of Carrollton, Texas on the 29th 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: 2604

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 4.

**CC MEETING: May 3, 2016**

**DATE:** April 18, 2016

**TO:** Leonard Martin, City Manager

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

Discuss **Denco Area 911 Appointment.**

### **BACKGROUND:**

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 911 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.”

Each year on September 30, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Mr. Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term. He has provided the City with his resume for your consideration.

Along with 34 participating municipalities, Denco requests the Carrollton City Council nominate a candidate to be considered to represent the municipality on the Denco Board of Managers.

On June 16th, the Executive Director shall provide the Mayor of each participating municipality the slate of nominees to be considered for appointment to the Denco Area 911 District Board of Managers for the 2-year term beginning October 1st. The notice shall advise the mayor that the City Council shall vote, by resolution from the City, for one of the nominees.

The nominee with the most votes received by the September 15th deadline will be the municipal representative appointed. If there is a tie between two candidates with the most votes, a runoff election will be held immediately.

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

Nominate a candidate to be considered for the Denco 911 Board of Managers.

## **Denco Area 9-1-1 District Board of Managers FY2016**

### **Jack Miller, Chairman**

- Appointed by Denton County Commissioners Court
- Member since October 2000
- Term expires September 2016
- Former mayor and council member of Denton
- Self-employed as a human resource manager

### **Bill Lawrence, Vice Chair**

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2017
- Former Mayor of Highland Village
- Businessman, Highland Village

### **Chief Terry McGrath, Secretary**

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2017
- Assistant Fire Chief, City of Lewisville

### **Jim Carter**

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2016
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

### **Sue Tejml**

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2017
- Mayor, Town of Copper Canyon
- Attorney at Law

### **Rob McGee**

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2012
- Serves until replaced by telephone company
- Manager, Region Network Reliability, Verizon

All voting members serve two-year terms and are eligible for re-appointment.



**JIM CARTER**

6101 Long Prairie Road, Suite 744-110 (817) 239-7791

Flower Mound, Texas 75028 jcarter@halff.com

**EDUCATION**

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College Degree: University of Georgia, B.B.A. Finance  
Post Graduate: Georgia Tech, University of Tennessee, University of Michigan, Texas Women’s University, American Management Association

**PROFESSIONAL EXPERIENCE**

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Department Head, Finance General Motors Corporation  
Vice-President Frito-Lay, Inc., International – Domestic Development  
President, C.E.O Mercantile Corporation  
Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W  
Current: Principal James P. Carter & Associates – Consultant & Mediator  
To large/small business and governmental entities  
Professional Licenses Texas Real Estate License, Certified Mediator

**PUBLIC SERVICE EXPERIENCE**

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Mayor Trophy Club, Texas – 14 years  
Municipal Court Judge Trophy Club, Texas – 12 years  
County Commissioner Denton County, Texas – 8 years  
Vice President Texas Association of Counties  
President Denton County Emergency Services District #1  
Fire and Emergency Medical over 65 square miles  
Serving 5 municipalities: (Argyle, Bartonville, Bopper Canyon, Corral City and Northlake);  
Lantana Freshwater Supply Districts #6 and #7  
and rural areas of Denton County  
Certified ESD Commissioner Only 5% of ESD Commissioners in Texas have this designation  
Texas State Board Member SAFE-D – Trains ESD Commissioners  
Board Member Denco 911 Emergency telecommunications system that assists its member jurisdictions in responding to police, fire and medical emergency calls.

## **COMMUNITY AND CHARITY SERVICES**

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Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee
American Heart Association	Board of Directors, Celebrity Waiter

## **BUSINESS ORGANIZATIONS**

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North Texas Council of Governments	Transportation Board
Fort Worth Chamber of Commerce	Chairman, North Area Chamber Annual Golf Tournament Economic Development Council Governmental Affairs Committee
Texas Alliance for Growth Greater Fort Worth Area	Legislative Committee
Northeast Leadership Forum	Board of Directors, Chairman Mayors Forum, Chairman Legislative Committee
Metroport Partnership	Founding Member and Chairman
Northwest Community Partners	Founding Member, Chairman Board of Directors
Industrial Developer Association	Developer Representative

**Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives**



# City of Carrollton

## Agenda Memo

File Number: 2617

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 5.

**CC MEETING: May 3, 2016**

**DATE:** April 26, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Meredith A. Ladd, City Attorney

Discuss **Hotel Occupancy Tax Program.**

### **BACKGROUND:**

In 2014, the City Council approved an agreement with Lowen Holdings, Ltd., for rebate of Hotel Occupancy Taxes pursuant to Texas Tax Code Sec. 351.101(a)(3). Lowen has submitted an annual budget that includes administrative expenses for activities authorized under (a)(3); however, such expenses are not specifically permitted under this section. Instead, the legislature added a provision in 1995 that provides for the rebate of administrative expenses directly related to authorized activities, if so approved by the governing body.

### **FINANCIAL IMPLICATIONS:**

Limited. Use of HOT Funds are restricted and could not be otherwise used by the City for general fund purposes.

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

This discussion seeks direction from Council regarding Lowen's requested amendment to the agreement to rebate administrative expenses directly related to activities authorized under Sec. 351.101(a)(3).

### **ATTACHMENTS:**

Lowen Agreement

**HOTEL OCCUPANCY TAX GRANT AND  
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Hotel Occupancy Tax Grant and Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Carrollton, Texas (the “City”), and Lowen Holdings, Ltd., a Texas limited partnership (“Company”), acting by and through their respective authorized officers and representatives.

**WITNESSETH:**

**WHEREAS**, Company is engaged in the hospitality business and intends to develop up to three (3) select service business class hotels and one (1) conference/meeting space located on three (3) parcels of land totaling approximately 12.50 acres (the “Property”), as further described in Exhibit “A”; and

**WHEREAS**, Company will develop the first two (2) hotels on two (2) parcels (Parcels A and B) of the Property previously acquired from the City with the third hotel to be developed on one (1) parcel (Parcel D), which has not been acquired from the City; and

**WHEREAS**, Company will develop one (1) conference/meeting space on one (1) parcel (Parcel A) in connection with the development of the first hotel on the Property, as described below; and

**WHEREAS**, the City and Company entered into an agreement on September 7, 2010, (the “Original Agreement”) providing for a program of grants to promote economic development and stimulate business and commercial activity within the City; and

**WHEREAS**, the City and Company entered into a Contract for the Sale and Purchase of Real Property on February 15, 2011 (the “Purchase Agreement”), which provided for certain terms and conditions for the sale by the City and the purchase by the Company of the Property, which is attached hereto as Exhibit “B”; and

**WHEREAS**, the City and Company closed on the sale of Parcels A and B under the terms and conditions of the Purchase Agreement on July 11, 2011; and

**WHEREAS**, under the terms of the Purchase Agreement Company retains an option to purchase Parcel D until the dates Company set forth in the Purchase Agreement; and

**WHEREAS**, the Original Agreement has expired by its own terms; and

**WHEREAS**, City currently levies a local hotel occupancy tax pursuant to Chapter 351, Texas Tax Code (the “Hotel Occupancy Tax” or “HOT”); and

**WHEREAS**, the Company shall develop and occupy up to three (3) hotels and one (1) meeting/conference space on the Property which shall consist of guest rooms and meeting/conference space (including pre-function space), including various related meeting

rooms, recreational facilities, and other ancillary facilities (collectively, the "Hotel"), which Hotel will, when operating, be subject to the Hotel Occupancy Tax; and

**WHEREAS**, the Company shall offer services to market the Hotel in the city of Carrollton, Texas ("Carrollton"), and the surrounding area (collectively, the "Carrollton Area"), including promoting travel to Carrollton by residents outside of Carrollton for leisure, business, conventions and similar events. In addition to assisting the City in such promotional endeavors, the Company shall also provide promotional activities for the Hotel; and

**WHEREAS**, the Company's activities are compatible with the interests of the City, and the City desires to provide an incentive for such promotional activities; and

**WHEREAS**, the City is authorized by Texas Local Government Code § 380.001, *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City is authorized to use Hotel Occupancy Tax funds for advertising to promote tourism and the convention and hotel industry pursuant to Section 351.101(a)(3) of the Texas Tax Code and for transportation of hotel tourists pursuant to Section 351.110 of the Texas Tax Code; and

**WHEREAS**, the City Council of the City of Carrollton finds that it is in best interest of the City to grant Hotel Occupancy Tax funds and economic development to the Company as an economic development incentive to use for promotional and transportation activities as set out herein.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company, intending to be legally bound, hereby covenant and agree as follows:

### **Article I Definitions**

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

"Base Year Value" shall mean the assessed value of the Taxable Property, as defined below, on the Property effective January 1, 2014.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or

floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company's operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

"Grant Year" shall mean, for purposes of the Hotel Occupancy Tax grant, a period beginning January 1 and ending December 31, of each year for the grant period, as applicable, for each hotel.

"Property" shall include the value of land and improvements on the Property as defined by the Texas Property Tax Code.

"Taxable Property" shall include the real and personal property located on the Property subject to City of Carrollton taxes for the term of this Agreement.

"Taxable Value" shall be the same as the value of the Taxable Property as determined annually by the Dallas Central Appraisal District, or any other applicable taxing or valuation governmental authority, subject to the appeal procedures set forth in the V.T.C.A. Tax Code. Any decrease in Taxable Value after appeal is subject to recalculation of the appropriate amount of the grant from the City under this Agreement. If the City has issued the grant to the Company based on the greater value, refund of any overpayment by the City to Company of such difference shall be remitted to the City within 60 days to City after final determination of appeal

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2050 (the "Term"), unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Article IV and Article V below, the Company agrees to perform the following:

### **3.1 Occupancy and Operation.**

On or before December 31, 2014, and throughout the remainder of the Term, occupy, operate, and be open to the public, one meeting conference space and up to three (3) hotels that are operated as select service hotels and consist of the following:

- (1) The first hotel shall have a minimum of 135 guest rooms and a minimum of 20,000 gross square feet of meeting/conference space ("Conference Facilities") on Parcel A of Property. The brand will be a Marriott Courtyard, hereafter referred to as the Hotel Franchisor.
- (2) The Conference Facilities will be named "Carrollton Conference Center" subject to approval from City and the Hotel Franchisor.

(3) A building permit must be applied for and issued, and construction of the first hotel and the conference facilities must commence on or before September 15, 2014. The first hotel must obtain a Certificate of Occupancy within twenty (20) months after a building permit is issued.

(4) The second hotel, to be located on Parcel B of the Property, shall be a select service brand of the Hotel Franchisor with a minimum of 110 rooms, as allowed by current zoning. A building permit must be applied for and issued, and construction shall commence on the second hotel within twelve (12) months of the date in which a feasibility study, prepared at Company's sole expense, determines that the economic or financial viability and market study or conditions, including without limitation, available hotel rooms, then-existing, warrant the construction of such second hotel. The second hotel must obtain a Certificate of Occupancy within twenty (20) months after a building permit is issued.

(5) The Company currently has an option to purchase Parcel D, to be used for the third hotel. Should Company exercise its option, the third hotel shall be a select service hotel with 90-110 rooms. Further, a building permit must be applied for and issued, and construction of the third hotel must commence within twelve (12) months after a feasibility study, prepared at Company's sole expense, determines that the economic or financial viability and market study or conditions, including without limitation, available hotel rooms, then-existing, warrant the construction of such third hotel. The third hotel must obtain a Certificate of Occupancy within twenty (20) months after a building permit is issued.

3.2 **Performance.** Company agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, make improvements to the Property, including, but not limited to, the construction and operation of one (1) meeting/conference center complex and up to three (3) hotels, in accordance with all applicable state and local laws and regulations; and

3.3 **Improvements.** Company shall, during the term of this Agreement, make real and personal property improvements in and on the Property in the amount of \$32 million on the Conference Facilities and first two (2) hotels and, if the option is exercised on third hotel, a total of \$50 million and continuously operate, occupy, and maintain the Property and all Taxable Property in furtherance of the services incident to the Hotel; and

3.4 **Roadway.** Company shall design and construct a north/south driveway across Parcel C, to be known as the Convention Drive, in accordance with all applicable City requirements and the City and Company shall provide the other party with all necessary easements to effectuate access to and from the Property.

## Article IV Economic Development Grant

### 4.1 Grant.

(A) For the term of this Agreement, City agrees to provide the Company grants in an amount equal to 85% of the tax on the Taxable Value assessed and paid upon value of the Taxable Property for ten (10) years on each of the three (3) hotel properties, less the Base Year Value. The term of the grant for each hotel shall commence in the year in which the Taxable Value is assessed on the specific hotel after the Certificate of Occupancy is issued and will continue during the term of this Agreement as long as Company meets each of the obligations set forth in this Agreement and complies with the certification schedule and requirements set out in Section 4.2 below.

(B) The City shall reimburse Company an amount not to exceed \$85,000 for the construction costs of Convention Drive. The Company shall take all necessary actions to protect, indemnify, and name the City as an additional insured in any contract for construction work on Convention Drive. Should construction costs for Convention Drive exceed \$113,000, Company may seek pro rata reimbursement upon the sale by the City of the adjacent parcel.

### 4.2 Grant Payment Requirements and Schedule.

(A) Subject to compliance with Article III above, Company may submit itemized documents setting forth the Taxable Value of the Hotel and request grant funds in accordance with the terms of Section 4.1. Failure to comply with this Section 4.2 shall not subject the grant in Section 4.1(A) to forfeiture.

(B) City shall remit the grant funds under this Article IV to the Company within sixty (60) days of the receipt of its annual property tax payment from the Dallas Central Appraisal District, or other taxing entity.

## Article V Hotel Occupancy Tax Grant

5.1 Grant. The City agrees to provide the Company a grant to be paid from Company's Hotel Occupancy Tax remittance (the "HOT Grant Funds") beginning on the date of the issuance of the certificate of occupancy for the hotel, and payable on a quarterly basis during each year thereafter for the Term subject to the Company complying with the obligations set forth in this Article and Article VI, below, and filing of the annual certification, as set out in Section 5.3 below, to be paid as follows:

- (1) 100% for Years 1-15;
- (2) 75% for Years 16-18; and,
- (3) 50% for Years 19-20.



5.2 **Funds Maintenance.** All HOT Grant Funds provided to the Company by the City pursuant to this Agreement shall be maintained by the Company in compliance with the requirements of Chapter 351 of the Texas Tax Code, and shall be used solely for purposes of this Agreement.

5.3 **Annual Certification.** Beginning December 1, 2015, the Company must submit an annual certification on the form attached hereto as Exhibit "C" and must submit the form not later than December 1 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article VI below.

**A FAILURE TO FILE THE ANNUAL CERTIFICATION BY THE DECEMBER 1 DEADLINE SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 8.1(2) BELOW, SHALL RESULT IN THE COMPANY'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO TERMINATE, AS SET OUT BELOW.**

5.4 **Grant Payment Requirements and Schedule.**

(A) Subject to compliance with this Article, Company may submit itemized documents setting forth the HOT funds collected by Company during the previous quarter and remitted to the City. Company may request HOT Grant Funds in accordance with the terms of Section 4.2. Failure to comply with this Section 5.4 shall not subject the grant in Section 5.1 to forfeiture.

(B) City shall remit the HOT Grant Funds under this Article V to the Company within thirty (30) days of the receipt of Company's HOT payment, in compliance with Section 5.4(A).

#### **Article VI Hotel Occupancy Tax Funds**

6.1 **Use of Funds.** The Company's use of the HOT Grant Funds shall be limited to the following:

(1) Expenditure of the HOT Grant Funds shall be in conformance with (i) Section 351.101(a)(3) of the Texas Tax Code and as further amended by the legislature during the term of this Agreement, including advertising, solicitation, and marketing programs to promote tourism and the convention and hotel industry to attract tourists and convention delegates or registrants to Carrollton and/or the Hotel; and/or (ii) Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement; other hotels in or near the Carrollton Area; and tourist attractions in or near the Carrollton Area; and

(2) Expenditure of the HOT Grant Funds shall be in conformance with the Annual Budget submitted by the Company to the City pursuant to Article VII herein.

6.2 **Hotel Tax Payment.**

(A) **FAILURE BY COMPANY TO REMIT THE MINIMUM HOT PAYMENT TO THE CITY REQUIRED BY THIS ARTICLE VI, 6.3 SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 8.1(2) BELOW, SHALL RESULT IN THE COMPANY'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO TERMINATE, AS SET OUT BELOW.**

(B) The Company shall timely remit all money owed to the City pursuant to the Company's responsibility to collect and make HOT payments as required by the City of Carrollton Code of Ordinances and as further amended by the City during the Term. The Company shall not become delinquent in its HOT payments to the City. **FAILURE BY COMPANY TO TIMELY MAKE HOT PAYMENTS TO THE CITY AS REQUIRED BY THIS ARTICLE VI SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 8.1(2) BELOW, SHALL RESULT IN THE COMPANY'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO TERMINATE, AS SET OUT BELOW.**

**Article VII HOT Annual Plan and Budget**

7.1 **Preparation of Proposed Annual Plan and Budget.** On an annual basis, no later than December 1, the Company shall prepare and submit to the City a proposed Annual Plan and Budget itemizing the use of HOT Grant Funds for the forthcoming January 1<sup>st</sup> until December 31<sup>st</sup> period (the "Grant Year"), prior to HOT Grant Funds being distributed. The proposed Annual Plan and Budget shall be submitted to the City immediately prior to commencement of each Grant Year, with the initial proposed Annual Plan and Budget submitted on or before December 1, 2015, for the forthcoming Grant Year beginning on January 1, 2016, until December 31, 2016, and on December 1 of each year thereafter during the Term. The proposed Annual Plan and Budget shall include, at a minimum, a line item budget detailing the use of the HOT Grant Funds for the upcoming Grant Year, the amount of expenditure for each item and a description of the item indicating how it complies with the requirements in Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement. **FAILURE TO SUBMIT THE PROPOSED ANNUAL PLAN AND BUDGET BY THE DECEMBER 1 DEADLINE SHALL BE AN EVENT OF DEFAULT AND, IF NOT CURED AS SET FORTH IN SECTION 8.1(2) BELOW, SHALL RESULT IN THE COMPANY'S FORFEITURE OF ANY UNPAID HOT GRANT FUNDS AND INVOKE THE CITY'S RIGHT TO TERMINATE, AS SET OUT BELOW.**

7.2 **Annual Plan and Budget.** The Company shall submit an Annual Plan and Budget to the City Manager or his designee prior to disbursement of HOT Grant Funds for the upcoming Grant Year. The City shall have the right to request reasonable modifications to the Annual Plan and Budget.

7.3 **Alternatives.** The Company may submit one or more alternative programs in the overall Annual Plan and Budget for a particular Grant Year, so long as all applicable alternatives are in conformance with the authorized uses pursuant to Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the term of this Agreement.

7.4 **Effect of Submission.** Submission to the City of the Annual Plan and Budget does not alleviate the Company's responsibility to spend the HOT Grant Funds within the limitations of Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the Term of this Agreement. The Company acknowledges that, pursuant to the terms of this Agreement and Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the Term of this Agreement, the Company has a fiduciary duty to the City with respect to its handling and use of the HOT Grant Funds provided to the Company under this Agreement.

7.5 **Permitted Limited Reallocations.** The City recognizes that the tourism and hotel industry is a dynamic one, and that prudence dictates that the Company retain the ability to make certain minimal adjustments from time to time within the confines of the Annual Plan and Budget. Accordingly, the City agrees that the Company may, in its professional judgment and mindful of its fiduciary responsibility to the City: (i) reduce expenditures below the level approved in the Annual Plan and Budget for all or any particular categories as the Company deems appropriate subject to Section 7.7 below, (ii) reallocate an amount in any category in the Annual Plan and Budget to another category, so as to allow a reasonable shift in emphasis as the Grant Year develops, and (iii) allocate any amount included in an "alternative" category in the Annual Plan and Budget to any other approved category. However, the Company acknowledges and agrees that HOT Grant Funds may not be allocated or used for any activity or program that is not within the permitted activities of Section 351.101(a)(3) and Section 351.110 of the Texas Tax Code and as further amended by the legislature during the Term of this Agreement. The Company shall notify the City in writing of any material changes made to the Annual Plan and Budget pursuant to this Section 7.5 within thirty (30) days of making a change.

7.6 **Annual Plan and Budget Amendments.** Should the provisions of Section 7.5 above be determined by the Company to provide insufficient flexibility to address applicable facts and circumstances as they develop during a Grant Year, the Company may, at any time, submit to the City an amendment to the Annual Plan and Budget for the Grant Year in question. No such amendment shall be effective until received by the City Manager.

7.7 **Unexpended and Unencumbered Funds.** Unexpended and unencumbered HOT Grant Funds that remain with the Company after December 31 of each Grant Year will revert to the City and the Company must return said HOT Grant Funds to the City on or before January 31 of the immediately following year. Encumbered HOT Grant Funds are those funds which the Company has received and obligated for payment by written agreement or contract to expend on approved projects listed in the Annual Plan and Budget. Requests to encumber HOT Grant Funds for projects, as approved in the Annual Plan and Budget completed after December 31 of a Grant Year, shall be submitted to the City for review and approval by December 1 of that same Grant Year. If approved by the City, the encumbered HOT Grant Fund expenditure for specific projects must be completed by December 31 of the year of the request and authorization for

encumbrance. An additional annual compliance certification, in accordance with the form set forth in Section 5.3 herein, must be submitted to the City no later than April 30 in the year immediately following the year of the authorized encumbrance. HOT Grant Funds may only be encumbered for projects that have commenced prior to December 1 of the Grant Year for which the HOT Grant Funds were issued.

### **Article VIII Default; Termination**

8.1 **Events of Termination.** This Agreement terminates upon any one or more of the following:

- (1) By expiration of the Term and where no defaults have occurred; or
- (2) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

8.2 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

8.3 **Refund/Default.**

(A) Subject to an Event of Force Majeure, if the Company fails to occupy the Property at any time during the term of the Agreement, Company shall refund to the City an amount equal to the total grant money paid to Company by City for Taxable Property pursuant to Section 4.1(A) and (B) above. A failure to make the refund payment promptly upon notification of such refund becoming due shall constitute an event of default.

(B) If the Company defaults under any provision of this Agreement, and fails to remedy such default within ten (10) days of the date of written notice of such default, the City will not make a grant to Company under Articles IV or V, for the calendar year during which the default occurred or any years thereafter, but there shall be no recapture of grants that were issued to Company in prior years.

(C) If City defaults under the provisions of Article V, Company shall be entitled to a credit of the HOT Grant Funds on future HOT due to the City, if the provisions of Section 5.4 are complied with.

8.4 **Cross-Default**. In the event that one or more of the hotels or the Conference Facilities are now or hereafter owned by separate persons or entities, any of the events of default described in this Article VIII will be applied individually and independently to each such person or entity, as applicable, and will not be a “cross default” of the separate, unrelated person or entity, which would otherwise qualify as an assigned under Article X of this Agreement. Such default shall only apply to the defaulting party and not to the other portions or owners of the Property merely by reason of such persons or entities owning the other hotel(s) or Conference Facilities on the Property, and all non-defaulting persons or entities shall continue to be bound by the obligations set forth in this Agreement.

### **Article IX Retention and Accessibility of Records**

9.1 **Records**. Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

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

9.2 **Accessibility**. Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the “Records”) upon receipt of ten (10) business days written notice from the City. The City’s access to Company’s books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City’s access to Company’s Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Full-Time Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 8.1 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters

including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

### **Article X Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned or controlled affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

### **Article XI Miscellaneous**

11.1 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

11.2 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

11.3 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

11.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:  
City of Carrollton, Texas  
Attention: City Manager  
P.O. Box 110535  
Carrollton, TX 75011

With a copy to:  
City of Carrollton, Texas  
Attention: City Attorney  
P.O. Box 110535  
Carrollton, TX 75011

If intended for the Company:  
Lowen Holdings, Ltd.  
Sanjay Naik, Manager  
5605 N. MacArthur Boulevard, Suite 850  
Irving, Texas 75038

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

11.6 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Dallas County, Texas.

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

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

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

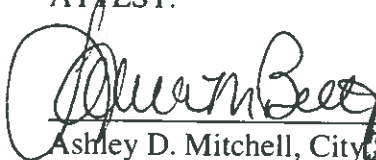
11.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

11.11 **Compliance.** Under Chapter 2264 of the Texas Local Government Code, Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the City, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the grant from the City with interest, at the rate of 5% according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation. City may exercise all rights to enforce this recovery as allowed by Subchapter C of Chapter 2264 or any other laws.

11.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

  
Ashley D. Mitchell, City Secretary




CITY OF CARROLLTON, TEXAS

  
Leonard Martin, City Manager

APPROVED AS TO FORM:


  
Meredith Ladd, City Attorney

APPROVED AS TO CONTENT:

  
Thomas Latchem, Director  
Economic Development

COMPANY

LOWEN HOLDINGS, LTD., a Texas limited  
Partnership

By:   
Name: Sanjay Naik  
Title: Manager





STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

BEFORE ME, the undersigned authority, on this day personally appeared Sanjay Naik, Manager, Lowen Holdings, LTD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of JUNE, 2014.

(seal)



*Vicki Gomez*

## ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

a. I hereby certify that Lowen Holdings, Ltd., is in compliance with each applicable term as set forth in the Agreement and has received grant payments in accordance with the terms and conditions set out forth in Articles IV and V.

b. I hereby certify that Lowen Holdings, Ltd., is not in compliance with each applicable term as set forth in the Agreement and has received grant payments.

ATTEST:

LOWEN HOLDINGS, LTD, a Texas  
limited liability company

By: \_\_\_\_\_  
Name: Sanjay Naik  
Title: Manager  
Date

NOTE: This form is due by December 1 of each year as set forth in the Agreement, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:  
City of Carrollton  
Economic Development Department  
P.O. Box 110535  
Carrollton, Texas 75011-0535



# City of Carrollton

## Agenda Memo

File Number: 2623

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 6.

**CC MEETING: May 3, 2016**

**DATE:** April 27, 2016

**TO:** Leonard Martin, City Manager

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

Discuss **Freese And Nichols Proposal To Complete A Preliminary Master Plan And Golf Course Relocation Study For Indian Creek Golf Course And TC Rice Property.**

### **BACKGROUND:**

Due to the flooding at Indian Creek Golf Course (ICGC), the City utilized Freese and Nichols for an evaluation of the land at ICGC in order to determine further options and to consider the best and highest use of the land. FNI's planners, landscape architects, and stormwater engineers evaluated the property, assessed the floodplain areas, and identified scenarios to best position the property in regards to public and private land uses, golf course, and park uses.

After the completion of the study, the City Council requested that staff obtain a proposal from FNI to do a preliminary master plan and golf course relocation study for Indian Creek Golf Course and the TC Rice property to further explore the feasibility of access to TC Rice and the addition of some amenities. The original proposal was \$84,872 and the City Council requested a limited scoped and reduced cost proposal.

The revised scope of work includes professional planning and landscape architectural services. FNI will be joined by the sub-consultant firms of CE Golf Design for the Golf Course Relocation Study and PROS Consulting for the market analysis, operational and financial strategies and lifecycle cost estimation. In addition to the 36 hole configuration of the golf course, the Consultant will evaluate the feasibility of additional parking, access to TC Rice, recreational activities for the 25 acre pond, connections to the City of Lewisville's park and trails, possibility of connection to the City of Irving Champion Trail, and other recreational activities that may accompany the existing 36 hole golf course.

The revised scope eliminates the study of the existing driving range and exploration of design concepts for the facility. It also eliminates the branding and marketing component, in which PROS consulting was going to provide a strategic approach to rebrand the regional park and provide guidelines for the development of a marketing plan.

FNI will prepare to present the Final Master Plan, the Final Golf Course Relocation Options and

rough-order of magnitude costs for development to the City Council. The revised proposal was submitted for \$65,076 and would take approximately five months to complete.



# City of Carrollton

## Agenda Memo

File Number: 2631

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 7.

**CC MEETING: May 3, 2016**

**DATE:** April 27, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Ashley D. Mitchell, Administrative Services Director

Discuss **Possible City Of Carrollton Veterans' Memorial.**





# City of Carrollton

## Agenda Memo

File Number: 2606

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Presentations

**In Control:** City Council

**File Type:** Presentation

**Agenda Number:** 9.

**CC MEETING: May 3, 2016**

**DATE:** April 21, 2016

**TO:** Leonard Martin, City Manager

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

Present A **Proclamation Declaring May 15 Through May 21, 2016 As National Police Week And May 15, 2016 As Peace Officers' Memorial Day.**

### **BACKGROUND:**

In 1962, President John F. Kennedy signed Public Law 87-726 designating May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week. The law was amended by the Violent Crime Control and Law Enforcement Act of 1964, Public Law 103-322, signed by President Bill Clinton, directing that the flag of the United States be displayed at half-staff on all government buildings on May 15th of each year. While the actual dates change from year to year, National Police Week is always the calendar week beginning on Sunday which includes May 15th.

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

Staff recommends that the Mayor and City Council declare May 15 through May 21, 2016 as National Police Week and May 15, 2016, as Peace Officer's Memorial Day in the City of Carrollton.

**WHEREAS**, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

**WHEREAS**, the members of the Carrollton Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Carrollton; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the Carrollton Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

**NOW, THEREFORE**, I, Matthew Marchant, call upon all citizens of Carrollton and upon all patriotic, civil and educational organizations to observe the week of May 15<sup>th</sup>-21<sup>st</sup>, 2016, as **National Police Week** with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I call upon all citizens of Carrollton to observe Sunday, May 15, 2016, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Carrollton, Texas to be affixed this 3rd day of May, 2016.

---

Matthew Marchant, Mayor





# City of Carrollton

## Agenda Memo File Number: 2625

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** \*11.

**CC MEETING: May 3, 2016**

**DATE:** April 27, 2016

**TO:** Leonard Martin, City Manager

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

Consider Approval Of The April 19, 2016 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL  
REGULAR WORKSESSION AND MEETING  
APRIL 19, 2016**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, April 19, 2016 at 5:30 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.

**5:30 P.M. – COUNCIL BRIEFING ROOM**

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

Mayor Marchant called the meeting to order at 5:32 p.m.

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

Mayor Marchant read an email received from Paul Kramer thanking the Council for the implementation of the train Quiet Zones and expressed his appreciation to the staff for their work.

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

**4. Present an Overview and Status of The Trial Deployment Of The Carrollton Police Department Bicycle Unit.**

Police Chief Rex Redden introduced Cmdr Andy Horn who provided the overview. Cmdr Horn provided a review of the two-man Bicycle Unit program comparing numbers from November 2015 through March 2016 with the same time frame the previous year. He also provided information regarding events and interaction by the Unit such as Santa Dash 5K.

Councilmember Babick spoke strongly in favor about the good use and continued use of funds allocated to the program specifically in the Old Downtown area.

Councilmember Garza asked about the schedule and Cmdr Horn stated the Unit works four 10-hour shifts – Wednesday through Saturday – from 2:00 pm – midnight and the schedule is altered as necessary.

Cmdr Horn noted the results of the Community Response Survey:

- 92% believe crime has reduced
- 67% are more inclined to contact Police
- 92% believe homeless population down
- 92% believe their biggest concerns of traffic & homelessness have been reduced
- Most common comment: “more officers”

Chief Redden stated that crime actually moved away from the Old Downtown area due to the bicycle patrol unit. City Manager Leonard Martin stated that decision points will be in the next budget for the Council to consider funding the program.

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

Mayor Marchant recessed the Worksession at 6:08 p.m. to convene the Regular Meeting.

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

Mayor Marchant called the Regular Meeting to order at 6:17 pm.

**INVOCATION – Mayor Pro Tem Anthony Wilder**

**PLEDGE OF ALLEGIANCE – Carrollton Boy Scouts**

**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.

Mike Sanborn, 2609 Rolling Meadow, Carrollton, Member of the Board of Directors of the Children’s Advocacy Center in Denton County, shared information about the work of the Children’s Advocacy Center and thanked the City for its ongoing support.

**CONSENT AGENDA**

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

**Councilmember Blanscet moved approval of Consent Agenda Items 12-21 noting that Item 21 has an amended Resolution presented in the Worksession; second by Councilmember Babick and the motion was approved with a unanimous 7-0 vote.**

**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 No. 4 For A Mill And Overlay Of The 3200 Through 3600 Blocks Of Cemetery Hill Road, The 1800 Through 1900 Blocks Of Homer Street And The 1800 Block Of Norris Street In An Amount Not To Exceed \$198,646.72.**

**\*18. Consider A Resolution Authorizing The City Manager To Execute A Project Specific Agreement With Dallas County Road And Bridge District No. 4 For A Mill And Overlay Of The 1000 Through 1800 Blocks Of Cemetery Hill Road, The 1800 Through 1900 Blocks Of Homer Street And The 1800 Block 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 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.**

Mayor Marchant adjourned the Regular Meeting at 6:49 pm to convene in Executive Session.

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

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

3. Council reconvened in **open session at 7:18 pm** to consider action, if any, on matters discussed in the Executive Session. No action taken.

**ADJOURNMENT**

Mayor Marchant adjourned the meeting at 7:18 p.m.

**ATTEST:**

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Laurie Garber, City Secretary

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Matthew Marchant, Mayor





# City of Carrollton

## Agenda Memo File Number: 2614

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Bid/Purchases

**Agenda Number:** \*12.

**CC MEETING: May 3, 2016**

**DATE:** April 25, 2016

**TO:** Leonard Martin, City Manager

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

Consider Approval Of The Purchase Of One (1) Mini Excavator Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$53,300.00.

**BACKGROUND:**

Fleet Services is requesting the purchase of one (1) mini excavator through our member agreement with BuyBoard. The FY16 budget included the addition of this mini excavator. Unit will be utilized in areas where the larger excavators cannot be used. It will perform multiple jobs to include; street, water pipe, sidewalk, and storm drain repairs.

The proposed unit is available from one vendor under two purchasing cooperatives, BuyBoard and National IPA. Staff recommends moving forward with purchase using BuyBoard via Holt Cat. This cooperative entity meets all state of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

Holt Cat (BuyBoard) \$53,300.00  
Holt Cat (National IPA) \$55,825.00

**FINANCIAL IMPLICATIONS:**

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

ACCOUNT UNIT	ACCOUNT	BUDGET
Streets	Mobile Equipment	\$53,300.00

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends approval to purchase a Mini Excavator from Holt Cat in the amount of \$53,300.00, using our existing agreement with BuyBoard.







# City of Carrollton

## Agenda Memo File Number: 2615

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Bid/Purchases

**Agenda Number:** \*13.

**CC MEETING: May 3, 2016**

**DATE:** April 14, 2016

**TO:** Leonard Martin, City Manager

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

Consider Approval Of The Purchase Of Two Electronic Double-Face Messaging Centers From Identity Management Consultants LLC Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$61,705.11.

**BACKGROUND:**

Hebron and Josey and Josey Ranch Lake Libraries are scheduled for replacement of their electronic messaging centers. Both centers are non-functioning, obsolete, and parts are no longer available. The proposed message centers are the same size as the current, will operate using wireless technology, and utilize red LEDs. Message creation will be limited to select library employees. The centers come with a 5 year parts and labor warranty with the vendor located in Grapevine, Texas. Software and web based training are also included.

For competitive purposes, three quotes were obtained from a cooperative the City belongs to. Staff recommends this purchase through our member agreement with BuyBoard. This cooperative entity meets all state of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process. Quotes are as follows:

- Identity Management Consultants LLC (BuyBoard): \$57,705.11
- National Signs (BuyBoard): \$62,000.00
- Stewart Signs (BuyBoard): \$65,950.00

**FINANCIAL IMPLICATIONS:**

The Message Centers will be purchased from budgeted funds for the accounting unit and amounts as listed below.

ACCOUNT UNIT	ACCOUNT	BUDGET AMOUNT
Facility Services	Special Projects	\$61,705.11

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends approval of the Hebron and Josey and Josey Ranch Lake Library Message Center replacements from Identity Management Consultants LLC through an inter-local agreement with BuyBoard in an amount not to exceed \$61,705.11. This amount includes a contingency fee of \$4,000 added to the bidder's response for unforeseen expenses as work progresses, and is requested by the Carrollton Facilities Department.



# City of Carrollton

## Agenda Memo File Number: 2620

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Bid/Purchases

**Agenda Number:** \*14.

**CC MEETING: May 3, 2016**

**DATE:** April 27, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Vince Priolo, Purchasing Manager

Consider Approval Of Request For Proposal #16-019 For Thomas Park Baseball Field Renovations From Northstar Construction In An Amount To Not Exceed \$ 464,749.00.

**BACKGROUND:**

As part of the 2013 bond election, funds were approved to replace the restroom/concession building next to the baseball fields at Thomas Park. Staff proposed to council that the remaining funds be used to improve other areas of the baseball complex as the facility had received low grades during a report card project conducted by the Parks and Recreation Department. Council approved the use of the funds to make improvements to shade, seating, sidewalks, fencing the parking lot and other amenities necessary for the baseball complex. LanArc Design, Inc. was contracted to complete architectural and design services for the renovation of Thomas Baseball Complex.

Bids were advertised and received in which three vendors responded.

**FINANCIAL IMPLICATIONS:**

The construction services on Bid #16-019 will be purchased from budgeted funds for the cost centers and amounts as listed below:

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Capital Account	Thomas Athletic Complex	\$ 464,749.00

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that the best value bid meeting all specifications be awarded to Northstar Construction for an amount not to exceed \$464,749.00. Included in this amount is a \$20,000 contingency and the alternate for a brick veneer backstop. The contingency amount will only be spent if necessary.

**RFP# 16-019 THOMAS PARK FIELD RENOVATIONS**

	<b>RLM Earthco</b>	<b>Northstar Construction</b>	<b>North Rock Construction</b>
BASE BID	\$ 532,828.54	\$ 459,949.00	\$ 492,358.54
TOTAL MATERIALS	\$ 170,699.00	\$ 171,250.00	\$ 205,000.00
LABOR, SUPERVISION & MATERIALS NOT INCLUDED	\$ 362,129.54	\$ 288,698.50	\$ 282,358.54
ALTERNATES IF ANY			
Brick veneer backstop	\$ 3,500.00	\$ 4,800.00	\$ 5,039.58
Materials for above	\$ 1,200.00	\$ 1,645.00	\$ 2,000.00
Labor for above	\$ 2,300.00	\$ 3,155.00	\$ 3,039.58



# City of Carrollton

## Agenda Memo

File Number: 2611

Agenda Date: 5/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:  
Contracts/Agreements

Agenda Number: \*15.

**CC MEETING: May 3, 2016**

**DATE:** April 25, 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 Jim Bowman Construction Company For The Kelly Boulevard Pavement Replacement Project Between Country Club Drive And Keller Springs Road In An Amount Not To Exceed \$949,310.05.

### **BACKGROUND:**

City Council authorized funding for the replacement of Kelly Boulevard in front of Ted Polk Middle School last winter, including replacement of other deficient street panels on Kelly Boulevard between Country Club Drive and Keller Springs Road. This project also includes the replacement of sidewalks on Broadway adjacent to Cane Rosso and the construction of a right turn lane at the Rosemeade Recreation Center/Rosemeade Parkway intersection.

The project involves the removal and replacement of existing pavement and the construction of a new turn lane. Therefore, environmental impacts should be minimal. Three trees will be transplanted for the right turn lane, and no wildlife will be affected by the construction.

Reconstruction of the pavement in front of Ted Polk Middle School will start on June 6, 2016 when school is out for the summer, and will finish by August 19, before school begins. The Middle School principal has been notified as there will be summer school classes during the summer. Traffic will be reduced to one lane in each direction during this portion of the work. The remaining pavement replacement on Kelly Boulevard must be completed by September 16. The project will also construct a left turn lane into Honors Club Drive. The Rosemeade Rec Center right turn lane must be completed by August 19. The Broadway sidewalk must be completed by October 14. The total project duration for the three parts is 130 days. Traffic will be limited to one lane in each direction adjacent to Ted Polk Middle School during the summer construction. Project signs will be placed at either end of Kelly Boulevard while it is under construction. The project has been placed on the monthly Construction Update and is included in the City's web site.

### **FINANCIAL IMPLICATIONS:**

Five (5) bids were received on April 21, 2016. Bids ranged from a low of \$949,310.05 submitted by Jim Bowman Construction Company to a high of \$1,268,499.25. Bowman has

completed numerous projects in Carrollton with satisfactory results, and most recently completed the Perry Sidewalk and Two Worlds Phase 2 projects. They appear capable of completing this project in the allocated time of 130 days. The project was estimated at \$720,000, but the bids reflect increasing construction costs in the marketplace. Funding for Kelly Boulevard and the sidewalk is available in the Streets Consolidated account while funding for the Rosemeade right turn lane is available in the Parks Consolidated account in the total amount of \$949,310.05.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will contribute to community sustainability by:

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

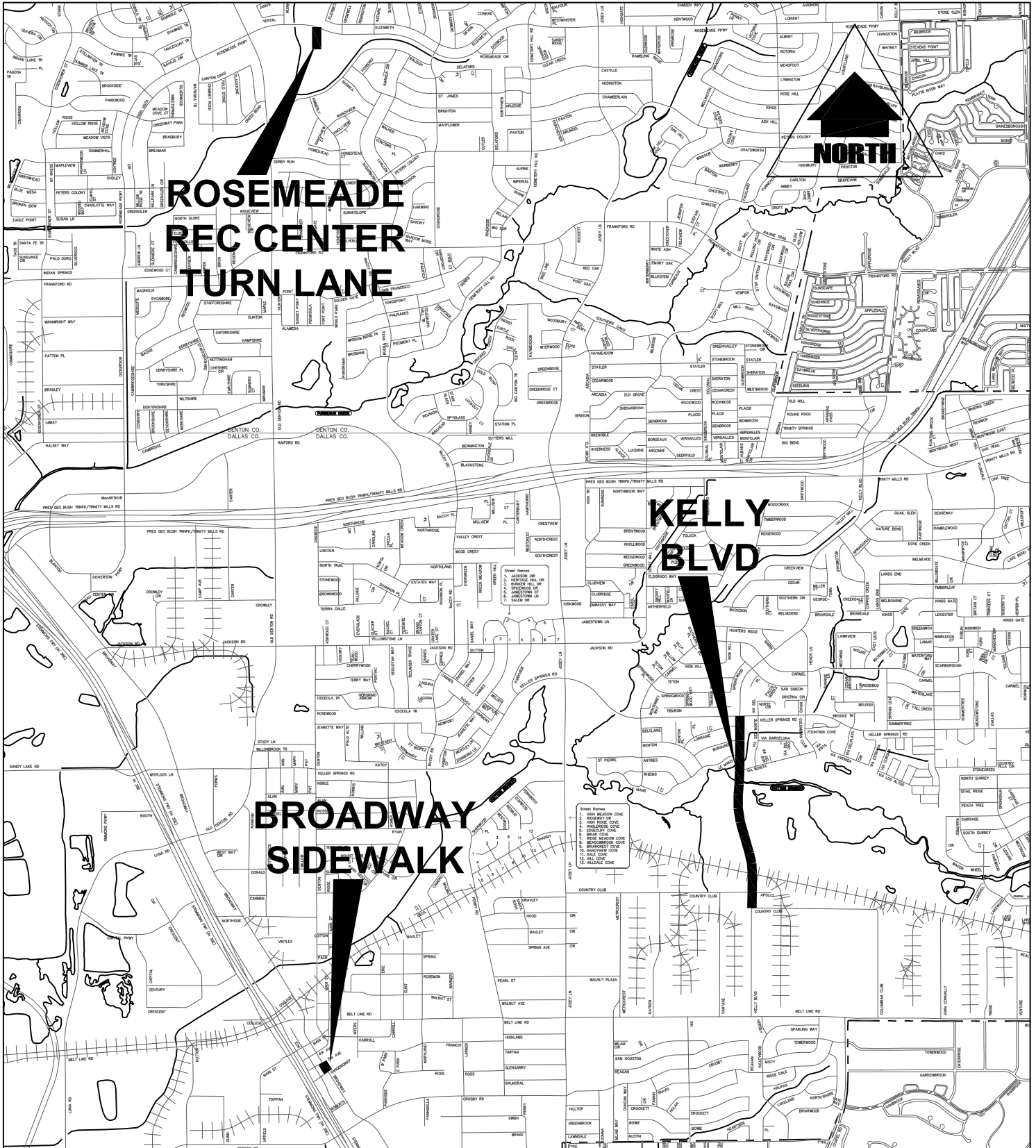
The right turn lane at Rosemeade Rec Center should improve traffic flow out of the rec center/swimming/dog park complex.

The Broadway sidewalk will continue to improve pedestrian connections in Downtown Carrollton.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to enter into a construction contract with Jim Bowman Construction Company in an amount not to exceed \$949,310.05.

ATTACHMENT A



FILENAME:KELLY BLVD PAVEMENT, ROSEMEADE REC CENTER, BROADWAY SIDEWALK.DWG



**CARROLLTON**  
TEXAS

*Where Connections Happen*

**KELLY BLVD PAVEMENT REHAB**  
**ROSEMEADE REC CENTER TURN LANE**  
**BROADWAY SIDEWALK**

SCALE:NTS    DATE: 08-16

**ENGINEERING**  
**DEPARTMENT**

ATTACHMENT B

PROJECT: Kelly Blvd. Pavement Replacement

DATE: April 21, 2016

DAYS/COMPLETE: 130

ESTIMATED COST: \$720,000.00

CONTRACTOR	BID AMOUNT
Jim Bowman Construction Co., L.P.	\$949,310.05
3D Paving and Contracting, LLC	\$1,004,521.00
Lone Star Civil Construction, Inc.	\$1,250,000.00
Pavecon Public Works	\$1,253,247.00
Tiseo Paving Company	\$1,268,499.25

Cost Breakdown for Jim Bowman Bid:

- Kelly Blvd. \$884,124.60
- Broadway Sidewalk \$ 24,037.50
- Rosemeade Turn Lane \$ 41,147.95





# City of Carrollton

## Agenda Memo

File Number: 2616

Agenda Date: 5/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:  
Contracts/Agreements

Agenda Number: \*16.

**CC MEETING: May 3, 2016**

DATE: April 26, 2016

TO: Leonard Martin, City Manager

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

Consider Authorizing The City Manager To Approve Professional Services Contract Amendment Number 2 With Walter P. Moore For Modification Of The Completed Drainage Design To Include A Drainage Vault On The IH-35E Frontage Road And Additional Costs Associated With Temporary Paving And Drainage Connections In An Amount Of \$56,430.00 For A Revised Contract Amount Of \$268,542.00.

### BACKGROUND:

In July 2014, City Council authorized the design contract for the Downtown box culverts from just east of Broadway on Vandergriff to IH-35E. This was a continuation of the drainage system installed as part of the Union Square project and replacement of an old, undersized box culvert.

Initially Staff assumed that the construction of the Vandergriff section of the box culverts would coincide with the construction of the IH-35E section with which it connects. As the construction phasing of IH-35E became clearer and more defined it became apparent that access to the Downtown area will be restricted with Belt Line Road, the IH-35E frontage road and Vandergriff construction (which impacts Elm and Broadway). By delaying the construction of the drainage structures on Vandergriff, mobility is improved in the downtown area by providing reasonable routes around the IH-35E/Belt Line construction activities.

Unfortunately, delaying of this construction requires significant modification of the current completed design as well as some possible additional costs associated with temporary paving, drainage connections and other modifications. Staff has developed a concept that minimizes temporary structures and paving, but most of the plan sheets will require significant re-work.

### FINANCIAL IMPLICATIONS:

Funding for this project was approved as part of the 2013 Bond Program as the Downtown Drainage Improvements.

### IMPACT ON COMMUNITY SUSTAINABILITY:

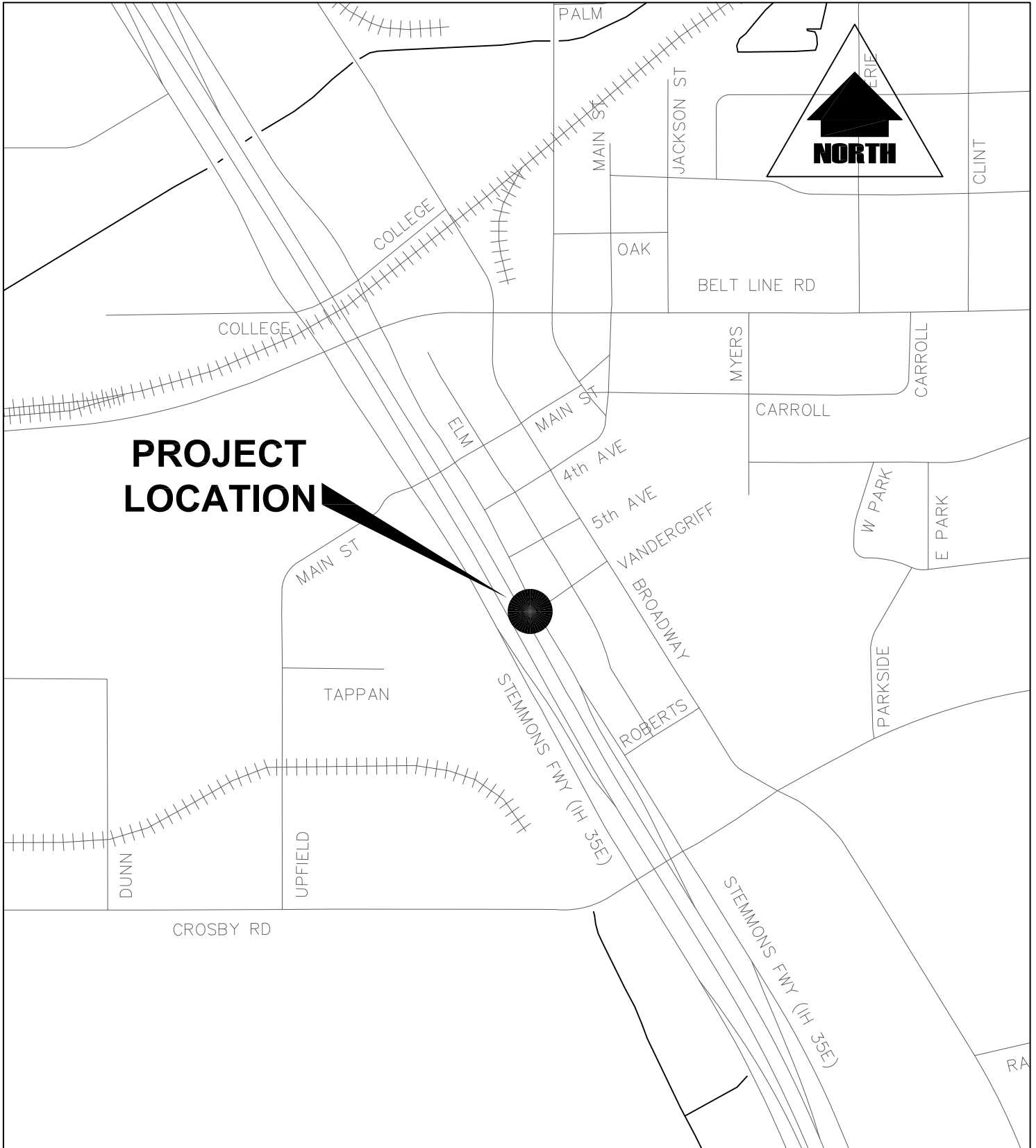
This project will contribute to community sustainability by:

- Reducing the potential for flooding in the Downtown area;
- Taking advantage of the improvements to the drainage system in Downtown provided by TxDOT through the IH-35E reconstruction.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Walter P. Moore has submitted a change order for \$56,430.00. Staff recommends City Council authorize the City Manager to approve the change order for modification of the project phasing with Walter P. Moore, thereby increasing the total design fee to \$268,542.00 from the current amount of \$212,112.00.

ATTACHMENT A



FILENAME:DOWNTOWN DRAINAGE IMPROVEMENTS CHANGE ORDER.DWG



**DOWNTOWN DRAINAGE  
IMPROVEMENTS  
CHANGE ORDER**

SCALE:NTS DATE: 04-16

**ENGINEERING  
DEPARTMENT**





# City of Carrollton

## Agenda Memo

File Number: 2613

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*17.

**CC MEETING: May 3, 2016**

**DATE:** April 26, 2016

**TO:** Leonard Martin, City Manager

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

Consider Approval Of A Professional Services Contract With Huitt Zollars For The Development Of Erosion Control Construction Plans For Indian Creek 2 (Section Of Indian Creek From Hebron Parkway To Just North Of Indian Creek Golf Course) In An Amount Not To Exceed \$174,575.00.

### **BACKGROUND:**

As part of the ongoing process of reducing erosion as outlined in the December 1992 Erosion Control Study, improvements to this creek were identified as a priority. The creek is located within a green space, but the major erosion is located on the east side, near a number of homes in the adjoining subdivision. Slopes are becoming more severe and trees along the creek channel are being undermined. This project will consist of the preparation of construction plans and securing permitting through the Corps of Engineers to construct the project.

While this floodplain is located in a large green belt, the Denton County Road and Reclamation District (DCRRD) owns a significant portion of the floodplain area. This will limit the improvements that can be made to the creek.

### **FINANCIAL IMPLICATIONS:**

Brown and Gay Engineers, Inc. was originally selected in June 2014 for this project based on their qualifications presented in a Statement of Qualifications submitted for drainage projects. However, they were unable to successfully complete the project in a timely manner. Their contract was terminated with \$158,587.95 of the total fee of \$406,093 expended. Staff returned to the list of selected drainage firms and selected Huitt Zollars, an engineering firm based in Dallas. They have proposed a fee of \$174,575.00, yielding a total design cost of \$333,162.95. Part of the reason for this savings is that the design concept has been identified, such that there is less need for investigating alternatives.

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

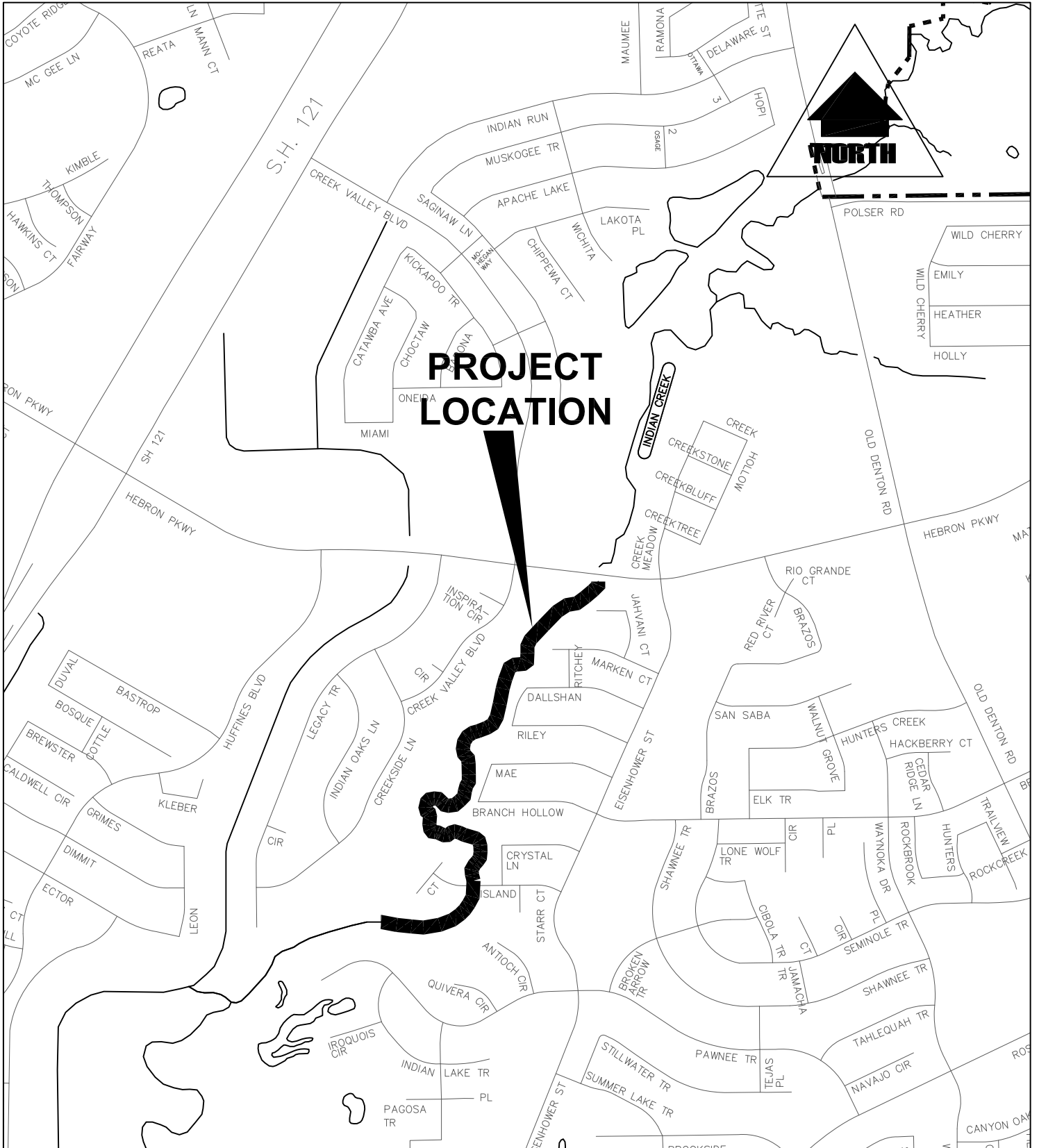
This project will contribute to community sustainability by:

- Improving water quality in the stream, thereby reducing the transfer of silt to downstream areas.
- Maintaining channel flow capacities to minimize the potential for future flooding.
- Improving protection from erosion-related problems for homes and public infrastructure along the east side of the channel.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council authorize the City Manager to enter into a contract for professional engineering services with Huitt Zollars for the development of erosion control construction plans for Indian Creek 2 in an amount not to exceed \$174,575.00.

ATTACHMENT A



**PROJECT  
LOCATION**



**CARROLLTON**  
TEXAS

*Where Connections Happen*

**INDIAN CREEK 2**

SCALE:NTS DATE: 04-16

**ENGINEERING  
DEPARTMENT**

THE STATE OF TEXAS §

COUNTY OF DALLAS §

**Professional Services Contract**  
**with Huitt-Zollars, Inc.**

THIS CONTRACT is entered into on this 5th day of April, 2016, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as "City"), acting by and through its City Manager or his designee, and Huitt-Zollars, Inc. ("hereinafter referred to as "Consultant") whose address is 1717 McKinney Ave., Suite 1400, Dallas, TX 75202.

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for the design of Indian Creek Phase II Channel Improvements

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

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

**I.**

**Employment of Consultant**

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

**II.**

**Scope of Services**

Consultant shall perform such services as are necessary to prepare plans and specifications as described in Attachment A of this agreement.



**III.**  
**Payment for Services**

Total payment for services described herein shall be a sum not to exceed One Hundred Seventy-Four Thousand, Five Hundred Seventy-Five Dollars (\$174,575.00). This total payment for services includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

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

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

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

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

**IV.**  
**Revisions of the Scope of Services**

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

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

**V.**  
**Term**

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

**VI.**  
**Contract Termination Provision**

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

**VII.**  
**Ownership of Documents**

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

**VIII.**

## Insurance Requirements

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

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

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

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

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

**IX.**  
**Right to Inspect Records**

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

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

**X.**  
**Successors and Assigns**

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

**XI.**  
**CONSULTANT's Liability**

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

**XII.**  
**INDEMNIFICATION**

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

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

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

In its sole discretion, the City shall have the right to approve counsel to be retained by Consultant in fulfilling its obligation to defend and indemnify the City.

Consultant shall retain approved counsel for the City within seven (7) business days after receiving written notice from the City that it is invoking its right to indemnification under this Contract. If Consultant does not retain counsel for the City within the required time, then the City shall have the right to retain counsel and the Consultant shall pay these attorneys' fees and expenses. The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

### **XIII.** **Independent Contractor**

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

### **XIV.** **Default**

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:
  - (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
  - (2) The total dollar amount of this Contract.

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

#### **XV. Changes**

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

#### **XVI. Conflict of Interest**

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

#### **XVII. Confidential Information**

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will

not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Carrollton, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

**XVIII.**  
**Mailing Address**

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

Michael G. McKay, P.E.  
City of Carrollton  
Post Office Box 10535  
Carrollton, Texas 75011.

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

Robert Armstrong, P.E.  
Huitt-Zollars, Inc.  
1717 McKinney Ave., Suite 1400  
Dallas, TX 75202

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

**XIX.**  
**Applicable Law**

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



**XX.**  
**Severability**

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

**XXI.**  
**Remedies**

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

**XXII.**  
**Entire Agreement**

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

**XXIII.**  
**Non-Waiver**

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

**XXIV.**  
**Headings**

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

**XXV.**  
**Venue**

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

**XXVI.**  
**No Third Party Beneficiary**

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

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

**CITY OF CARROLLTON**

By: \_\_\_\_\_  
Marc Guy  
Assistant City Manager

Date Signed: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

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

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

HUITT-ZOLLARS, INC.  
\_\_\_\_\_  
(Consultant's Name)

By: William E. Kallas  
Name: WILLIAM E. KALLAS  
Title: VICE PRESIDENT  
Date Signed: 4-5-16

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of APRIL, 2016, by William E. Kallas in his capacity as Vice President of Huitt-Zollars, Inc., a TEXAS Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of executing this document.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF April, 2016



Lisa R. Eyster  
Notary Public Dallas County, Texas  
My commission expires 3-6-20

## Attachment "A"

### *Scope of Work*

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on April 5th, 2016 between CITY and CONSULTANT providing for professional engineering services.
2. CONSULTANT shall perform the following BASIC SERVICES:
  - A. Project Management**
    1. Prepare a project work plan for project staff, describing task assignments, schedule, budget, design criteria, and quality management plan.
    2. Prepare monthly progress reports and invoices.
    3. Provide subconsultant management
    4. Provide Quality Control reviews
  - B. Data Review and Verification**
    1. Perform a field reconnaissance of the project site. HZ will photograph and document the existing conditions as necessary to verify previous Manning's 'n' value estimates and document the decisions regarding 'n' values.
    2. Review available utility line information, including sanitary sewer and water as-built plans for lines within the project area and plans/study of the DCRRD lateral weir structure.
    3. Perform a detailed review of previous hydraulic modeling and verify accuracy of the pre-project HEC-RAS model through the study reach as provided to Huitt-Zollars by the City of Carrollton. Initial review indicates that with exception of a few minor revisions, the model appears to represent existing conditions. The HEC-RAS cross-sections appear to match the topographic information that has been provided. The HEC-RAS geometry is geo-referenced and will be exported in shapefile format for use in developing a topographic workmap.
    4. Review & verify previous hydrologic modeling of 1-year event
  - C. Survey**
    1. Topographic Survey - Survey location and ground elevation of geotechnical borings.
  - D. Environmental Permitting**
    1. Alternative Project Concept Planning  
Provide professional consulting services to aid in the identification and development of project alternatives that have the ability to meet two conditions – 1.) aid in the stabilization of Indian Creek in this reach, and 2.) would be authorized by the USACE under one or more NWPs. Through preproposal meetings, there are several ideas for different project alternatives that could be viable solutions to both of these conditions. Meet with City of Carrollton to provide regulatory framework for project solutions that would utilize one or more NWPs. Once the alternatives have been reviewed by the

design team, prepare a summary of each project alternative based on a Section 404 regulatory perspective. The letter report will:

- Summarize the project alternative in relation to how it will provide a solution to the problems;
- Quantifiable impacts to waters of the United States;
- Summarize appropriate NWP(s) for the project alternative; and
- Potential regulatory challenges.

2. Pre-Application Meeting with USACE

Prepare for and conduct a pre-application meeting with the USACE to present the current design report and project alternatives to the USACE. The environmental permitting letter report from Task D.1 will be submitted to the USACE with a meeting request. The intent of the meeting is to educate the USACE about the project and obtain their support on one of the design alternatives. The desired USACE support includes a verbal agreement as to the project could be authorized under a NWP and if not, specific design changes that would garner a NWP verification. Upon the completion of this meeting, we will prepare and submit meeting minutes to all parties.

3. Project Design and Nationwide Permit Pre-Construction Notification

Once the USACE has provided initial buy-in for one or more particular design alternatives, a project alternative has been selected for final design, we will prepare a Pre-Construction Notification for the desired NWP and will submit to the USACE for processing.

Utilizing the USACE standard form for the appropriate NWP PCN submittal, we will assemble and submit the following to the USACE:

- Description of the proposed action that addresses the project constraints and channel deterioration;
- Description of the site, including a delineation of the waters of the United States (from BGE);
- Functional assessment – TxRAM version 1.0 and 2.0 of both the existing and proposed projects;
- Representative photographs; and
- Supporting illustrations;
- Alternatives analysis to the proposed action that do not impact waters of the United States;
- Description of the design alternatives (attach the environmental project alternatives report);
- Description of the project's avoidance and minimization efforts;
- Quantitative and qualitative description of the unavoidable impacts to the waters of the United States; and
- Depending upon selected project alternative, there may be some permittee responsible mitigation, in the form of minimization, which will be incorporated

into the project design. We will detail the minimization efforts for the project to aid in a NWP authorization

**E. Geotechnical Investigation**

1. Perform 4 borings to 10' below the adjacent stream channel flowline at accessible locations along the existing creek.
2. Perform 2 additional borings, 1 each near the existing sanitary sewer crossings, to a depth of 20 feet, or 2 feet into bedrock if encountered first.
3. Prepare a geotechnical report to include:
  - a. Soil boring logs with field and laboratory data
  - b. Site and boring location plan
  - c. Description of exploration and testing procedures
  - d. Description of findings
  - e. Recommended geotechnical design requirements for channel slope stability
  - f. Recommended foundation design requirements for aerial crossings

**F. Conceptual Design (30% milestone)**

1. Modify previous pre-project model based upon results of Task B to create the baseline pre-project model to be used for this project.
2. Review pre-project model hydraulic parameters and assess velocities and channel shear stress at key locations including:
  - a. The failed concrete lining near the lateral weir
  - b. Typical and extreme bend locations
  - c. Typical tangent sections, and
  - d. Utility crossing locations
3. Assess the need for, and location of, potential stream profile grade control structures.
4. Develop and assess eastern bank design alternatives based upon a review of geotechnical channel stability and channel permitting constraints. Develop typical sections for the eastern bank.
5. Establish preferred low-flow stable channel width.
6. Assess western bank and floodplain design alternatives based on geotechnical stability analysis, channel permitting constraints, and potential floodplain alteration discussions with DCRRD. Develop typical sections for the western bank and floodplain.
7. Prepare assessment of armoring necessary to stabilize eastern toe of slope using normal depth analysis of typical sections.
8. Prepare assessment of protection / armoring necessary to stabilize channel bank slopes
9. Prepare typical sections for the western bank and floodplain.
10. Prepare up to three alternative concept layout schematics.
11. Prepare a preliminary Opinion of Probable Construction Costs (OPCC) for each alternative.
12. Prepare a list of advantages and disadvantages for each alternative and make a recommendation for a preferred alternative.
13. Conduct a meeting with the City of Carrollton and IES to discuss the alternatives.
14. Revise alternatives as needed and prepare a Preliminary Engineering Report.

15. Meet with USACE permitting staff to discuss project alternatives and Nationwide 404 permitting approach.

#### **G. Preliminary Design (65% Milestone)**

1. Prepare preliminary Cover Sheet
2. Prepare preliminary alignment data sheet
3. Prepare preliminary grading plans for selected alternative
4. Prepare post-project DTM and hydraulic model for selected alternative. Modify design as necessary to achieve a zero-rise for the 100-year profile.
5. Prepare preliminary plan and profile sheets (1" = 40' horizontal)
6. Prepare preliminary channel detail sheets
7. Prepare preliminary construction access plan
8. Prepare outline of anticipated special provisions
9. Prepare preliminary sanitary sewer revision / protection details
10. Show temporary and permanent easements as needed
11. Update preliminary OPCC
12. Field check preliminary plans for accuracy and compliance
13. Submit plans (2 sets), with cross-sections, and revised OPCC for review.

#### **H. Pre-final Design (95% Milestone)**

1. Respond to all City review comments.
2. Revise typical sections, plan, and profile to accommodate review comments
3. Resolve utility conflicts
4. Revise alignment data sheet
5. Finalize special detail sheets
6. Finalize construction access plan
7. Prepare quantity sheet
8. Prepare draft special provisions
9. Field check plans for accuracy and compliance
10. Prepare a Landscape Plan and tree mitigation plan
11. Prepare SWPPP Erosion Control Sheet w/ all applicable BMP
12. Finalize cross sections
13. Prepare and submit final hydraulic report, including 2, 10, 50, 100, and 500-year flood profiles results and floodplain mapping for the 100-year, floodway, and 500-year floodplains.
14. Submit plans (2 sets) for review

#### **I. Phase IV Final Design (100% Milestone)**

1. Respond to all previous comments.
2. Finalize complete quantity summary sheet for all construction items
3. Prepare final OPCC
4. Submit 1 set of sealed final plans with cross-sections & special provisions.

3. SPECIAL SERVICES:

A. Coordination with USACE for NWP Verification

After the NWP is submitted, we will coordinate with the USACE regarding their comments and concerns. This may include slight revisions to the project design. Coordination with the USACE will be billed on a time and materials basis in accordance with the attached IES and Huitt-Zollars, Inc. rate sheets. The estimated budget for this task is \$4,400 and will not be exceeded without prior written authorization from CITY.

4. **CITY'S RESPONSIBILITY.** The CITY will provide information regarding objectives and requirements for the Project. CITY to furnish copies of existing plans, plats and property ownership information in concerned areas at no cost to the CONSULTANT.

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

- A. All of the City's plat, easement and construction plan files will be made available for use. City will provide copies at no cost. If easement information is not available within the City, the City will need to obtain that information from Dallas County.
- B. Access to all City manholes and clean-outs, access to all City right-of-way and easements. If manhole lids are bolted down the Engineer will contact the City's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
- C. If public meetings are necessary the City will take the steps required to notify the residents.
- D. Storm drainage ordinance, manuals and intensity curves.
- E. Current standard construction details.
- F. City will distribute construction documents.
- G. Obtain Right of Entry from individual property owners for surveying.

**END OF ATTACHMENT A**



Attachment "B"

**COMPENSATION**

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on April 5<sup>th</sup>, 2016 between CITY and CONSULTANT providing for professional engineering services.
2. CONSULTANT will accomplish the work outlined in the tasks presented in Exhibit "A" if this Agreement as shown below:

A. Basic Services: Compensation to Huitt-Zollars, Inc., for the Basic Services described in Exhibit "A" shall be as follows:

A.	Project Management	\$ 9,700.00 (Lump sum)
B.	Data Collection & Verification	\$ 8,600.00 (Lump sum)
C.	Surveying	\$ 1,300.00 (Lump sum)
D.	Environmental Permitting	\$ 16,275.00 (Lump sum)
E.	Geotechnical Investigation	\$ 11,900.00 (Lump Sum)
F.	Concept Design	\$ 33,800.00 (Lump Sum)
G.	Preliminary Design	\$ 33,480.00 (Lump Sum)
H.	Pre-Final Design	\$ 46,960.00 (Lump Sum)
I.	Final Design	\$ 8,160.00 (Lump Sum)

Total                    \$ 170,175.00

B. Special Services: Compensation to Huitt-Zollars, Inc., for the Special Services described in Exhibit "A" shall be as follows:

A. Coordination with USACE                    \$ 4,400.00 (Time & Materials + 5%)

Total Special Services Fee: \$ 4,400.00

If Huitt-Zollars, Inc., determines that the fee will exceed the estimate, Huitt-Zollars, Inc., will notify the OWNER for authorization to proceed.

3. The CONSULTANT'S Fee for Basic and Special Services shall provide compensation for all design work, drafting work, printing of review documents for the CITY, computations and all other work required for the design of this Project.
4. CONSULTANT will invoice the CITY for the value of partially completed services, according to the services accomplished each month on a proportional basis of the overall project.
5. All other services will be considered as additional services, performed at the request of the

CITY and billed as defined in item six (6) of this Agreement.

6. Invoices will be submitted by CONSULTANT to the CITY monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payments on account for basic services shall be made monthly within thirty (30) days of invoice. All invoices will be accompanied by a status report on all completed work. Any additional services agreed to in writing will be invoiced per the attached IES and Huitt-Zollars, Inc. rate sheets.

**END OF ATTACHMENT B**

# HUITT-ZOLIARS

## DALLAS

### 2016 HOURLY RATE SHEET

#### Engineering/Architecture

Principal-In-Charge	\$ 255.00
QA Manager	\$240.00
Sr. Project Manager	\$240.00
Project Manager	\$195.00
Sr. Civil Engineer	\$205.00
Sr. Structural Engineer	\$205.00
Sr. Mechanical Engineer	\$205.00
Sr. Electrical Engineer	\$205.00
Civil Engineer	\$160.00
Structural Engineer	\$160.00
Mechanical Engineer	\$165.00
Electrical Engineer	\$165.00
Plumbing Engineer	\$165.00
Engineer Intern	\$110.00
Sr. Landscape Architect	\$155.00
Landscape Architect	\$110.00
Landscape Architect Intern	\$ 90.00
Sr. Planner	\$180.00
Planner	\$160.00
Planner Intern	\$115.00
Sustainability Professional	\$145.00
Sr. Designer	\$150.00
Designer	\$130.00
Sr. CADD Technician	\$125.00
CADD Technician	\$ 95.00

#### Survey

Survey Manager	\$ 185.00
Sr. Project Surveyor	\$ 145.00
Project Surveyor	\$ 140.00
Field Coordinator	\$ 125.00
Sr. Survey Technician	\$ 105.00
Survey Technician	\$ 85.00

#### Survey Crews

1-Person Survey Crew	\$ 95.00
2-Person Survey Crew	\$ 140.00
3-Person Survey Crew	\$ 165.00

#### Construction

Construction Manager	\$ 190.00
Resident Engineer	\$ 150.00
Resident Project Representative	\$ 135.00

#### Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 75.00

#### Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Note: New hourly rates will become effective each February 1st to reflect cost of living salary adjustments .



**COMMERCIAL  
Personnel and Other Direct Costs Rates Sheets:**

<u>Personnel:</u>	<u>Rate:</u>
Executive	\$250.00/hr
Wetland Biologist, IV	\$151.00/hr
Wetland Biologist, III	\$110.00/hr
Wetland Biologist, II	\$95.00/hr
Wetland Biologist, I	\$65.00/hr
Permit Specialist, IV	\$151.00/hr
Permit Specialist, III	\$110.00/hr
Permit Specialist, II	\$95.00/hr
Permit Specialist, I	\$70.00/hr
Environmental Specialist, IV	\$200.00/hr
Environmental Specialist, III	\$110.00/hr
Environmental Specialist, II	\$95.00/hr
Environmental Specialist, I	\$68.00/hr
NEPA Specialist, IV	\$200.00/hr
NEPA Specialist, III	\$110.00/hr
NEPA Specialist, II	\$95.00/hr
NEPA Specialist, I	\$65.00/hr
Principal Investigator	\$85.00/hr
Project Archeologist	\$55.00/hr
Cultural Resources, Tech	\$45.00/hr
GIS Specialist, II	\$95.00/hr
GIS Specialist, I	\$55.00/hr
Technical Writer	\$60.00/hr
<u>Equipment and Other Costs:</u>	<u>Rate:</u>
Vehicle Mileage	Approved IRS rate
GPS – Geo-Explorer XT (Sub-Meter Accuracy)	\$100.00/day
ATV	\$75.00/day
Tolls	\$1.00/each
Camera, Digital	\$25.00/day

Any other costs will be billed at direct cost.

*Effective 01 April 2014*

Integrated Environmental Solutions, LLC. | 610 Elm Street, Suite 300  
McKinney, Texas 75069 | [www.intenvsol.com](http://www.intenvsol.com)

**Telephone: 972.562.7672**

**Facsimile: 972.562.7673**



# City of Carrollton

## Agenda Memo

File Number: 2628

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*18.

**CC MEETING: May 3, 2016**

**DATE:** April 27, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Cesar Molina, Director of Engineering

Consider An **Ordinance For Abandonment Of Public Right-Of-Way In The 1700 Block Of West Crosby Road And The 1500 Block Of Selene Drive To Icon Newco Pool 2, LLC.**

### **BACKGROUND:**

The City has received a request from Icon Newco Pool 2, LLC, a limited liability company, or its assigns to abandon a portion of road right-of-way west of the cul-de-sac at Selene Drive and West Crosby Road, east of the right-of-way of the President George Bush Turnpike. This right-of-way was used for West Crosby Road until PGBT was built. The partial road right-of-way to be abandoned begins in the south line of the lot located at 1700 West Crosby Road. There are no roads presently in use in the part to be abandoned. The right-of-way for West Crosby Road to be vacated has not been in use since the completion of the Turnpike.

Newco Pool 2, LLC requests that the City abandon this right-of-way so the area can be conveyed and used for future development at this site.

### **FINANCIAL IMPLICATIONS:**

The City has valued the right-of-way at \$23,637.50 and intends to donate same if City Council authorizes its abandonment to Newco Pool 2, LLC, who will pay for the recording the ordinance with the Dallas County Clerk along with any replatting requirements.

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

In accordance with the City of Carrollton's goal of enhancing and preserving the tax base through the attraction of quality employers, this action meets all criteria.

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

Staff recommends City Council adopt an ordinance authorizing the abandonment of the partial right-of-way on West Crosby Road and Selene Drive to Icon Newco Pool 2, LLC.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE ABANDONMENT OF A PORTION OF RIGHT OF WAY LOCATED ALONG WEST CROSBY ROAD AS DEPICTED ON DALLAS COUNTY DEED RECORDS INSTRUMENT NO. 200600232399; RETAINING ALL RIGHTS TO AND IN THE REMAINING PORTION OF THE ROAD RIGHT OF WAY SHOWN ON THE LUNA PARK PLACE SECOND REPLAT; AND PROVIDING AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.**

**WHEREAS**, City is the owner of right-of-way located between Lot 1, Block 3 (1700 W Crosby Rd) and Lot 3R-1, Block 2 (1504 Selene Dr.) of the Luna Park Place Addition, which is described in Exhibit A and shown on Exhibit B, both attached hereto and incorporated for all purposes, (the "Property"); and

**WHEREAS**, Section 272.001 of the Texas Local Government Code provides for the conveyance, sale or exchange of a property interest by the City to an abutting property owner;

**WHEREAS**, Section 311.007 of the Texas Transportation Code provides a home-rule municipality authority to vacate, abandon, or close a street or alley;

**WHEREAS**, the property owner, Icon Newco 2, LLC, or its assigns, has requested to have the right of way ("ROW") abandoned and is the sole owner on both sides of the ROW;

**WHEREAS**, the Property has not been utilized since the completion of the President George Bush Turnpike restricted its planned use, it is no longer needed, and should be abandoned as a public use; and

**WHEREAS**, this abandonment shall extend only to the public right of way, title and interest which the City of Carrollton, Texas may have in and to said right of way, and shall be construed to extend only to the Property and to such interest that the governing body of the City of Carrollton may legally and lawfully abandon.

**NOW THEREFORE BE IT ORDAINED BY THE 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 Ordinance as if copied in their entirety.

**SECTION 2.**

The Property is no longer needed for public use, and is hereby abandoned in its entirety.

**SECTION 3.**

The City retains all rights in the remainder of the City's right of way, including that right of way recorded in Dallas County deed records Instrument number 200600232399 that is not expressly abandoned herein, and nothing herein shall limit the City rights and use of the public right of way.

**SECTION 4.**

The City Manager is authorized to take those steps reasonable and necessary to comply with the purpose and intent of this resolution, including, through a designee, executing all necessary documents for the abandonment and conveyance of the Property in accordance with all applicable laws.

**SECTION 5.**

This Ordinance shall become effective on and after its adoption and publication.

DULY PASSED AND APPROVED this the 3rd day of May, 2016.

CITY OF CARROLLTON, TEXAS

By: \_\_\_\_\_  
Matthew Marchant, Mayor

ATTEST:

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

Approved as to form:

Approved as to content:

\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

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

CITY OF CARROLLTON, TEXAS  
WEST CROSBY ROAD  
LUNA PARK PLACE

## DESCRIPTION

BEING A 9,455 SQUARE FOOT STRIP OF LAND IN THE WILLIAM MASTERS SURVEY, ABSTRACT NO. 899, DALLAS COUNTY, TEXAS, BEING PART OF THE RIGHT OF WAY FOR WEST CROSBY ROAD AS SHOWN ON THE REPLAT OF LOTS 1, 2, AND 3, LUNA PARK PLACE, AN ADDITION TO THE CITY OF CARROLLTON AS RECORDED IN VOLUME 89041, PAGE 746 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, (DRDCT), AS SHOWN ON THE ATTACHED EXHIBIT "A", AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A STRIP OF LAND, BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE NTTA RIGHT OF WAY PARCEL 24-24 AS RECORDED IN VOLUME 2003056, PAGE 9458 DRDCT, BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF THE RIGHT OF WAY FOR WEST CROSBY ROAD, AND BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR WEST CROSBY ROAD;

The POINT OF BEGINNING is a 5/8 inch iron rod with cap found marking the southwest corner of the remainder of Lot 1, Block 3 of said Luna Park Place Replat, being on the north line of the Right of Way of West Crosby Road, and being one the east line of said NTTA Right of Way;

THENCE North 89°59'02" East, with the south line of said Lot 1, being the north line of the Right of Way for West Crosby Road, a distance of 158.62 feet to a found 5/8 inch iron rod with cap, said point being at the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a radius of 61.50 feet, through a central angle of 72°, an arc length of 77.35 feet, and having a chord which bears South 18°26'18" West, a distance of 72.35 feet to point, said point being on the south line of the curving Right of Way for West Crosby Road, and being on the north line of Lot 3R-1, Block 2, Second Replat of Luna Park Place, an addition to the City of Carrollton as recorded in County Clerks File No. 200600232399, and being at the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a radius of 30.00 feet, through a central angle of 44°34'15", an arc length of 23.34, and having a chord which bears North 67°43'50" West, a distance of 22.75 feet to a point of tangent;

THENCE South 89°59'02" West, with the south line of the Right of Way for West Crosby Road, being the north line of said Lot 3R-1, a distance of 149.61 feet to a half inch iron rod with cap found marking the northwest corner of Lot 3R-1, and being on the east line of the Right of Way for NTTA Parcel 24-24;



THENCE North 30°12'06" East, with the east line of said NTTA Right of Way, a distance of 69.43 feet to the POINT OF BEGINNING, and containing 9,455 square feet of land.

NOTE:

All bearings are based on the Texas Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone, 4202.

*John F. Wilder* *6-26-15*  
John F. Wilder, R.P.L.S. Date  
Texas Registration No. 4285,  
BW2 Engineers, Inc.



# Exhibit B

SURVEY: WILLIAM MASTERS SURVEY, ABST. NO. 899

LOCATION: CARROLLTON, DALLAS COUNTY, TEXAS

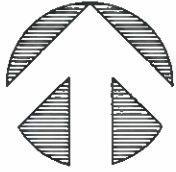
PLAT OF EXHIBIT 'A': 9,455 S.F.

CITY OF CARROLLTON, TEXAS

WEST CROSBY ROAD

LUNA PARK PLACE

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)



PART OF LOT 1, BLK. 3  
 REPLAT OF LOT 1, 2, & 3, BLOCK 3  
 LUNA PARK PLACE  
 VOL. 89041, PG. 746  
 D.R.D.C.T.

P.O.B.  
 5/8" I.R.F.  
 W/CAP

5/8" I.R.F.  
 W/CAP

1/2" I.R.F.  
 W/CAP

L1  
 WEST CROSBY ROAD  
 (60' ROW)  
 L2  
 L3

PARCEL NITTA 24-24  
 VOL. 2003056, PG. 9458  
 D.R.D.C.T.

R = 30.00 FT  
 lc = 44°34'15"  
 L = 23.34 FT  
 CH = N 67°43'50" W  
 CL = 22.75 FT

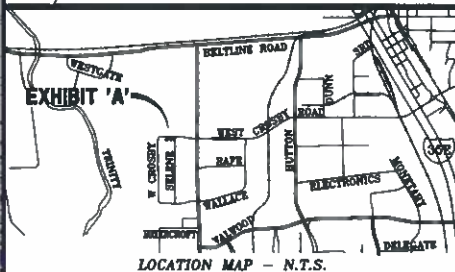
R = 61.50 FT  
 lc = 72°03'33"  
 L = 77.35 FT  
 CH = S 18°26'18" W  
 CL = 72.35 FT

LOT 3R-1, BLOCK 2  
 SECOND REPLAT OF  
 LUNA PARK PLACE  
 C.C. FILE NO. 200600232399  
 D.R.D.C.T.

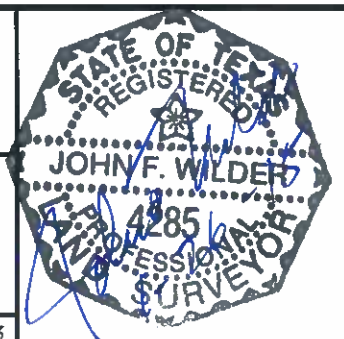
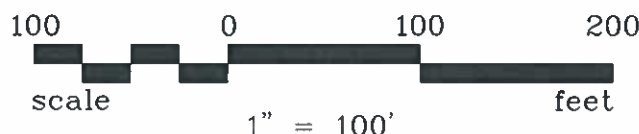
SELENE DRIVE  
 (60' ROW)

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 89°59'02" E	158.62'
L2	S 89°59'02" W	149.61'
L3	N 30°12'06" E	69.43'



BW2 ENGINEERS, INC.  
 1919 S. Shiloh Road  
 Suite 500, L.B. 27  
 Garland, Texas 75042  
 (972) 864-8200 (T) (972) 864-8220 (F)  
 Firm Registration No. F-5290



BW2 JOB NO: 14-1673

DRAWN BY: BW2

DATE: OCT. 2014

CHECKED BY: BW2

J:\14-1673\DRAWINGS\EASEMENT.DWG

PAGE 3 OF 3

CITY OF CARROLLTON, TEXAS  
WEST CROSBY ROAD  
LUNA PARK PLACE

DESCRIPTION

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NOTE:

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\_\_\_\_\_  
John F. Wilder, R.P.L.S. Date  
Texas Registration No. 4285,  
BW2 Engineers, Inc.



SURVEY: WILLIAM MASTERS SURVEY, ABST. NO. 899

LOCATION: CARROLLTON, DALLAS COUNTY, TEXAS

PLAT OF EXHIBIT 'A': 9,455 S.F.

CITY OF CARROLLTON, TEXAS

WEST CROSBY ROAD

LUNA PARK PLACE

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)



PART OF LOT 1, BLK. 3  
REPLAT OF LOT 1, 2, & 3, BLOCK 3  
LUNA PARK PLACE  
VOL. 89041, PG. 746  
D.R.D.C.T.

P.O.B.  
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W/CAP

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W/CAP

WEST CROSBY ROAD  
(60' ROW)

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PARCEL NITTA 24-24  
VOL. 2003056, PG. 9458  
D.R.D.C.T.

LOT 3R-1, BLOCK 2  
SECOND REPLAT OF  
LUNA PARK PLACE  
C.C. FILE NO. 200600232399  
D.R.D.C.T.

SELENE DRIVE  
(60' ROW)

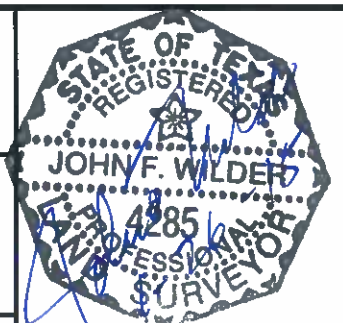
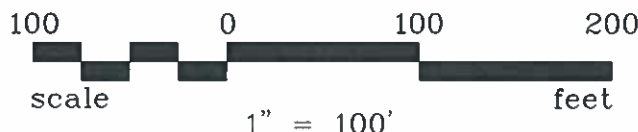
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BW2 JOB NO: 14-1673

DRAWN BY: BW2

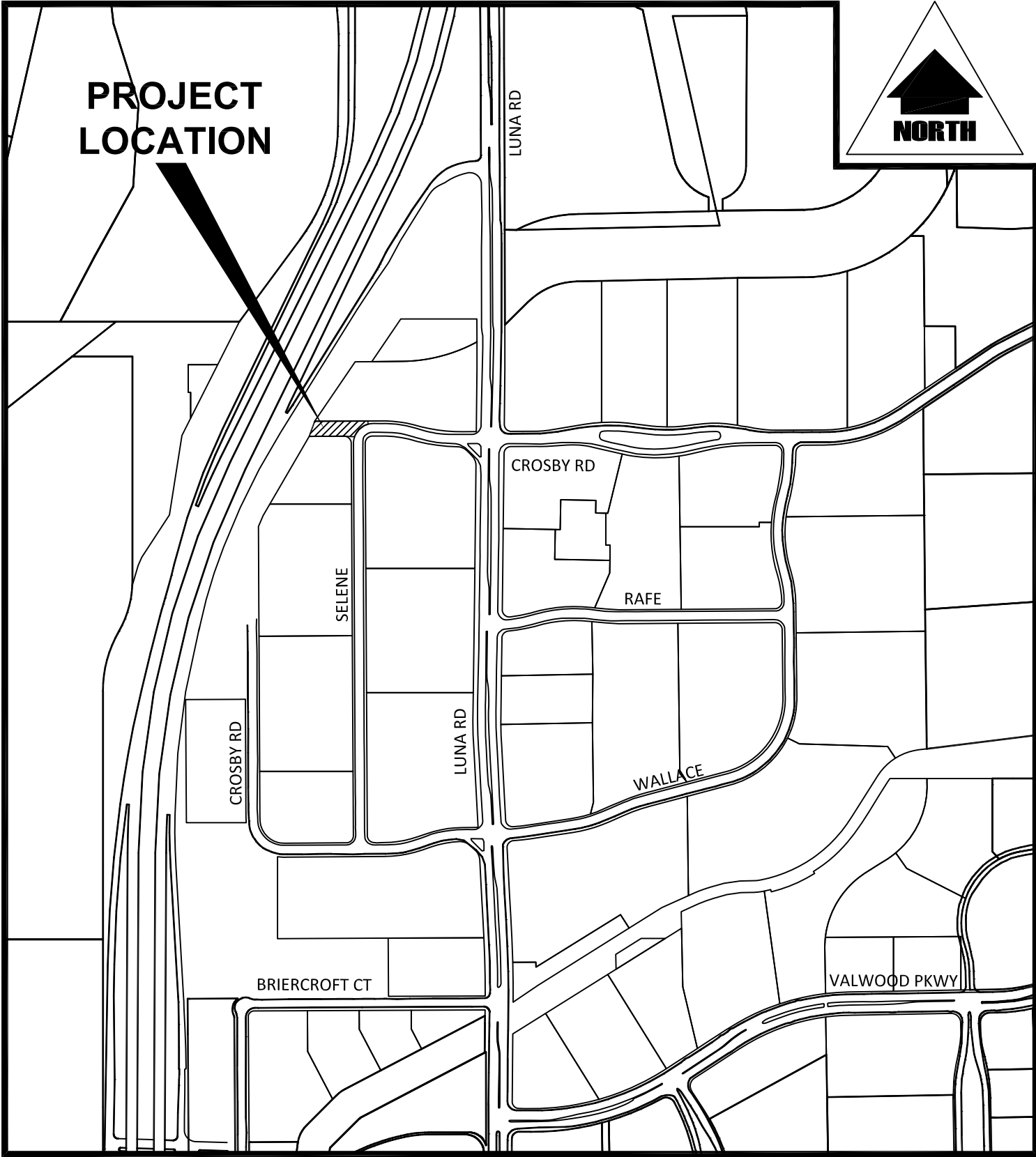
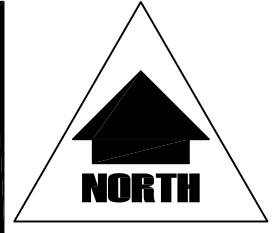
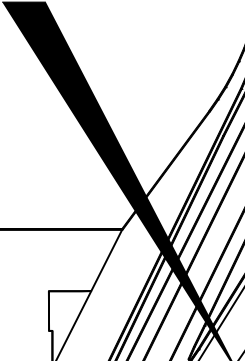
DATE: OCT. 2014

CHECKED BY: BW2

J:\14-1673\DRAWINGS\EASEMENT.DWG

PAGE 3 OF 3

**PROJECT  
LOCATION**



**CARROLLTON**  
TEXAS

*Where Connections Happen*

**1700 CROSBY ROAD**

SCALE: NTS    DATE: 01/15

**ENGINEERING  
DEPARTMENT**



# City of Carrollton

## Agenda Memo

File Number: 2605

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*19.

**CC MEETING: May 3, 2016**

**DATE:** April 20, 2016

**TO:** Leonard Martin, City Manager

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

Consider A **Resolution Appointing A Representative And An Alternate To The Trinity River Authority Central Regional Wastewater System Advisory Committee.**

**BACKGROUND:**

The City's contract with the Trinity River Authority (TRA) Central Regional Wastewater System (CRWS) requires the city council to annually appoint a representative and an alternate. Councilmember Anthony Wilder currently serves as the City's representative with Assistant City Manager/Chief Financial Officer Bob Scott serving as the alternate. Both individuals are willing to continue to serve in this capacity.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Pass the attached resolution appointing a representative and an alternate to the TRA CRWS Advisory Committee.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPOINTING A MEMBER AND AN ALTERNATE TO SERVE ON THE TRINITY RIVER AUTHORITY CENTRAL REGIONAL WASTEWATER SYSTEM ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.**

Anthony Wilder is appointed to serve on the Trinity River Authority Central Regional Wastewater System Advisory Committee and Robert Scott is appointed to serve as the alternate representative, at the pleasure of the City Council for an annual term or from the date qualified to serve until their successors are appointed and qualified to serve.

**SECTION 2.**

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

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas, this 3<sup>rd</sup> day of May, 2016.

**CITY OF CARROLLTON, TEXAS**

By: \_\_\_\_\_  
Matthew Marchant, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Robert B. Scott, Chief Financial Officer





# City of Carrollton

## Agenda Memo

File Number: 2612

---

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*20.

**CC MEETING: May 3, 2016**

**DATE:** April 25, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Robert B. Scott, CFO

Consider A **Resolution Accepting The Investment Officer's Second Quarter Report For Period Ended March 31, 2016.**

### **BACKGROUND:**

The City's Investment Policy and Chapter 2256, Government Code, the Public Funds Investment Act requires the Investment Officer to report to Council each quarter the investment transactions and strategy for the investment portfolio of the City. In compliance with this policy and fulfillment of Section 2256.023 Internal Management Reports of the "Public Funds Investment Act" each councilmember has been notified that the Second Quarter Investment Officer's Report is available on the city's website for approval at the council meeting.

### **FINANCIAL IMPLICATIONS:**

This report provides all information related to all the securities investment transactions performed by the authorized investment officers for the second quarter ended March 31, 2016.

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

None.

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

Consider a resolution accepting the Investment Officer's Second Quarter Report for period ended March 31, 2016.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, ACCEPTING THE INVESTMENT OFFICER'S QUARTERLY REPORT AND INVESTMENT STRATEGIES FOR SECOND QUARTER ENDED MARCH 31, 2016, AND APPROVING SAID REPORT AS FULFILLMENT OF CHAPTER 2256, GOVERNMENT CODE, THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1**

The City of Carrollton hereby accepts the Investment Officer's Quarterly Report for Second Quarter ended March 31, 2016 and approves said report and investment strategies as a fulfillment of Chapter 2256, Government Code, the Public Funds Investment Act.

**SECTION 2**

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

**SECTION 3**

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 3<sup>rd</sup> day of May, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert B. Scott, CFO/ACM



# City of Carrollton

## Agenda Memo

File Number: 2618

Agenda Date: 5/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: \*21.

**CC MEETING: May 3, 2016**

**DATE:** April 26, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Meredith A. Ladd, City Attorney  
Robert Scott, Assistant City Manager/CFO

Approve A **Resolution Relating To The Valuation Process Of The Homestead Exemption For Capped Properties.**

### **BACKGROUND:**

The market value of a property is defined as “the price at which a property would transfer for cash or its equivalent under prevailing market conditions.” Tex. Tax Code Ann. § 1.04(7) (West). The appraised value of a property is its value as determined by Chapter 23 of the Tax Code. Tex. Tax Code Ann. § 1.04(8). As a default, market value and appraised value are the same unless otherwise provided in Chapter 23. Tex. Tax Code Ann. § 23.01(a). Specifically, a cap is placed on the appraised value of a residence homestead, limiting the appraised value to the lesser of either the actual market value or an amount equal to 110% of the previous year’s appraised value plus the market value of new improvements to the property. Tex. Tax Code Ann. § 23.23(a). Within this context, the appraised value is always equal to or less than the market value of a residence homestead.

According to the Tax Code, “an individual is entitled to an exemption from taxation of a percentage of the appraised value of his residence homestead.” Tex. Tax Code Ann. § 11.13(n). The plain reading of the statute makes it clear that when the appraised value of a residence homestead is capped, the exemption should be calculated as a percentage of that capped value and not the market value.

The Tax Code clearly supports a calculation based upon the appraised value of a property. The residence homestead exemption should therefore be applied to the capped appraised value and not the market value of a property.

### **FINANCIAL IMPLICATIONS:**

Based on the 2016 preliminary tax roll valuations received by the City, the method used by

Denton County will result in a loss of over \$200,000 of taxes paid to the City. The loss in taxes in 2015 was about \$65,500 and in 2014 was approximately \$39,000.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Requested approval of the Resolution

**ATTACHMENTS:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE MAYOR TO REQUEST A RECALCULATION OF TAX VALUATION AND ASSESSMENT FOR HOMESTEAD PROPERTY WHERE THE VALUATION IS CAPPED; AUTHORIZING THE MAYOR TO REQUEST AN ATTORNEY GENERAL OPINION IF SUCH RECALCULATION IS NOT GRANTED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Carrollton, Texas (“City”) is located in three counties: Dallas, Denton and Collin, and each county has an independent tax assessor providing taxing services to the City; and

**WHEREAS**, the Dallas County appraisal district calculates the residential homestead exemption based on “a percentage of the appraised value of [the] residence” in compliance with Texas Tax Code Ann §11.13(n); and

**WHEREAS**, the Dallas County appraisal method is the same method used by Harris County, Bexar County, Tarrant County, and the other large counties in the state; and

**WHEREAS**, Denton and Collin County appraisal districts both use a percentage of the market value to calculate the residential homestead exemption; and

**WHEREAS**, the City has no residential properties in Collin County; and

**WHEREAS**, the method used by Denton County appraisal district results in a large exemption, and less tax assessment, for City residents located in Denton County for the same services; and

**WHEREAS**, the City Council of the City of Carrollton, Texas (“City Council”) desires to provide transparency and equality in taxable rates for all residents of the City; and

**WHEREAS**, the City Council desires for the Mayor of the City Carrollton to formally request that Denton County appraisal district provide a recalculation of the residential homestead exemption to be based upon the appraised value of the residence rather than the market value of the residence; and

**WHEREAS**, should such recalculation not be issued, the City Council desires that the Mayor request an Attorney General opinion on the appropriateness of the method used by Denton County and Collin County;

**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 of the City of Carrollton, Texas, and they are hereby approved, ratified and incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2**

The Mayor is hereby authorized to take those steps reasonable and necessary to comply with the intent of 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 3rd day of May, 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:

\_\_\_\_\_  
Robert Scott  
Assistant City Manager/CFO



# City of Carrollton

## Agenda Memo

File Number: 2619

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*22.

**CC MEETING: May 3, 2016**

**DATE:** April 26, 2016

**TO:** Leonard Martin, City Manager

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

Consider A **Resolution Declaring A Public Necessity And Authorizing Acquisition Of One Portion Of A Vacant Parcel Of Land Known As 2406 Tarpley Road For Public Use At The Golden Bear Water Pump Station.**

### **BACKGROUND:**

This is a strategic acquisition related to the City's ongoing construction of the required holding tank adjacent to and just north of the Golden Bear Pump Station serving the eastern part of the City. This purchase consists of the acquisition of a 3,653 square foot parcel located at 2406 Tarpley Road, which is currently vacant land.

The City is being required by TCEQ to construct a new water holding tank at the Golden Bear Pump Station, which will increase system pressure in the eastern part of the City. The City and land owner have agreed upon a purchase price. Therefore, no eminent domain proceedings will be necessary.

### **FINANCIAL IMPLICATIONS:**

Funding is available in the CIP Utility Consolidated Budget.

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

The pump station expansion is an ongoing sustainability project for the City. It will assure compliance with TCEQ directives.

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

Staff recommends City Council approve a resolution authorizing the City Manager to acquire a tract of land at 2406 Tarpley Road for expansion of the Golden Bear Pump Station.

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

**A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS DECLARING A PUBLIC NECESSITY, AUTHORIZING ACQUISITION OF A PORTION OF A VACANT PARCEL OF LAND KNOWN AS 2406 TARPLEY ROAD FOR PUBLIC USE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 271 of the Texas Local Government Code, the City has the authority to enter into contracts to purchase and acquire real property necessary to accomplish a the efficient and economic operation of government;

**WHEREAS**, the City desires to purchase a 3,653 square foot parcel of land to expand the Golden Bear Pump Station to construct a holding tank serving the Eastern part of the City in order to comply with EPA guidelines; and

**WHEREAS**, the City Council has determined that the acquisition of part of a vacant parcel of land for the expansion of a pump station and other public uses is necessary and in the best interests of the residents of the City of Carrollton.

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

**SECTION 1:**

The City Council of the City of Carrollton hereby authorizes the City Manager or his designee to acquire a 3,563 square foot parcel of 2406 Tarpley Road as described in Exhibit A and shown on Exhibit B (“Property”) for expansion of Golden Bear Pump Station and other public uses.

**SECTION 2:**

The City Manager, or his designee, is hereby authorized to establish just compensation for the acquisition of the Property considering fair market value as determined by the appraisal district assessment, to execute a contract and all documents needed to acquire the Property on behalf of the City of Carrollton, and to take other action as necessary to effectuate the intent and purpose of this resolution.



**SECTION 3:**

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

**PASSED AND APPROVED May 3, 2016.**

CITY OF CARROLLTON,  
TEXAS

By:

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

**ATTEST:**

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

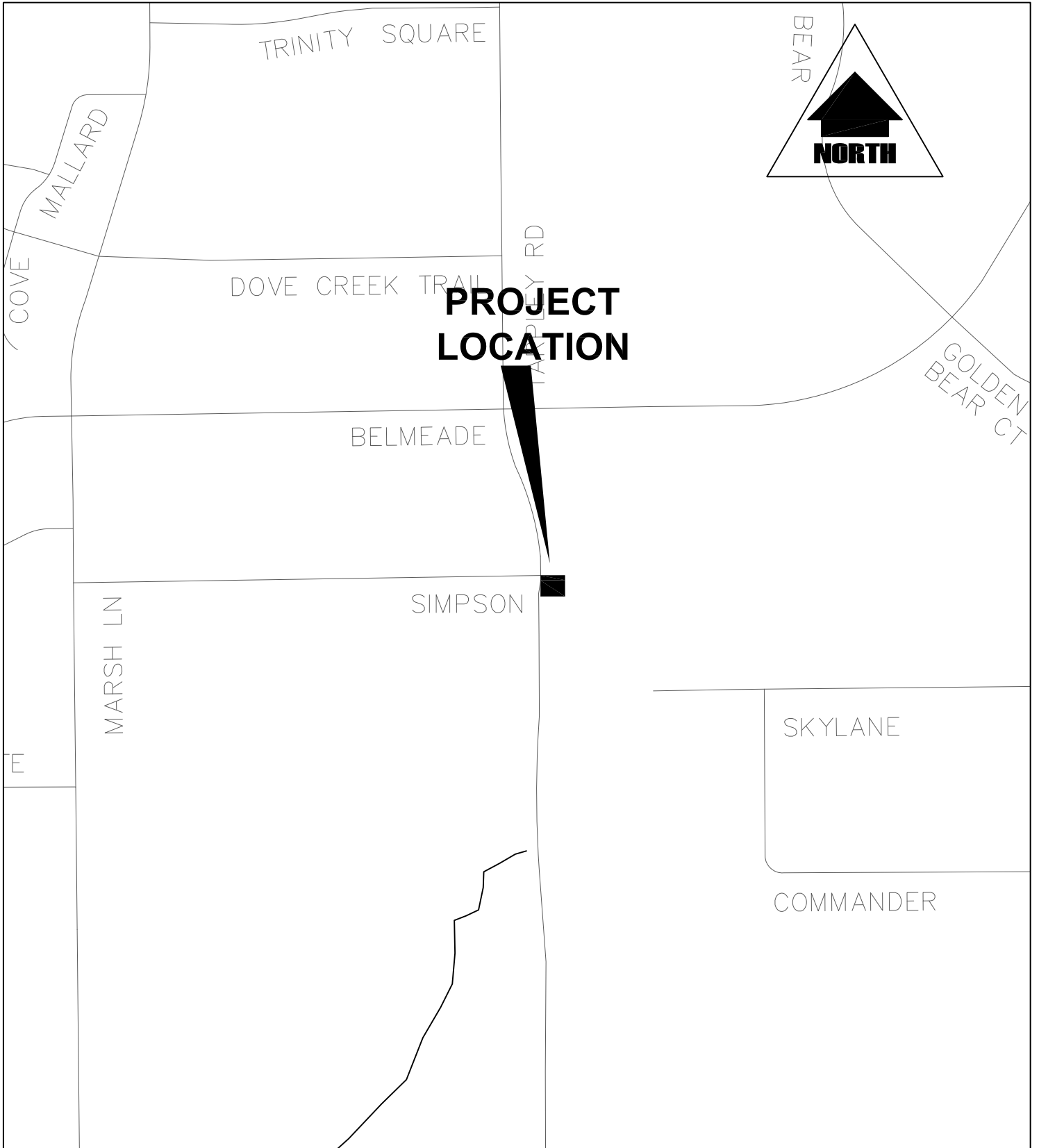
Approved as to form:

\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

Approved as to content:

\_\_\_\_\_  
Cesar J. Molina, P.E.  
Director of Engineering

ATTACHMENT A



FILENAME:GOLDEN BEAR PUMP STATION EXPANSION.DWG



Where Connections Happen

**GOLDEN BEAR  
PUMP STATION  
EXPANSION**

SCALE:NTS DATE: 04-16

**ENGINEERING  
DEPARTMENT**

CITY OF CARROLLTON, TEXAS  
PART OF LOT 1, BLOCK A, WINGER ADDITION PART II

DESCRIPTION

BEING A 3,653 SQUARE FOOT PARCEL OF LAND OUT OF THE GEORGE SYMS SURVEY, ABSTRACT NO. 1344, AND BEING PART OF LOT 1, BLOCK A, WINGER ADDITION PART II, AS RECORDED IN VOLUME 94164, PAGE 1773, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS (DRDCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a half inch iron rod found for the northwest corner of said Winger Addition, Part II, being on the east line of the Right of Way for Tarpley Road, and being the southwest corner of Lot 1, Block E, Highland Business Park, an addition to the City of Carrollton as recorded in Volume 80033, Page 495, DRDCT;

THENCE North 89°28'25" East, with the north line of said Winger Addition, Part II, being the south line of said Highland Business Park, a distance of 87.62 feet to a half inch iron rod with cap marked "BW2", set to mark the point;

THENCE South 00°00'54" East, departing said common line and crossing said Winger Addition, Part II, a distance of 57.45 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being the northeast corner of a tract of land as deeded to the City of Carrollton and recorded in Volume 94164, Page 1773, DRDCT;

THENCE North 46°58'47" West, with the north line of said City of Carrollton tract, a distance of 25.66 feet to a half inch iron rod with cap marked "BW2", set to mark the point;

THENCE South 89°16'55" West, continue with said north line, a distance of 68.62 feet to a half inch iron rod with cap marked "BW2", set to mark the point, said point being the southwest corner of the parcel herein described, being the northwest corner of said City of Carrollton tract, and being on the east line of the Right of Way for Tarpley Road;

THENCE North 00°22'16" West, with said Right of Way line, a distance of 39.99 feet to the POINT OF BEGINNING, and containing 3,653 square feet of land.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone.

\_\_\_\_\_  
John F. Wilder  
RPLS NO. 4285

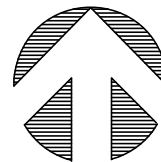
\_\_\_\_\_  
DATE

○ = IRON ROD FOUND  
(AS NOTED)

● = 1/2" IRON ROD WITH  
"BW2" CAP SET

NOTE:

1. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 (1993 ADJ.), NORTH CENTRAL ZONE.



1" = 20'

LOT 1, BLOCK E  
*HIGHLAND BUSINESS PARK*  
VOL. 80033, PG. 495  
D.R.D.C.T.

**P.O.B.**

1/2" I.R.F. 87.62'  
N 89°28'25" E

PART OF LOT 1, BLOCK A  
**WINGER ADDITION PART II**  
VOL. 94164, PG. 1773  
D.R.C.D.T.

N 00°22'16" W  
39.99'

S 89°16'55" W  
68.62'

S 00°00'54" E  
57.45'

N 46°58'47" E  
25.66'

TARPLEY ROAD (2400 BLOCK)  
60' R.O.W.

*CITY OF CARROLLTON*  
C.C. FILE NO. 20070046630  
D.R.C.D.T.

GEORGE SYMS SURVEY  
ABSTRACT NO. 1344

1749-BNDY.DWG APRIL 2016



**BW2 ENGINEERS, INC.**  
1919 S. Shiloh Road  
Suite 500, L.B. 27  
Garland, Texas 75042  
(972) 864-8200 (T) (972) 864-8220 (F)  
Firm Registration No. F-5290

**3,653 SQ. FT.**  
**PART OF LOT 1, BLOCK A**  
**WINGER ADDITION, PART II**  
**CITY OF CARROLLTON**  
**DALLAS COUNTY, TX**



# City of Carrollton

## Agenda Memo

File Number: 2621

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**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*23.

**CC MEETING: May 3, 2016**

**DATE:** April 26, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Thomas Latchem, Director of Economic Development

Consider A **Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With ROMCO Equipment Company, LLC.**

### **BACKGROUND:**

ROMCO Equipment Company is a family-owned construction, mining, and paving equipment distributor established in Texas in 1961. The company has grown to 11 locations in Texas with its corporate headquarters and operation hub located in Dallas. The Dallas headquarters employs 54 people with an annual payroll of \$5.6 million. The Company currently pays sales tax to the City of Dallas of over \$250,000 annually.

ROMCO's current headquarters facility is dated and has become very difficult for its customers to access due to the urbanization that has occurred around them. In order to accommodate ROMCO's rapidly growing operations in a new facility that provides easy access and visibility throughout the Metroplex, the company has requested a tax incentive equal to a portion of property taxes paid on a new 35,000 square foot 3-building complex with a capital investment of \$7 million to be located at 1519 West Belt Line Road in the Valwood Industrial Park.

ROMCO has been in preliminary discussions with City staff and, although the site is zoned light industrial, has agreed to upgrade their facility to provide a more aesthetically pleasing look facing Belt Line Road if the City can provide a partial offset to the additional cost of the estimated \$750,000 upgrade.

### **FINANCIAL IMPLICATIONS:**

ROMCO has requested a grant equal to 75% of taxes paid on new real and business personal property for a 7-year period. This incentive will provide ROMCO with a grant of approximately \$31,000 annually for a 7-year total savings of approximately \$217,000. In addition, the Company has requested a 100% rebate (not to exceed \$30,000) of City permitting fees to be paid on the construction of the new facility. The total savings to the company of

\$247,000 over a 7-year period will enable ROMCO to partially off-set the additional cost of \$750,000 to upgrade their new facility and offer them the encouragement they need to select a Carrollton location.

The return-on-investment to the City is significant since ROMCO will immediately begin to pay sales tax to the City of Carrollton of \$250,000 annually, which will pay back the City's tax rebate of \$217,000 (net present value of \$174,000) and the rebate of permit fees in the first year. Over the 7-year term of the incentive the Company will pay over \$1.75 million in new sales taxes to the City of Carrollton.

-

**IMPACT ON COMMUNITY SUSTAINABILITY:**

In accordance with the City of Carrollton's goal of enhancing and preserving the tax base through the attraction of quality employers, this project meets all criteria. Additionally, the upgraded buildings will present an upscale corporate look which will benefit both ROMCO and the residents of the City.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council authorize the City Manager to enter into an incentive agreement with ROMCO Equipment Company, LLC providing a grant equal to seventy-five percent (75%) of taxes paid on the assessed value of real and business personal property for a 7-year period and a 100% rebate for permit fees incurred on the construction of the new facility (not to exceed \$30,000).

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

**A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF CARROLLTON, TEXAS AND ROMCO EQUIPMENT COMPANY, LLC, ESTABLISHING A PROGRAM OF GRANTS IN AMOUNTS EQUAL TO A PERCENTAGE OF REAL AND BUSINESS PERSONAL PROPERTY TAXES PAID ON CERTAIN DESCRIBED PROPERTY FOR A MAXIMUM PERIOD OF SEVEN YEARS AND A GRANT RELATED TO BUILDING PERMIT FEES TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council has been presented a proposed Agreement, which is attached hereto as Exhibit A, between the City of Carrollton, Texas, and ROMCO Equipment Company, LLC, establishing a program of grants in amounts equal to seventy-five percent (75%) of the City of Carrollton real and business personal property taxes paid on the construction of a new 35,000 s.f. corporate headquarters, new equipment, and new inventory to be located at 1519 W Belt Line Road in Carrollton, Texas, for a maximum period of seven years in order to promote local economic development and stimulate business and commercial activity within the City of Carrollton, Texas; and

WHEREAS, the proposed Agreement also will grant ROMCO a 100% rebate (not to exceed \$30,000) on City permitting fees; and

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

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

Section 1

The terms and conditions of the attached Agreement and exhibits having been reviewed by the City Council of the City of Carrollton, Texas and found to be acceptable and in the best interests of the City of Carrollton and its citizens, are hereby in all things approved.

Section 2

The City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in the Agreement and this Resolution.

Section 3

This resolution shall take effect upon passage.

Resolution No. \_\_\_\_\_

PASSED AND APPROVED ON May 3, 2016.

City of Carrollton, Texas

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Meredith Ladd  
City Attorney

Approved as to content:

\_\_\_\_\_  
Thomas Latchem  
Director of Economic Development



## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Carrollton, Texas (the “City”), and ROMCO Equipment Co., LLC, a Texas limited liability company (“Company”) with Carrollton REM, LLC, a Texas limited liability company (“Landowner”), joining in the execution of this Agreement as the owner of the fee simple title to the Property (as such term is hereinafter defined), all acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, the Company will lease the Property from Landowner, and pursuant to the terms of the lease will be responsible for the payment of all ad valorem taxes levied on the Property; and

**WHEREAS**, Company is engaged in the construction equipment sales and distribution industry and intends to move its corporate headquarters and sales offices from Dallas to new facilities they intend to construct in Valwood Industrial Park located on a nine (9) acre site of vacant land at 1519 W Belt Line Road in Carrollton, Texas (the “Property”), as generally depicted in the conceptual master plan, attached hereto and incorporated by reference, as if written word for word herein, in Exhibit “A”, as such plans may be further amended and approved pursuant to applicable laws; and

**WHEREAS**, Company will grade the site and construct all necessary on-site infrastructure to serve the Property; and

**WHEREAS**, the City is authorized by Texas Local Government Code § 380.001, *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council of the City of Carrollton finds that it is in the best interest of the City to make a grant to the Company as an economic development incentive to use for clearing and developing the Property as set out herein.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company, intending to be legally bound, hereby covenant and agree as follows:

### **Article I Definitions**

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

“Base Year Value” shall mean the assessed value of the Taxable Property, as defined below, on the Property effective January 1, 2016.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Property” shall include the land and improvements thereon, as determined by the Texas Property Tax Code.

“Taxable Property” shall include the real property and improvements, along with the Business Personal Property (including equipment and inventory), subject to City of Carrollton taxes for the term of this Agreement.

“Taxable Value” shall be the same as the taxable value of the Taxable Property as determined annually by the Dallas Central Appraisal District, or any other applicable taxing or valuation governmental authority with jurisdiction over the Property, subject to the appeal procedures set forth in the V.T.C.A. Tax Code. Any decrease in Taxable Value after appeal is subject to recalculation of the appropriate amount of the grant from the City under this Agreement. If the City has issued the grant to the Company based on the greater value, refund of any overpayment by the City to Company of such difference shall be remitted to the City within 60 days to City after final determination of an appeal.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2024 (the “Term”), unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Article IV below, the Company agrees to perform the following:

3.1 **Development of Property.** Subject to extension for Events of Force Majeure, on or before December 1, 2016, Company will begin the construction on the improvements, set forth below, as evidenced by Company obtaining a building permit for the Property; and Company will occupy the Property no later than December 31, 2017, as evidenced by Company obtaining an occupancy permit; and

3.2 **Performance.** Company agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, construct its improvements to the Property; and

3.3 **Improvements.** Company shall make real property improvements in and on the Property to consisting of multiple buildings totaling approximately 35,000 S.F. as generally depicted in Exhibit "A" ("Improvements"), as such plans may be further amended and approved pursuant to applicable laws, and such improvements may be leased and managed by Company or sold by Landowner after development.

3.4 **Sales Tax.** Company shall record all sales made by Company as occurring from the Property and allocate all sales tax received to the City of Carrollton.

#### **Article IV Economic Development Grant**

##### **4.1 Grant.**

(A) For the term of this Agreement, City agrees to provide grants to the Company in an amount equal to seventy-five percent (75%) of the taxes paid by Company on the Taxable Value for a seven (7) year term, less the Base Year Value, during the term of this Agreement as long as Company meets each of the obligations set forth in this Agreement and complies with the requirements set out in Section 4.2 below.

(B) The City shall reimburse Company one hundred percent (100%) of all permitting fees imposed by the City, and paid by Company, for the construction costs of the Improvements, with the City's share being an amount not to exceed thirty thousand dollars (\$30,000). Reimbursement by the City to Company will be made within thirty (30) days of receipt of a written request after the start of construction of the improvement for which the permit fee was paid, as evidenced by Company obtaining a building permit for the Property.

##### **4.2 Grant Payment Requirements and Schedule.**

(A) Subject to compliance with Article III above, Company may submit itemized documents setting forth the tax assessed and paid based on the Taxable Value of the Taxable Property and request grant funds in accordance with the terms of Section 4.1. Failure to comply with this Section 4.2 shall not subject the grant in Section 4.1(A) to forfeiture.

(B) City shall remit the grant funds under Section 4.1(A) to the Company within sixty (60) days of the receipt of its annual property tax payment from the Dallas Central Appraisal District, or other taxing entity, but not later than ninety (90) days after Company's annual property tax payment.

#### **Article V Default; Termination**

5.1 **Events of Termination.** This Agreement terminates upon any one or more of the following:

- (1) By expiration of the Term;

(2) If a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement; or

(3) If, during the Term of this Agreement the Company fails to pay sales taxes to the City of Carrollton on sales of the Company, regardless of the basis for such failure, as provided in Section 3.4 of this Agreement, or if such sales tax payment is invalidated under state law or deemed unlawful by a court of competent jurisdiction, this Agreement will terminate as of the date when such sales taxes are no longer paid.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured, following written notice, and opportunity to cure, as set forth above.

5.2 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

5.3 **Intentionally Omitted.**

5.4 **Cross-Default.** In the event that one or more of the improvements are now or hereafter owned by separate persons or entities, any of the events of default described in this Article V will be applied individually and independently to each such person or entity, as applicable, and will not be a “cross default” of the separate, unrelated person or entity, which would otherwise qualify as an assigned under Article VII of this Agreement. Such default shall only apply to the defaulting party and not to the other portions or owners of the Property merely by reason of such persons or entities owning the other improvements on the Property, and all non-defaulting persons or entities shall continue to be bound by the obligations set forth in this Agreement.

## **Article VI Retention and Accessibility of Records**

6.1 **Records.** Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

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

6.2 **Accessibility.** Company gives City, its designee, or any of their duly authorized representatives, reasonable access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to terminate this Agreement as provided for in Section 5.1 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company and/or the Landowner may assign this Agreement without obtaining the City's consent (a) to one of their wholly owned or managed affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the assignor gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company and/or the Landowner must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment. In the event such approval is withheld, and a portion of the Property is transferred, such transfer shall not be a default hereunder, but such portion of the Property shall no longer be subject to this Agreement.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the

potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

**Article VIII  
Miscellaneous**

8.1 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. It is understood and agreed between the parties that the Company, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties, and **Company agrees to indemnify and hold City harmless therefrom**; it is further understood and agreed among parties that the City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties

8.2. **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.3. **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.4. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:  
City of Carrollton, Texas  
Attention: City Manager  
P.O. Box 110535  
Carrollton, TX 75011

With a copy to:  
City of Carrollton, Texas  
Attention: City Attorney  
P.O. Box 110535  
Carrollton, TX 75011

If intended for the Company (**Before 12/31/17**):  
ROMCO Equipment Co., LLC  
Attn: Charles Clarkson  
PO Box 560248  
Dallas, Texas 75356

may exercise all rights to enforce this recovery as allowed by Subchapter C of Chapter 2264 or any other laws.

8.12. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**CITY OF CARROLLTON, TEXAS**

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

\_\_\_\_\_  
Leonard Martin, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Meredith Ladd, City Attorney

\_\_\_\_\_  
Thomas Latchem  
Director of Economic Development

**COMPANY**

ROMCO Equipment Co., LLC

  
\_\_\_\_\_  
Charles Clarkson, President

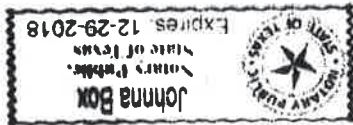
STATE OF TEXAS )

COUNTY OF DALLAS )

BEFORE ME, the undersigned authority, on this day personally appeared Charles Clarkson, President of ROMCO Equipment Co., LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19<sup>th</sup> day of April, 2016.

(seal)





My commission expires:

12-29-18

If intended for the Company (**After 12/31/17**):  
ROMCO Equipment Co., LLC  
Attn: Charles Clarkson  
1519 W Belt Line Rd  
Carrollton, Texas 75006

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

8.6. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Dallas County, Texas.

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

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

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

8.10. **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11. **Compliance.** Under Chapter 2264 of the Texas Local Government Code, Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the City, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the grant from the City with interest, at the rate of 5% according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation. City



**LANDOWNER**

Carrollton REM, LLC

  
Robert C. Mullins, Member

STATE OF Texas )  
 )  
COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this day personally appeared Robert C. Mullins, Member of Carrollton REM, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19<sup>th</sup> day of April, 2016.

(seal)



  
\_\_\_\_\_

My commission expires:

12-29-18

# ROMCO Equipment – Carrollton Location



Site  
1519 W Belt Line  
Rd





# City of Carrollton

## Agenda Memo

File Number: 2622

Agenda Date: 5/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: \*24.

**CC MEETING: May 3, 2016**

**DATE:** April 26, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Thomas Latchem, Director of Economic Development

Consider A **Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With Venture Mechanical, Inc.**

### **BACKGROUND:**

Venture Mechanical, Inc. is a family-owned mechanical contractor established in DFW in 1975. The company has grown to become one of the premier mechanical contractors in North Texas, providing a wide range of commercial and industrial HVAC services to area companies in the hospital, distribution, manufacturing, education, office, and institutional sectors. Currently, their headquarters is located in Irving and employs over 70 people with an annual payroll of over \$10 million.

In order to accommodate their steady growth, Venture Mechanical has identified a number of DFW locations on which to construct a new facility, one of which is a 4-acre parcel in Valwood Industrial Park at 1644 West Crosby Road in Carrollton. The company has requested a tax incentive to help offset a portion of the \$95,000 cost of constructing a median cut and curb cut to allow traffic access and egress from both directions on West Crosby in front of the new 40,000 square foot, \$4 million building they are planning, should the tax incentive be granted.

### **FINANCIAL IMPLICATIONS:**

Venture Mechanical has requested a grant equal to 100% of taxes paid on the taxable value of their \$4 million investment in new real property for years 1-3, and 50% of taxes paid on new real property for years 4-5. This incentive will provide the company with a grant of approximately \$24,500 annually in years 1 through 3 and a grant of \$12,250 for years 4 and 5, for a 5-year total savings of approximately \$98,000, which will offset the cost of the median and curb cuts Venture Mechanical will need to make to solve the access/egress issue.

The leverage for the City of Carrollton on its investment will be roughly 40:1. The overall payback period is approximately 7 years and will be generating real property taxes of \$24,500

after the term of the agreement, for a 10-year total of nearly \$150,000, not counting taxes the company will pay on its business personal property (BPP) and any business-to-business sales taxes paid.

-  
**IMPACT ON COMMUNITY SUSTAINABILITY:**

In accordance with the City of Carrollton's goal of enhancing and preserving the tax base through the attraction of quality employers, this project meets all criteria. Additionally, this incentive will take a previously undeveloped 4.0 acre parcel in Valwood and convert it into an improved site.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council approve a resolution authorizing the City Manager to enter into an incentive agreement with Venture Mechanical, Inc., providing a grant equal to 100% of taxes paid on the taxable value of new real property for years 1-3, and 50% of taxes paid on new real property for years 4-5.

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

**A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF CARROLLTON, TEXAS AND VENTURE MECHANICAL, INC., ESTABLISHING A PROGRAM OF GRANTS IN AMOUNTS EQUAL TO A PERCENTAGE OF REAL PROPERTY TAXES PAID ON CERTAIN DESCRIBED PROPERTY FOR A MAXIMUM PERIOD OF FIVE YEARS TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council has been presented a proposed Agreement, which is attached hereto as Exhibit A, between the City of Carrollton, Texas, and Venture Mechanical, Inc., establishing a program of grants in amounts equal to one hundred percent (100%) of the City of Carrollton real property taxes paid for years 1 through 3 and fifty percent (50%) for years 4 and 5 on the construction of a new 40,000 s.f. corporate headquarters to be located at 1644 W Crosby Road in Carrollton, Texas, for a maximum period of five years in order to promote local economic development and stimulate business and commercial activity within the City of Carrollton, Texas; and

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

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

Section 1

The terms and conditions of the attached Agreement and exhibits having been reviewed by the City Council of the City of Carrollton, Texas and found to be acceptable and in the best interests of the City of Carrollton and its citizens, are hereby in all things approved.

Section 2

The City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in the Agreement and this Resolution.

Section 3

This resolution shall take effect upon passage.

PASSED AND APPROVED ON May 3, 2016.

City of Carrollton, Texas

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Matthew Marchant, Mayor

ATTEST:

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Laurie Garber, City Secretary

Approved as to form:

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Meredith Ladd  
City Attorney

Approved as to content:

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Thomas Latchem  
Director of Economic Development

## ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Carrollton, Texas (the “City”), and **Venture Mechanical, Inc.** (“Company”), acting by and through their respective authorized officers and representatives.

### WITNESSETH:

**WHEREAS**, Company is engaged in providing a wide range of commercial and industrial HVAC services to major companies in the automotive, healthcare, data center, financial, retail, and sports segments in the greater Dallas-Fort Worth area and intends to construct a new headquarters and operations facility in Valwood Industrial Park located on a five (5) acre site of vacant land at 1640 W Crosby Road in Carrollton, Texas (the “Property”), as generally depicted in the conceptual master plan, attached hereto and incorporated by reference, as if written word for word herein, in Exhibit “A”, as such plans may be further amended and approved pursuant to applicable laws; and

**WHEREAS**, Company will grade the site and construct all necessary on-site infrastructure to serve the Property; and

**WHEREAS**, the City is authorized by Texas Local Government Code § 380.001, *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council of the City of Carrollton finds that it is in the best interest of the City to make a grant to the Company as an economic development incentive to use for clearing and developing the Property as set out herein.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company, intending to be legally bound, hereby covenant and agree as follows:

### Article I Definitions

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

“Base Year Value” shall mean the assessed value of the Taxable Property, as defined below, on the Property effective **January 1, 2016**.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war,

riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company's operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

"Property" shall include the land and improvements thereon, as determined by the Texas Property Tax Code.

"Taxable Property" shall include the real property and improvements, subject to City of Carrollton taxes for the term of this Agreement.

"Taxable Value" shall be the same as the taxable value of the Taxable Property as determined annually by the Dallas Central Appraisal District, or any other applicable taxing or valuation governmental authority with jurisdiction over the Property, subject to the appeal procedures set forth in the V.T.C.A. Tax Code. Any decrease in Taxable Value after appeal is subject to recalculation of the appropriate amount of the grant from the City under this Agreement. If the City has issued the grant to the Company based on the greater value, refund of any overpayment by the City to Company of such difference shall be remitted to the City within 60 days to City after final determination of an appeal.

## Article II Term

The term of this Agreement shall begin on the Effective Date and continue until **December 31, 2021** (the "Term"), unless sooner terminated as provided herein.

## Article III Obligations of Company

In consideration for the grant of public funds as set forth in Article IV below, the Company agrees to perform the following:

3.1 **Development of Property.** Subject to extension for Events of Force Majeure, on or before **December 1, 2016**, Company will begin the construction on the improvements, set forth below, and will occupy the Property no later than **December 31, 2017**, as evidenced by Company obtaining a occupancy permit for the Property; and

3.2 **Performance.** Company agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, construct its improvements to the Property; and

3.3 **Improvements.** Company shall make **real property improvements in and on the Property to consist of one (1) building totaling approximately 40,000 S.F.** as generally depicted in Exhibit "A" ("Improvements"), as such plans may be further amended and approved pursuant to applicable laws, and such improvements may be owned and managed by Company or sold by Company after development.



3.4 **Sales Tax.** Company shall record all sales made by Company as occurring from the Property and allocate all sales tax received to the City of Carrollton.

#### **Article IV Economic Development Grant**

##### **4.1 Grant.**

(A) For the term of this Agreement, City agrees to provide grants to the Company in an amount equal to 100 percent (100%) of the taxes paid by Company on the Taxable Value for years 1 through 3, then equal to 50 percent (50%) for years 4 and 5, less the Base Year Value, during the term of this Agreement as long as Company meets each of the obligations set forth in this Agreement and complies with the requirements set out in Section 4.2 below.

##### **4.2 Grant Payment Requirements and Schedule.**

(A) Subject to compliance with Article III above, Company may submit itemized documents setting forth the tax assessed and paid based on the Taxable Value of the Taxable Property and request grant funds in accordance with the terms of Section 4.1. Failure to comply with this Section 4.2 shall not subject the grant in Section 4.1(A) to forfeiture.

(B) City shall remit the grant funds under Section 4.1(A) to the Company within sixty (60) days of the receipt of its annual property tax payment from the Dallas Central Appraisal District, or other taxing entity, but not later than ninety (90) days after Company's annual property tax payment.

#### **Article V Default; Termination**

5.1 **Events of Termination.** This Agreement terminates upon any one or more of the following:

- (1) By expiration of the Term;
- (2) If a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement; or

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured, following written notice, and opportunity to cure, as set forth above.

5.2 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior

to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

**5.3 Intentionally Omitted.**

5.4 **Cross-Default.** In the event that one or more of the improvements are now or hereafter owned by separate persons or entities, any of the events of default described in this Article V will be applied individually and independently to each such person or entity, as applicable, and will not be a “cross default” of the separate, unrelated person or entity, which would otherwise qualify as an assigned under Article VII of this Agreement. Such default shall only apply to the defaulting party and not to the other portions or owners of the Property merely by reason of such persons or entities owning the other improvements on the Property, and all non-defaulting persons or entities shall continue to be bound by the obligations set forth in this Agreement.

**Article VI  
Retention and Accessibility of Records**

6.1 **Records.** Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

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

6.2 **Accessibility.** Company gives City, its designee, or any of their duly authorized representatives, reasonable access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the “Records”) upon receipt of ten (10) business days written notice from the City. The City’s access to Company’s books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City’s access to Company’s Records include any access to any personal and/or medical data of any employees of Company. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to terminate this Agreement as provided for in Section 5.1 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not

limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned or managed affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment. In the event such approval is withheld, and a portion of the Property is transferred, such transfer shall not be a default hereunder, but such portion of the Property shall no longer be subject to this Agreement.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

## **Article VIII Miscellaneous**

8.1 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. It is understood and agreed between the parties that the Company, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties, and **Company agrees to indemnify and hold City harmless therefrom**; it is further understood and agreed among parties that the City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties

8.2. **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.3. **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.4. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:  
City of Carrollton, Texas  
Attention: City Manager  
P.O. Box 110535  
Carrollton, TX 75011

With a copy to:  
City of Carrollton, Texas  
Attention: City Attorney  
P.O. Box 110535  
Carrollton, TX 75011

If intended for the Company (**Before 12/31/17**):  
Venture Mechanical, Inc.  
Attn: \_\_\_\_\_  
2222 Century Circle  
Irving, Texas 75062

If intended for the Company (**After 12/31/17**):  
Venture Mechanical, Inc.  
Attn: \_\_\_\_\_  
1640 W Crosby Road  
Carrollton, Texas 75006

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

8.6. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Dallas County, Texas.

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

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

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

8.10. **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11. **Compliance.** Under Chapter 2264 of the Texas Local Government Code, Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the City, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the grant from the City with interest, at the rate of 5% according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation. City may exercise all rights to enforce this recovery as allowed by Subchapter C of Chapter 2264 or any other laws.

8.12. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**CITY OF CARROLLTON, TEXAS**

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

\_\_\_\_\_  
Leonard Martin, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Meredith Ladd, City Attorney

\_\_\_\_\_  
Thomas Latchem  
Director of Economic Development

**COMPANY**

Venture Mechanical, Inc.

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of Venture Mechanical, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(seal)

\_\_\_\_\_

My commission expires: \_\_\_\_\_

# Venture Mechanical – Carrollton Location



Site  
1644 W Crosby Rd









# City of Carrollton

## Agenda Memo

File Number: 2630

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*25.

**CC MEETING: May 3, 2016**

**DATE:** April 27, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Thomas Latchem, Director of Economic Development

Consider A **Resolution Authorizing The City Manager To Enter Into An Agreement To Provide An Incentive To Icon Newco Pool 2, LLC In An Amount Equal To The Value Of The Right-Of-Way Abandoned By The City Of Carrollton.**

### **BACKGROUND:**

The City has received a request from Icon Newco Pool 2, LLC, a limited liability company, or its assigns to provide an incentive in the amount of \$23,673.50 (an amount equal to the value of a portion of road right-of-way abandoned by the City) for land west of the cul-de-sac at Selene Drive and West Crosby Road to the east line of the right-of-way of the President George Bush Turnpike, as described within the attached Agreement.

Newco Pool 2, LLC requests the incentive in order to maximize the value of the two parcels which it owns that are currently impacted by the right-of-way abandonment in order to sell to interested developers.

### **FINANCIAL IMPLICATIONS:**

Icon Newco Pool 2, LLC will pay for the recording of all related documents with the Dallas County Clerk along with any replatting required.

Currently Icon Newco Pool 2, LLC pays the City of Carrollton approximately \$1,300 annually in property taxes for the land on the undeveloped 2-acre parcel #1 located at 1504 Selene Drive, and pays the City approximately \$2,700 annually in property taxes for the land on the undeveloped 4-acre parcel #2 located at 1700 West Crosby Road.

City Council's authorization of this incentive will enable the parcels to be sold, individually or together, to maximize their future development potential, resulting in additional taxes paid to the City. Future property taxes generated by the developed sites will more than off-set the value of the right-of-way.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

In accordance with the City of Carrollton's goal of enhancing and preserving the tax base through the attraction of quality employers, this action meets all criteria.

**RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council approve a resolution authorizing the City Manager to enter into an agreement with Icon Newco Pool 2, LLC to provide a grant in an amount equal to the value of the right-of-way referenced in order to encourage the future development of the two sites.

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Carrollton, Texas (the “City”), and Icon IPC TX Property Owner Pool 2, LLC and Icon 1700 W. Crosby Owner Pool 2, LLC, each a limited liability company authorized to conduct business in Texas (collectively the “Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, City is the owner of right-of-way (“ROW”) located between Lot 1, Block 3 (1700 W Crosby Rd) and Lot 3R-1, Block 2 (1504 Selene Dr.) of the Luna Park Place Addition, which is shown on Exhibit A, a plat showing such ROW, attached hereto and incorporated for all purposes and filed of record in Dallas County Land Records under Document Number 201400052826 (the “Property”); and

**WHEREAS**, Section 272.001 of the Texas Local Government Code provides for the conveyance, sale or exchange of a property interest by the City to an abutting property owner; and

**WHEREAS**, Section 311.007 of the Texas Transportation Code provides a home-rule municipality authority to vacate, abandon, or close a street or alley; and

**WHEREAS**, Company is a real estate investment fund which owns two (2) parcels of industrial land located at 1504 Selene Dr and at 1700 W Crosby Rd (the “Parcels”), as generally depicted in Exhibit B, attached hereto and incorporated by reference herein, with both Parcels abutting the ROW; and

**WHEREAS**, Company wishes to sell the Parcels to prospective buyers who intend to construct facilities on the Parcels and Property; and

**WHEREAS**, the Parcels will be enhanced for development by the abandonment and donation by City to Company of the Property; and

**WHEREAS**, the City is authorized by Texas Local Government Code § 380.001, *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council of the City of Carrollton finds that it is in the best interest of the City to make a grant to the Company in the amount of \$23,637.50, the value of the ROW, as an economic development incentive to use to maximize and enhance the attractiveness of the Parcels for development;

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the City and Company, intending to be legally bound, hereby covenant and agree as follows:

### **Article I Definitions**

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

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Property” shall mean the ROW as delineated in Exhibit A attached.

“Parcels” shall mean 2 platted lots located at 1504 Selene Dr and at 1700 W Crosby Dr in Valwood Industrial Park as shown in Exhibit B herein.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

### **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until January 10, 2018 (the “Term”), unless sooner terminated as provided herein.

### **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Article IV below, the Company agrees to perform the following:

3.1 **Development of Property.** Company intends to enter into one or more sales agreements and transfer its ownership of the Parcels on or before December 31, 2017, subject to extension for Events of Force Majeure, to a developer or developers who have stated their intention to redevelop the Parcels and the Property; and

### **Article IV Economic Development Grant**

#### **4.1 Grant.**

(A) Pursuant to the terms of this Agreement, City agrees to grant to Company an amount not to exceed Twenty-Three Thousand Six Hundred Thirty-Seven and 50/100 Dollars (\$23,637.50),

the value of the ROW ("Grant"), as set forth in this Agreement and complies with the requirements set out in Section 4.2 below.

(B) This Grant is expressly conditioned on such Property being conveyed as part of a development of the Parcels and the Property. In the event that Company fails to comply with the requirements of Section 3.1, Company shall immediately repay the Grant upon written request there for.

#### 4.2 **Grant Payment Requirements and Schedule.**

(A) City shall convey the Property to Company by warranty deed no later than 10 days after the Effective Date.

(B) The Grant shall be used in lieu of payment by the Company of the market value of the Property. No funds shall be distributed to Company.

### **Article V Default; Termination**

5.1 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(1) By expiration of the Term; or

(2) If a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured, following written notice, and opportunity to cure, as set forth above; provided, however that once the Property is transferred to Company, such transfer shall under no circumstances be rescinded or revoked.

5.2 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

**Article VI**  
**Retention and Accessibility of Records**

6.1 **Records.** Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

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

6.2 **Accessibility.** Company gives City, its designee, or any of their duly authorized representatives, reasonable access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to terminate this Agreement as provided for in Section 5.1 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

**Article VII**  
**Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned or managed affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment. In the event such approval is withheld, and a portion of the Property is transferred, such transfer shall not be a default hereunder, but such portion of the Property shall no longer be subject to this Agreement.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

**Article VIII  
Miscellaneous**

8.1 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. It is understood and agreed between the parties that the Company, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties, and Company agrees to indemnify and hold City harmless therefrom; it is further understood and agreed among parties that the City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties

8.2. **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.3. **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.4. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:

City of Carrollton, Texas  
Attention: City Manager  
P.O. Box 110535  
Carrollton, TX 75011

With a copy to:

City of Carrollton, Texas  
Attention: City Attorney  
P.O. Box 110535  
Carrollton, TX 75011

If intended for the Company:

Icon IPC TX Property Owner Pool 2, LLC  
c/o GPL US Management, LLC  
Attn: Stephen L. Bryan  
7887 East Belleview Ave., Suite 325  
Denver, CO 80111

With a copy to:

GPL US Management, LLC  
Attn: Legal Department  
Two North Riverside, Suite 2350  
Chicago, IL 60606

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

8.6. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Dallas County, Texas.

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

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

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



8.10. **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11. **Compliance.** Under Chapter 2264 of the Texas Local Government Code, Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the City, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the grant from the City with interest, at the rate of 5% according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation. City may exercise all rights to enforce this recovery as allowed by Subchapter C of Chapter 2264 or any other laws.

8.12. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**CITY OF CARROLLTON, TEXAS**

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

\_\_\_\_\_  
Leonard Martin, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Meredith Ladd, City Attorney

\_\_\_\_\_  
Thomas Latchem  
Director of Economic Development

**COMPANY**

Icon 1700 W. Crosby Owner Pool 2, LLC  
Icon IPC TX Property Owner Pool 2, LLC

By: GLP US Management, LLC


By:   
Name: John Collins  
Title: CFO

STATE OF Illinois )  
COUNTY OF COOK )

BEFORE ME, the undersigned authority, on this day personally appeared John Collins, CFO of GLP US Management, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of April, 2016.



  
July 14<sup>th</sup>, 2019

My commission expires:

CITY OF CARROLLTON, TEXAS  
WEST CROSBY ROAD  
LUNA PARK PLACE

DESCRIPTION

BEING A 9,455 SQUARE FOOT STRIP OF LAND IN THE WILLIAM MASTERS SURVEY, ABSTRACT NO. 899, DALLAS COUNTY, TEXAS, BEING PART OF THE RIGHT OF WAY FOR WEST CROSBY ROAD AS SHOWN ON THE REPLAT OF LOTS 1, 2, AND 3, LUNA PARK PLACE, AN ADDITION TO THE CITY OF CARROLLTON AS RECORDED IN VOLUME 89041, PAGE 746 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, (DRDCT), AS SHOWN ON THE ATTACHED EXHIBIT "A", AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A STRIP OF LAND, BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE NTTA RIGHT OF WAY PARCEL 24-24 AS RECORDED IN VOLUME 2003056, PAGE 9458 DRDCT, BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF THE RIGHT OF WAY FOR WEST CROSBY ROAD, AND BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR WEST CROSBY ROAD;

The POINT OF BEGINNING is a 5/8 inch iron rod with cap found marking the southwest corner of the remainder of Lot 1, Block 3 of said Luna Park Place Replat, being on the north line of the Right of Way of West Crosby Road, and being one the east line of said NTTA Right of Way;

THENCE North 89°59'02" East, with the south line of said Lot 1, being the north line of the Right of Way for West Crosby Road, a distance of 158.62 feet to a found 5/8 inch iron rod with cap, said point being at the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a radius of 61.50 feet, through a central angle of 72°, an arc length of 77.35 feet, and having a chord which bears South 18°26'18" West, a distance of 72.35 feet to point, said point being on the south line of the curving Right of Way for West Crosby Road, and being on the north line of Lot 3R-1, Block 2, Second Replat of Luna Park Place, an addition to the City of Carrollton as recorded in County Clerks File No. 200600232399, and being at the beginning of a non-tangent curve to the left;

THENCE with said curve to the left having a radius of 30.00 feet, through a central angle of 44°34'15", an arc length of 23.34, and having a chord which bears North 67°43'50" West, a distance of 22.75 feet to a point of tangent;

THENCE South 89°59'02" West, with the south line of the Right of Way for West Crosby Road, being the north line of said Lot 3R-1, a distance of 149.61 feet to a half inch iron rod with cap found marking the northwest corner of Lot 3R-1, and being on the east line of the Right of Way for NTTA Parcel 24-24;

THENCE North 30°12'06" East, with the east line of said NTTA Right of Way, a distance of 69.43 feet to the POINT OF BEGINNING, and containing 9,455 square feet of land.

NOTE:

All bearings are based on the Texas Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone, 4202.

*John F. Wilder*

*6-26-15*

John F. Wilder, R.P.L.S.

Date

Texas Registration No. 4285,  
BW2 Engineers, Inc.



SURVEY: WILLIAM MASTERS SURVEY, ABST. NO. 899

LOCATION: CARROLLTON, DALLAS COUNTY, TEXAS

PLAT OF EXHIBIT 'A': 9,455 S.F.

CITY OF CARROLLTON, TEXAS

WEST CROSBY ROAD

LUNA PARK PLACE

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)



PART OF LOT 1, BLK. 3  
REPLAT OF LOT 1, 2, & 3, BLOCK 3  
LUNA PARK PLACE  
VOL. 89041, PG. 746  
D.R.D.C.T.

P.O.B.  
5/8" I.R.F.  
W/CAP

5/8" I.R.F.  
W/CAP

1/2" I.R.F.  
W/CAP

WEST CROSBY ROAD  
(60' ROW)

SELENE DRIVE  
(60' ROW)

R = 30.00 FT  
lc = 44°34'15"  
L = 23.34 FT  
CH = N 67°43'50" W  
CL = 22.75 FT

R = 61.50 FT  
lc = 72°03'33"  
L = 77.35 FT  
CH = S 18°26'18" W  
CL = 72.35 FT

LOT 3R-1, BLOCK 2  
SECOND REPLAT OF  
LUNA PARK PLACE  
C.C. FILE NO. 200600232399  
D.R.D.C.T.

LINE TABLE

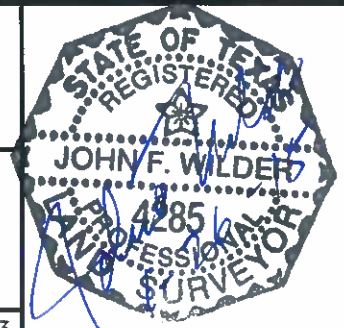
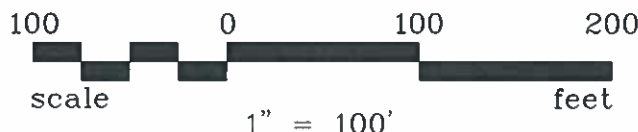
NUMBER	DIRECTION	DISTANCE
L1	N 89°59'02" E	158.62'
L2	S 89°59'02" W	149.61'
L3	N 30°12'06" E	69.43'

PARCEL NITTA 24-24  
VOL. 2003056, PG. 9458  
D.R.D.C.T.



BW2 ENGINEERS, INC.

1919 S. Shiloh Road  
Suite 500, L.B. 27  
Garland, Texas 75042  
(972) 864-8200 (T) (972) 864-8220 (F)  
Firm Registration No. F-5290



BW2 JOB NO: 14-1673

DRAWN BY: BW2

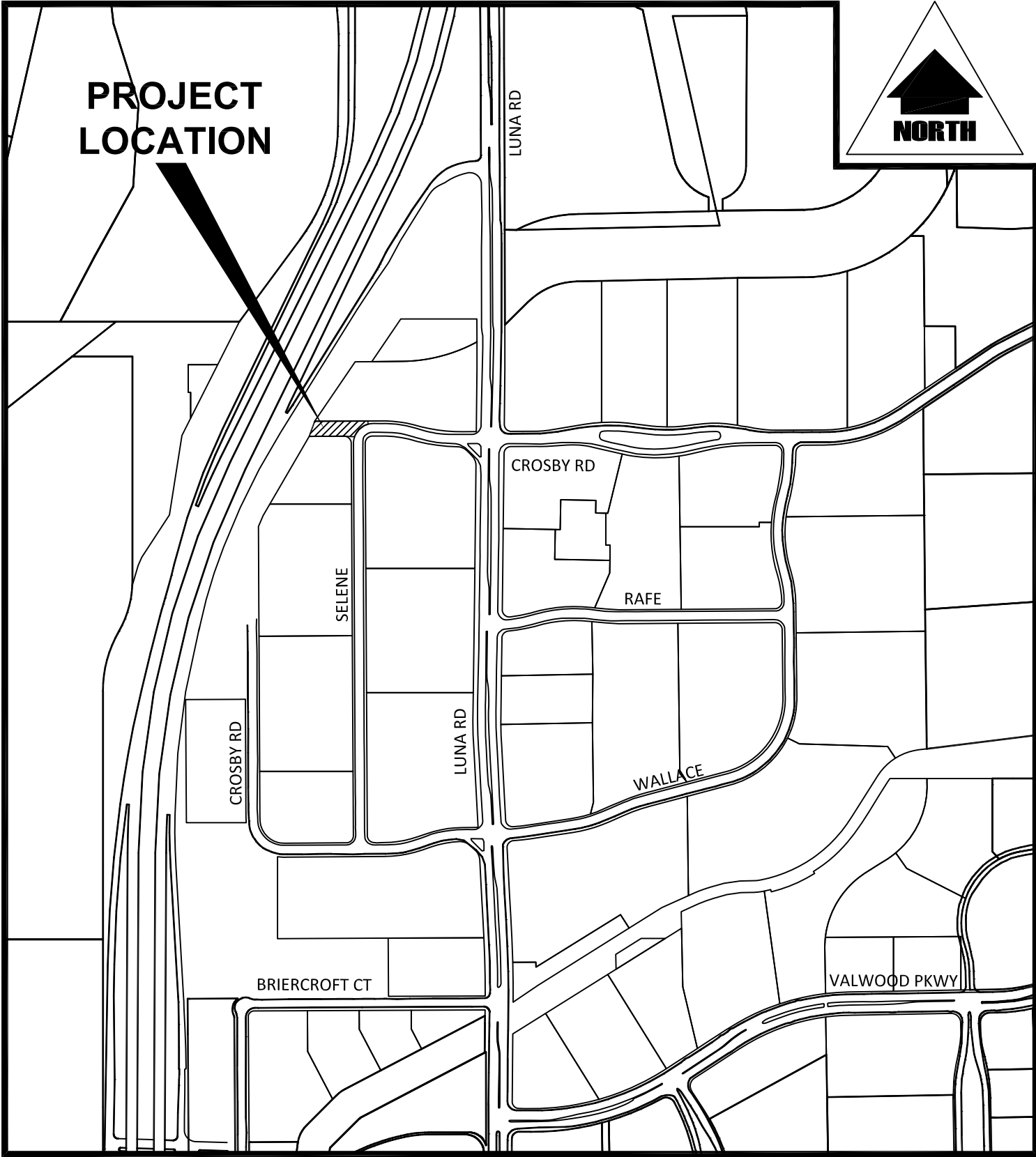
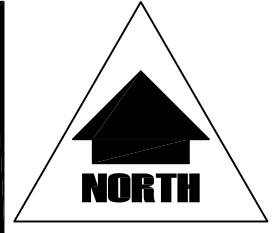
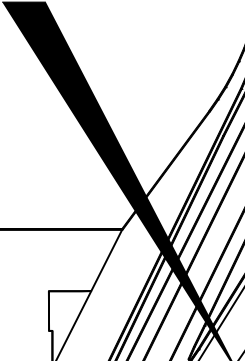
DATE: OCT. 2014

CHECKED BY: BW2

J:\14-1673\DRAWINGS\EASEMENT.DWG

PAGE 3 OF 3

**PROJECT  
LOCATION**



**CARROLLTON**  
TEXAS

*Where Connections Happen*

**1700 CROSBY ROAD**

SCALE: NTS    DATE: 01/15

**ENGINEERING  
DEPARTMENT**

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

**A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF CARROLLTON, TEXAS AND ICON NEWCO POOL 2, LLC, ESTABLISHING A PROGRAM OF GRANTS IN AN AMOUNT EQUAL TO THE VALUE OF RIGHT OF WAY WHICH WAS ABANDONED BY THE CITY TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Carrollton, Texas, (“City Council”) has been presented a proposed Agreement, which is attached hereto as Exhibit A, between the City of Carrollton, Texas (“City”), and Icon Texas Pool 2, LLC, establishing a program of grants in an amount equal to \$23,673.50, the value of right of way which was abandoned by the City as described within the attached Agreement, in order to promote local economic development and stimulate business and commercial activity within the City; and

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

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

Section 1

The terms and conditions of the attached Agreement and exhibits having been reviewed by the City Council of the City of Carrollton, Texas and found to be acceptable and in the best interests of the City of Carrollton and its citizens, are hereby in all things approved.

Section 2

The City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in the Agreement and this Resolution.

Section 3

This Resolution shall take effect upon passage.

Resolution No. \_\_\_\_\_

PASSED AND APPROVED ON May 3, 2016.

City of Carrollton, Texas

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Meredith Ladd  
City Attorney

Approved as to content:

\_\_\_\_\_  
Thomas Latchem  
Director of Economic Development





# City of Carrollton

## Agenda Memo

File Number: 2607

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Public Hearing/Consent  
Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*26.

**CC MEETING:** May 3, 2016

**DATE:** April 22, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Michael McCauley, Senior Planner

Hold A Public Hearing To Consider An Ordinance Amending Planned Development No. 201 (PD-201) For The (O-4) Office And (LR-2) Local Retail Districts With Modified Development Standards On An Approximately 38.1-Acre Tract Located On The East Side Of Midway Road Between International Parkway And Park Boulevard; Amending Accordingly The Official Zoning Map. Case No. 04-16Z1 RP At Park/Billingsley Development Corp. Case Coordinator: Michael McCauley.

### **BACKGROUND:**

This is a request for approval to amend PD-201 by changing Exhibit D “Conceptual Building Designs For Multi-Family Development.”

On May 5, 2015, the City Council initially approved PD-201 with exhibits.

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

On April 7, 2016, the Planning & Zoning Commission recommended **APPROVAL** of the amended conceptual building elevations. The attached ordinance reflects the action of the Commission. Because the action of the Commission was unanimous and no public opposition has been received, this item is being placed on the Public Hearing - Consent portion of the agenda.

**RESULT SHEET**

**Date:** 05/04/16

**Case No./Name:** 04-16Z3 RP at Park

**A. STAFF STIPULATIONS AND RECOMMENDATIONS**

Staff recommends **APPROVAL** with the following stipulation:

1. All special development standards and remaining exhibits in PD-201 (Ord. No. 3682) shall convey over to this new PD amendment.

**B. P&Z RECOMMENDATION** from P&Z meeting: 04/07/16

Result: APPROVED with a stipulation /Vote: 8-0 (Nesbit absent)

**C. CC PUBLIC HEARING** from CC meeting: 05/03/16

Result: /Vote:

**ZONING**

Case Coordinator: Michael McCauley

---

**GENERAL PROJECT INFORMATION**

**SITE ZONING:** PD-201 for the (O-4) Office and (LR-2) Local Retail Districts

	<u><b>SURROUNDING ZONING</b></u>	<u><b>SURROUNDING LAND USES</b></u>
NORTH	In Plano	General retail and restaurants (across Park Boulevard)
SOUTH	PD-195 for the (O-4) Office District	Private school
EAST	PD-195 for the (O-4) Office District, (IH) Interim Holding District and unincorporated Denton County	Private school; airfield & single family homes (across Air Park Drive)
WEST	PD-148 for the (HC) Heavy Commercial District and (LR-2) Local Retail District	General retail and restaurants, and undeveloped (across Midway Road)

**REQUEST:** This is a request for approval to amend PD-201 by changing Exhibit D “Conceptual Building Designs For Multi-Family Development.”

**PROPOSED USE:** Office and multi-family uses

**ACRES/LOTS:** Approximately 38.1 Acres/10 lots

**LOCATION:** East side of Midway Road, between Hebron Parkway (known in Plano as Park Blvd.) and International Parkway

**HISTORY:** The subject property was annexed into the city in February 1978. At that time the PD-54 zoning was established, although then it was for single family residential uses.

In 1981 the PD for the subject tract was amended to provide for commercial uses. In 1983 the PD was amended again to remove certain uses, but the “base” zoning of (HC) was not changed.

Subdivisions (including replats) in this area were recorded in 2000, 2001, 2003 & 2007.

Eight of the ten lots have been developed with office and local retail uses. Two lots remain undeveloped.

PD-201 was established on May 5, 2015.

**COMPREHENSIVE PLAN:** High Intensity Commercial uses

**TRANSPORTATION PLAN:** Midway Road and Park Avenue (Hebron Parkway) are both designated as (A6D) Four-Lane Divided Arterials.

**OWNER:** Billingsley Development Corp., MidPark Center, LLC

**REPRESENTED BY:** Lucilio Pena/Billingsley Development Corp.

## **STAFF ANALYSIS**

### **PROPOSAL**

Approval to amend PD-201 by changing Exhibit D “Conceptual Building Designs For Multi-Family Development.”

After the PD was approved, the developer decided that they were not completely satisfied with the external design of the buildings. They believed that they should be better and decided that they would make a change in the design team. They changed architects and began to revise the buildings’ elevations because they thought they were too much like standard multi-family designs and not unique to the development site.

### **ELEMENTS TO CONSIDER**

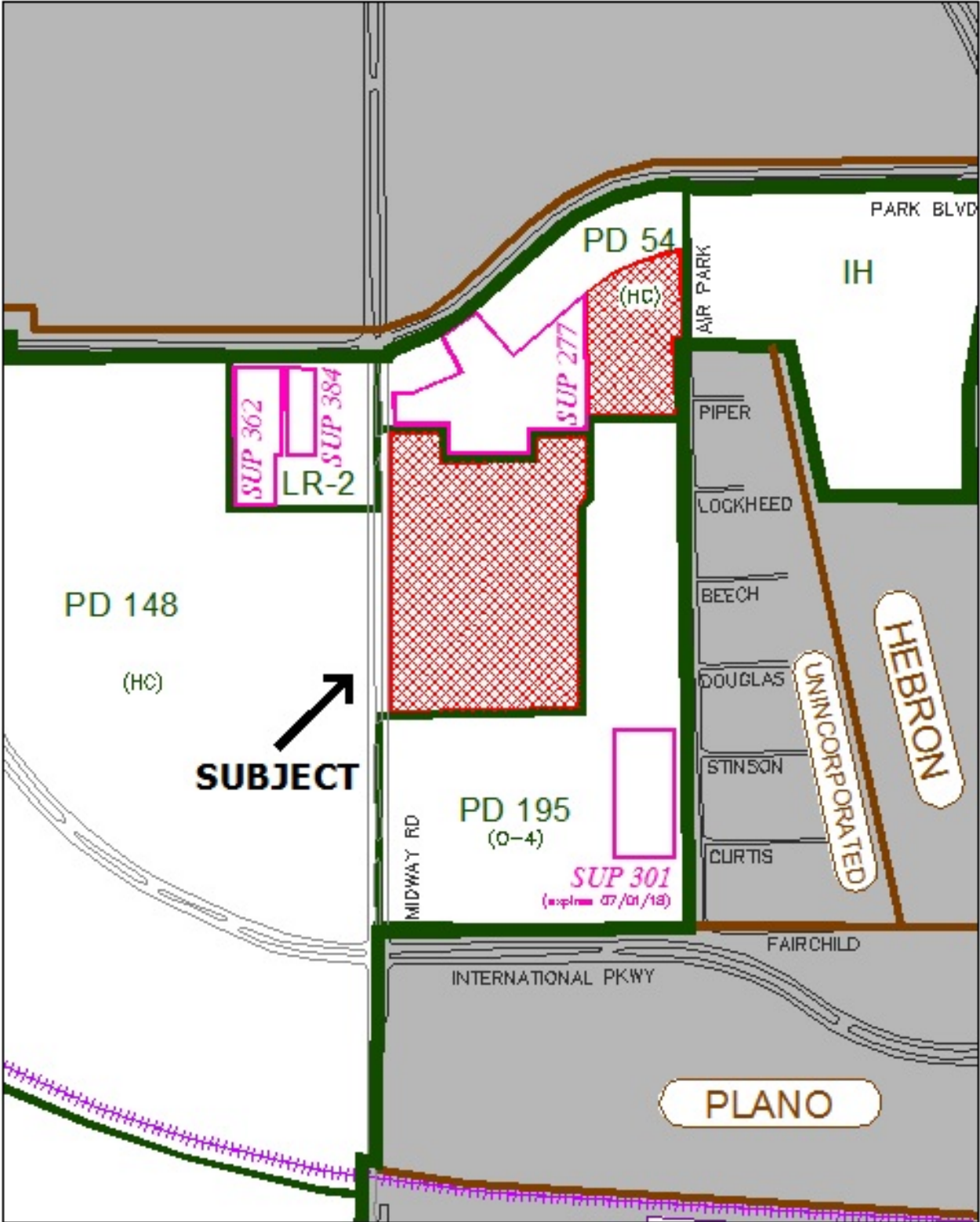
The sole change to the building elevations is the material and color; the building footprint, parking and all remaining elements of PD-21 shall remain, including the following:

1. Multi-story office buildings may have façade materials substantially similar to those of the existing office building located at 4100 Midway Road (Lot 1R, Block A, Crow-Billingsley Hermes Addition).
2. Special development standards for any multi-family residential development shall be:
  - a. Development shall be in substantial conformance with the Conceptual Site Plan and Conceptual Building Designs attached herein as Exhibits C & D.
  - b. The maximum number of multi-family dwelling units shall be 500.
  - c. The minimum number of parking spaces for multi-family residential development shall be 1.5 per dwelling unit.
  - d. The requirement that all parking spaces shall be within 150 feet of the dwelling unit served by such parking space (Article X, Section K (1) of the CZO) shall not apply.
  - e. The minimum dwelling unit sizes shall be 500 sq. ft. (efficiency), 550 sq. ft. (one bedroom), 700 sq. ft. (two bedroom) and 1,000 sq. ft. (three or more bedroom).
  - f. The maximum height of any building shall be five stories.

### **CONCLUSION**

Staff believes the amendment is acceptable for this development. The overall percentage of stone/brick is greater than what was approved initially.

LOCATION & CURRENT ZONING



COMPARISON OF ORIGINAL AND PROPOSED REVISION



HLR - BUILDING #2



ORIGINAL BUILDING #2

SLOANE STREET CONCEPT RENDERINGS



COMPARISON OF ORIGINAL AND PROPOSED REVISION



HLR - BUILDING #3



ORIGINAL BUILDING #3

SLOANE STREET CONCEPT RENDERINGS





**COMPARISON OF ORIGINAL AND PROPOSED REVISION**



HLR - BUILDING #6



ORIGINAL BUILDING #6

SLOANE STREET CONCEPT RENDERINGS



**COMPARISON OF ORIGINAL AND PROPOSED REVISION**



HLR - BUILDING #8



ORIGINAL BUILDING #8

SLOANE STREET CONCEPT RENDERINGS



Site Map



**COMPARISON OF ORIGINAL AND PROPOSED REVISION**



HLR - TOWNHOME BUILDINGS



ORIGINAL TOWNHOME BUILDINGS

SLOANE STREET CONCEPT RENDERINGS



## PROPOSED REVISION



SLOANE STREET CONCEPT RENDERING  
15205 BUILDING #2



**PROPOSED REVISION**



SLOANE STREET CONCEPT RENDERING  
16205 BUILDING #3



**PROPOSED REVISION**



SLOANE STREET CONCEPT RENDERING  
15205 BUILDINGS #5, #6, #8



**PROPOSED REVISION**



SLOANE STREET CONCEPT IMAGES  
15205 BUILDINGS #5, #6, #8



**PROPOSED REVISION**



SLOANE STREET CONCEPT RENDERING  
15205 BUILDINGS #1, #4, #7





APPROVED CONCEPTUAL SITE PLAN FOR MULTI-FAMILY DEVELOPMENT (EXHIBIT C IN PD-201)



- LANDSCAPE NOTES
1. ALL LANDSCAPED AREAS TO HAVE A FULLY AUTOMATIC UNDERGROUND DROPPED IRRIGATION SYSTEM, INCLUDING TURF AREAS. DEGRADATION CONTROLLER TO PROVIDE DAILY WEATHER BASED SET PROGRAMMING, SYSTEM FLOW MONITORING AND HARDY/FREEZE SENSOR. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED.
  2. ALL PLANTING TO COMPLY WITH CITY OF CARROLLTON LANDSCAPE ORDINANCES AND REGULATIONS AS STATED IN ARTICLE XXV.
  3. ALL TREES TO BE MIN. 3" CAL AT TIME OF PLANTING
  4. ONE (1) TREE REQUIRED FOR EVERY 12 PARKING SPACES IF LESS THAN 100 SPACES ONE (1) TREE REQUIRED FOR EVERY 10 PARKING SPACES IF MORE THAN 100 SPACES
  4. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT, DRIVEWAYS, AND FIRE LANES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN (14) FEET.
  5. REFER TO CIVIL ENR. DRAWINGS FOR PARKING LOTS, CURBS, AND ROADWAYS
  6. THESE DOCUMENTS ARE INCOMPLETE AND MAY NOT BE USED FOR PERMIT OR CONSTRUCTION

PROJECT DATA	
Units: (approximately 850 sf avg.)	
Multi-Family:	470-500 units
Office:	90,000 G.S.F.
Parking:	
Office Parking Required (1 slot per each 150 Sq ft of floor area)	357 sps
Office Parking Provided:	350 sps
Parking Provided for MF:	
(at 1.5 sps/one per Unit)	
Garage Parking Structure:	360 sps
Tuck Under Parking:	93 sps
Private Garages:	28 sps
Surface Parking:	224 sps
Total Parking MF:	705 sps (1.5 sps/ unit)
Overall Site:	
MF Site:	11.8 acres approx.
MF Density:	39.83 units/acre
PROJECT DENSITY UPDATED	

- 1 PRIMARY ENTRANCE
- 2 SECONDARY ENTRANCE
- 3 GARAGE ENTRY
- 4 POOL COURTYARD
- 5 RESIDENT COURTYARD
- 6 EXISTING DECK/STAIR AREA WITH BASKETBALL COURT
- 7 FUTURE DECK/STAIR AREA WITH AMENITIES
- 8 NEW SPUR ROAD
- 9 POCKET PARK
- 10 DOG PARK
- 11 ACCESS GATE FOR FIRE DEPARTMENT ONLY



studioOutside

RP ON PARK  
CARROLLTON, TEXAS



Conceptual Landscape Plan (Asymize Option)

THIS DRAWING SUBJECT IS CONCEPTUAL. FINAL FORM AND MATERIALS MAY VARY THROUGH PROJECT DEVELOPMENT.

03.20.2015	2014070.00
<small>Copyright © JHP Inc. Not for Reproduction, Approval, Permit or Construction. Revised &amp; Resubmitted Registered Architect of State of Texas, Registration No. 2164</small>	

**Excerpt from Draft Minutes  
Planning & Zoning Commission  
Meeting of April 7, 2016**

**Public Hearing To Consider And Act On An Ordinance To Amend Planned Development No. 201 For The (O-4) Office And (LR-2) Local Retail Districts With Modified Development Standards On An Approximately 38.1-Acre Tract Located On The East Side Of Midway Road Between International Parkway And Park Boulevard; Amending Accordingly The Official Zoning Map. Case No. 04-16Z3 RP At Park. Case Coordinator: Michael McCauley.**

McCauley presented the case noting the applicant wanted to change the exhibit that illustrates the building's architecture. The footprint of the building, the landscape plan, the density, the parking for the site as well as the traffic circulation remains the same. The applicant felt that the new exhibit provides for a better design and staff was in agreement. Staff recommended approval of the request with one stipulation. He advised that one notice in support of the request was received by staff. Lastly he noted that the percentage of brick and stone increased with the change.

Lucilo Peña, Billingsley Co., 1717 Arts Plaza #2311, Dallas, explained that the location was a mixed use area and they would be connecting to an office building, retail, and an LA Fitness facility and they wanted the materials to be compatible. He provided a three minute animation of the architecture and the area. He advised that there were no exterior corridors; all circulation was internal.

Averett asked if Building 3 was being reduced from 5 floors to 4 and Mr. Peña replied it was. David Hensley, HLR Architect, stated they were able to meet the maximum number of units that could be built with a reduced floor which reduced the construction costs so they offset the costs with additional material. Averett noted the difficulty that people in general seemed to have with recognizing that the area was a part of Carrollton and suggested incorporating something to help in that regard.

Chair McAninch opened the public hearing and invited speakers to address the Commission and there were none. The applicant declined any closing comments. Chair McAninch closed the public hearing and opened the floor for discussion or a motion.

\* ***Kiser moved to approve Case No. 04-16Z3 RP at Park with staff stipulations; second by Daniel-Nix and the motion was approved with a unanimous 8-0 vote (Nesbit absent).***

PLANNING DEPARTMENT  
City of Carrollton  
Date: 05/03/16

PLANNED DEVELOPMENT NO. 201  
DEVELOPMENT NAME: RP on Park PD Amendment

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

ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY AMENDING PLANNED DEVELOPMENT NO. 201 AS ESTABLISHED BY ORDINANCE NO. 3682 ON MAY 5, 2015 PROVIDING FOR THE (O-4) OFFICE AND (LR-2) LOCAL RETAIL DISTRICTS WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

**WHEREAS**, at its regular meeting held on the Seventh day of April, 2015, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 04-16Z3); and

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

**WHEREAS**, this change of zoning will distinguish development standards specially applicable to the unique nature of the approximately 38.1-acre tract; and

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

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

**SECTION 1.**

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

**SECTION 2.**

Planned Development Number 201 is hereby amended in its entirety for a certain approximately 38.1-acre tract of land located on the east side of Midway Road between International Parkway and Hebron parkway (Park Boulevard) being more specifically described on the attached Exhibit A and depicted on Exhibit B, providing for the following:

## I. Permitted Use

The following uses will be permitted by right:

### A. Tract 1

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

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

### B. Tract 2

Permitted uses shall be all principal and accessory uses which are allowed by right in the (O-4) Office District, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations of the (O-4) Office District and the Comprehensive Zoning Ordinance, as amended, except as otherwise provided in Subsection III below.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (O-4) Office District, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended. Such Special Use Permit(s) shall be subject to the conditions established in Articles XXI and XXXI of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations.

## II. Additional Permitted Uses

### Tract 2 Multi-Family Residential Development

## III. Special Development Standards

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

A. Tract 1

1. Shared parking between all uses and all lots, and parking on a lot separate from the main use (whether required or non-required) shall be allowed by right.
2. Drive-through windows shall be allowed by right.
3. Screening walls shall not be required along any property lines.

B. Tract 2

1. Shared parking between all uses and all lots, and parking on a lot separate from the main use (whether required or non-required) shall be allowed by right.
2. Screening walls shall not be required along any property lines.
3. Multi-story office buildings may have façade materials substantially similar to those of the existing office building located at 4100 Midway Road (Lot 1R, Block A, Crow-Billingsley Hermes Addition).
4. Special development standards for any multi-family residential development shall be:
  - a. Development shall be in substantial conformance with the Conceptual Site Plan and Conceptual Building Designs attached herein as Exhibits C & D.
  - b. The maximum number of multi-family dwelling units shall be 500.
  - c. The minimum number of parking spaces for multi-family residential development shall be 1.5 per dwelling unit.
  - d. The requirement that all parking spaces shall be within 150 feet of the dwelling unit served by such parking space (Article X, Section K (1) of the CZO) shall not apply.
  - e. The minimum dwelling unit sizes shall be 500 sq. ft. (efficiency), 550 sq. ft. (one bedroom), 700 sq. ft. (two bedroom) and 1,000 sq. ft. (three or more bedroom).
  - f. The maximum height of any building shall be five stories.
  - g. A deceleration lane into the entrance along Midway Road labeled as “Secondary Entry” on the Conceptual Site Plan shall be required.
  - h. A minimum internal stacking distance of 75 feet shall be required for the entrance along Midway Road labeled as “Secondary Entry” on the Conceptual Site Plan shall be required.
  - i. For the purpose of signage, the mutual access drive between Lots 5R & 6, Block A, Crow Billingsley Hermes Addition (3412 E. Hebron Pkwy. & 3420 E. Hebron Pkwy.) shall be considered to be part of the subject tract.
  - j. A fence consisting of masonry columns with decorative metal (“wrought iron”) panels shall be installed along the east property line of the project along Air Park Road. Along said fence “emergency access only” vehicular access gates shall be permitted.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

PASSED AND APPROVED this the Third day of May, 2016.

CITY OF CARROLLTON

By: \_\_\_\_\_  
Matthew Marchant, Mayor

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

\_\_\_\_\_  
Michael McCauley  
Senior Planner

## Exhibit A

### Legal Descriptions

For 3400 E. Hebron Parkway:

Lot 1R, Block 1, Mobile Oil FM 544 & Midway Addition

For 3412 Park Boulevard:

Lot 5R, Block A, Replat of Crow-Billingsley Hermes Addition

For 3420 Park Boulevard:

Lot 6, Block A, Crow-Billingsley Hermes Addition

For 3424 Park Boulevard:

Lot 7R, Block A, Crow-Billingsley Hermes Addition

For 3432 Park Boulevard:

Lot 8R1, Block A, Replat of Crow-Billingsley Hermes Addition

For 3450 E. Hebron Parkway:

Lot 9R, Block A, Replat of Crow-Billingsley Hermes Addition

For 4220 Midway Road:

Lot 4R2, Block A, Crow-Billingsley Hermes Addition

For 4212 Midway Road:

Lot 3R2, Block A, Crow-Billingsley Hermes Addition

For 4208 Midway Road:

Lot 2R2, Block A, Crow-Billingsley Hermes Addition

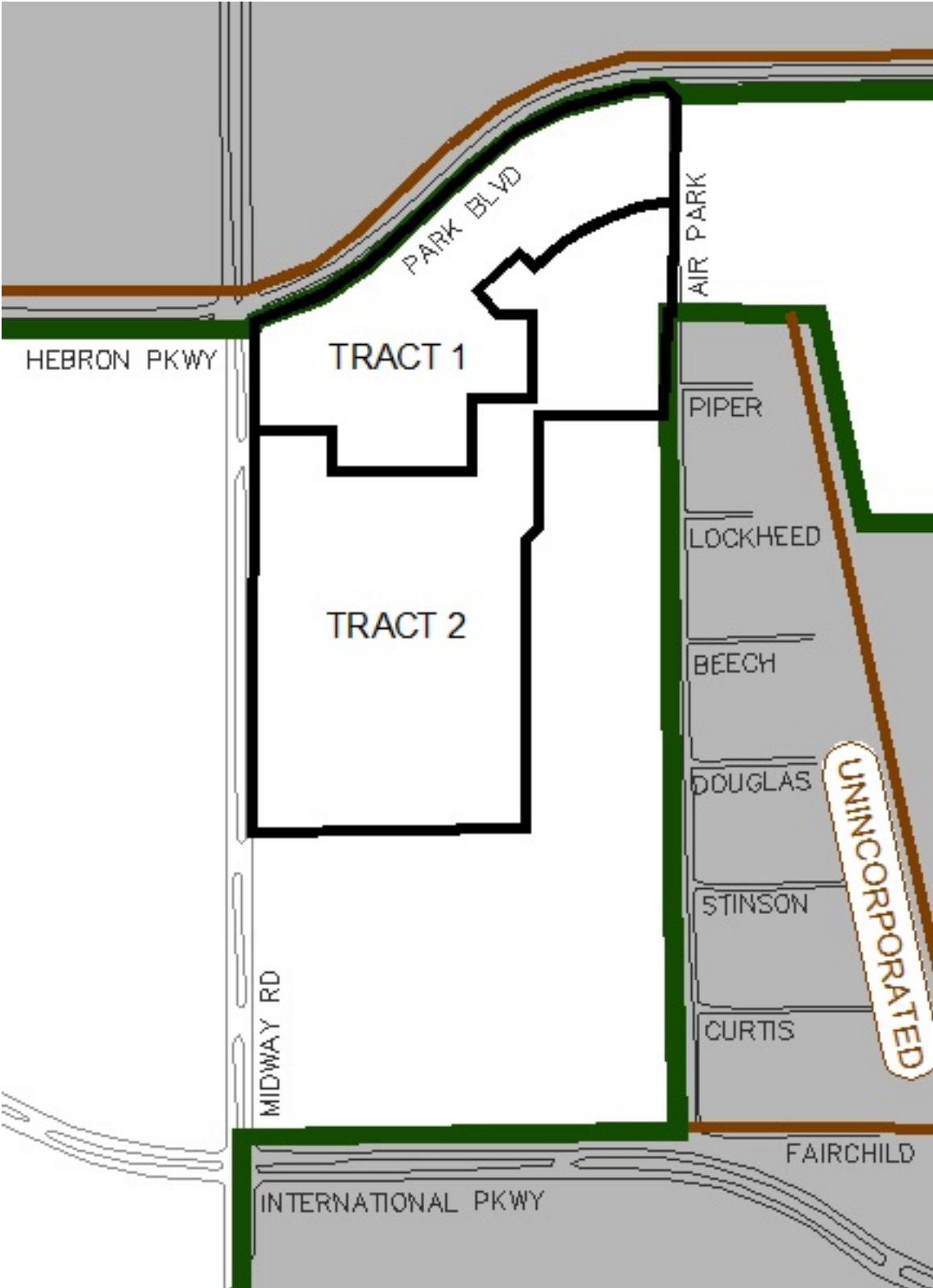
For 4100 Midway Road:

Lot 1R, Block A, Crow-Billingsley Hermes Addition



# Exhibit B

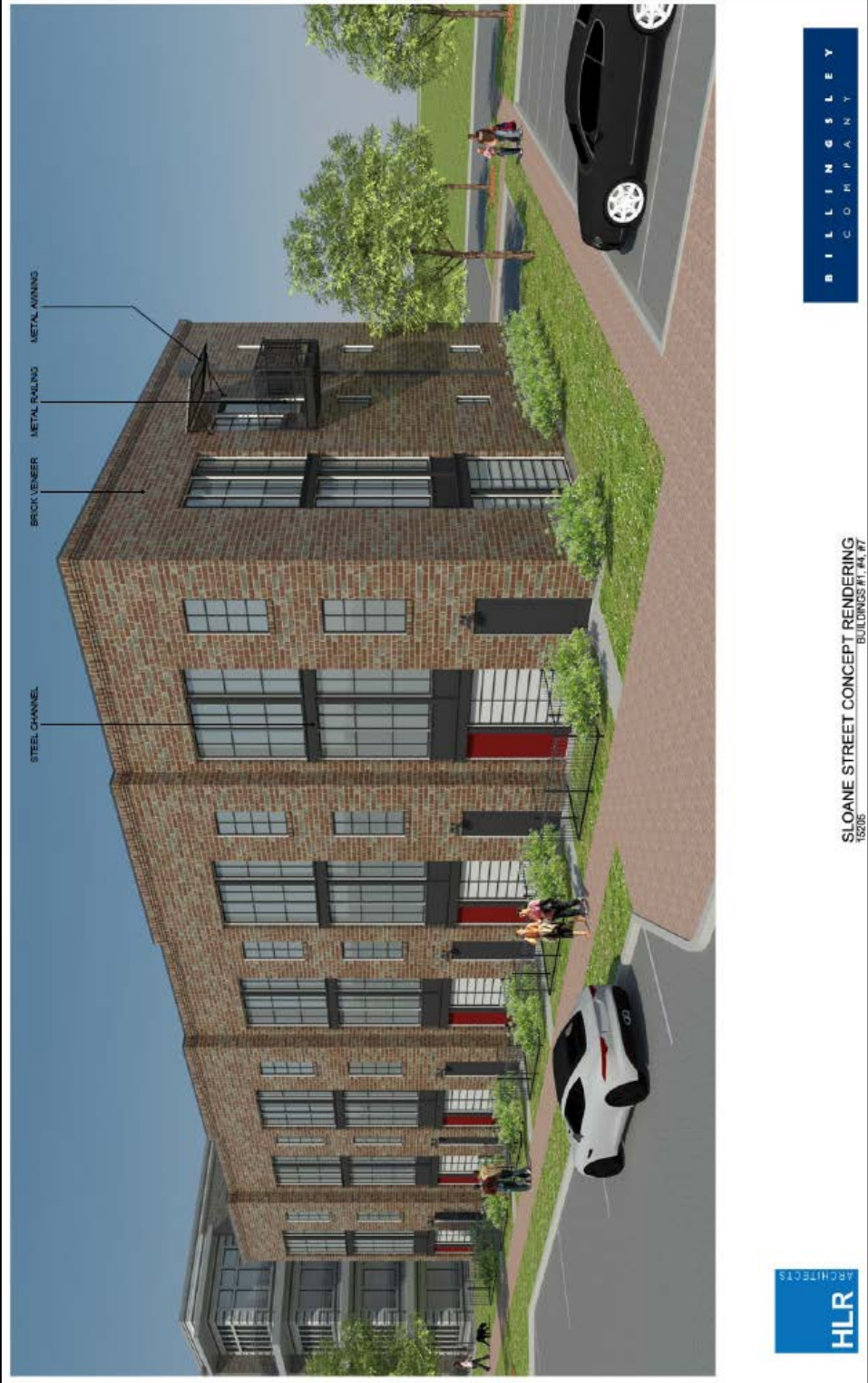
Tract Map





# Exhibit D

Conceptual Building Designs  
For Multi-Family Development  
Sheet 1 of 4



# Exhibit D

## Conceptual Building Designs For Multi-Family Development Sheet 2 of 4



# Exhibit D

## Conceptual Building Designs For Multi-Family Development Sheet 3 of 4



# Exhibit D

Conceptual Building Designs  
For Multi-Family Development  
Sheet 4 of 4





# City of Carrollton

## Agenda Memo

File Number: 2608

Agenda Date: 5/3/2016

Version: 1

Status: Public  
Hearing/Individual  
Consideration

In Control: City Council

File Type: Ordinance

Agenda Number: 27.

CC MEETING: May 3, 2016

DATE: April 22, 2016

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Ordinance Amending The Zoning On An Approximately 12.4-Acre Tract Zoned PD-52 For The (LR-2) Local Retail District And Located On The North Side Of Keller Springs Road, East Of Josey Lane; To Amend Planned Development District 52 (PD-52) To Allow For Automobile Equipment And Rental; And Amending The Official Zoning Map Accordingly. Case No. 04-16Z2 Home Depot/Scott Mommer. Case Coordinator: Michael McCauley.

### BACKGROUND:

This is a request to amend PD-52 to allow Home Depot to provide on-site rental of trucks and panel vans as an accessory use (Penske truck rental).

PD-52, established in 1978 as a 441-acre, multi-tract, planned development consisting of residential, multi-family, office, local retail, commercial and open space zoning districts, was amended in 2002 to allow the construction of Home Depot with modified development standards.

PD-52 was amended in 2014 to allow additional outdoor display and storage area at Home Depot.

### STAFF RECOMMENDATION/ACTION DESIRED:

On April 7, 2016, the Planning & Zoning Commission recommended **APPROVAL** with staff stipulations. The attached ordinance reflects the action of the Commission. Although no public opposition has been received, the action of the Commission was not unanimous. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

## RESULTS SHEET

**Date:** 05/04/16

**Case No./Name:** 04-16Z2 Home Depot

### **A. STIPULATIONS AND RECOMMENDATION**

Staff recommends **APPROVAL** with the following stipulations:

1. The maximum number of rental trucks and panel vans that will be stored at the site is six (6).
2. All trucks will be parked in the defined stalls as shown on the Conceptual Site Plan.
3. The existing monument sign on Keller Springs Road shall be replaced with a masonry sign meeting the current requirements of the Carrollton Sign Ordinance prior to receiving a new Certificate of Occupancy for the additional use of truck and panel van rentals.
4. The shed and trailer display area shall be limited to the area designated as Outdoor Sales Area B. A landscape screen consisting of four three-inch caliper shade trees spaced at a maximum of 40 feet on center and a hedge row consisting of 40 five-gallon shrubs planted a maximum of four feet on center shall be provided along the north side of the shed and trailer display area as shown on the Conceptual Landscape Plan prior to receiving a new Certificate of Occupancy for the additional use of truck and panel van rentals.
5. All missing and dead landscaping shall be replaced prior to receiving a new Certificate of Occupancy for the additional use of truck and panel van rentals. The applicant shall submit a landscape plan to the City Arborist for review and permitting.
6. All remaining stipulations from PD-52 (Ordinance No. 3600) shall be conveyed over to the amended Planned Development.

### **B. P&Z RECOMMENDATION** from P&Z meeting: 04/07/16

Result: APPROVED with stipulations /Vote: 6-2 (Sundaran and Daniel-Nix opposed, Nesbit absent)

### **C. CC PUBLIC HEARING & ORDINANCE ACTION** from CC meeting: 05/03/16

Result: /Vote:



## ZONING

Case Coordinator: Michael McCauley

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### GENERAL PROJECT INFORMATION

**SITE ZONING:** PD-52 for the (LR-2) Local Retail District

	<u>SURROUNDING ZONING</u>	<u>SURROUNDING LAND USES</u>
NORTH	PD-52 for the (LR-2) Local Retail District with SUP-79 for a U.S. Post Office	U.S. Post Office
SOUTH	PD-52 for the (LR-2) Local Retail District with SUP-127 for an auto repair center	Auto Repair Centers
EAST	PD-52 for Park with SUP-23 for a swim and tennis club	Park
WEST	PD-52 for the (LR-2) Local Retail District	Shopping Center

**REQUEST:** Approval of an amendment to PD-52 to allow Home Depot on-site truck and panel van rentals as an accessory use

**PROPOSED USE:** On-site truck and panel van rentals as an accessory use for Home Depot (a home improvement retail store)

**ACRES/LOTS:** Approximately 12.4 acres/1 lot

**LOCATION:** 2011 Keller Springs Road

**HISTORY:**

- PD-52 was established in 1978.
- Albertson's Shopping Center was constructed in 1986.
- The U.S. Post Office was constructed in 1988.
- PD-52 was amended in 2002 to allow the construction of Home Depot with modified development standards (Ordinance No. 2721).
- PD-52 was amended in 2014 to allow approximately 14,315 square feet of outdoor display and sales area of garden products, plants, sheds, palletized garden merchandise and other similar displays.

**COMPREHENSIVE PLAN:** Medium Intensity Commercial Uses

**THOROUGHFARE  
PLAN:**

- Josey Lane and Keller Springs Road are designated as (A6D) six-lane, divided arterials
- Jackson Road is designated as a (C4U) four-lane, undivided collector

**OWNER:**

HD Development Properties, LP

**REPRESENTED  
BY:**

Scott Mommer, P.E.

## STAFF ANALYSIS

### PROPOSAL

This is a request to amend PD-52 to allow Home Depot on-site truck and panel van rentals as an accessory use.

### ELEMENTS TO CONSIDER

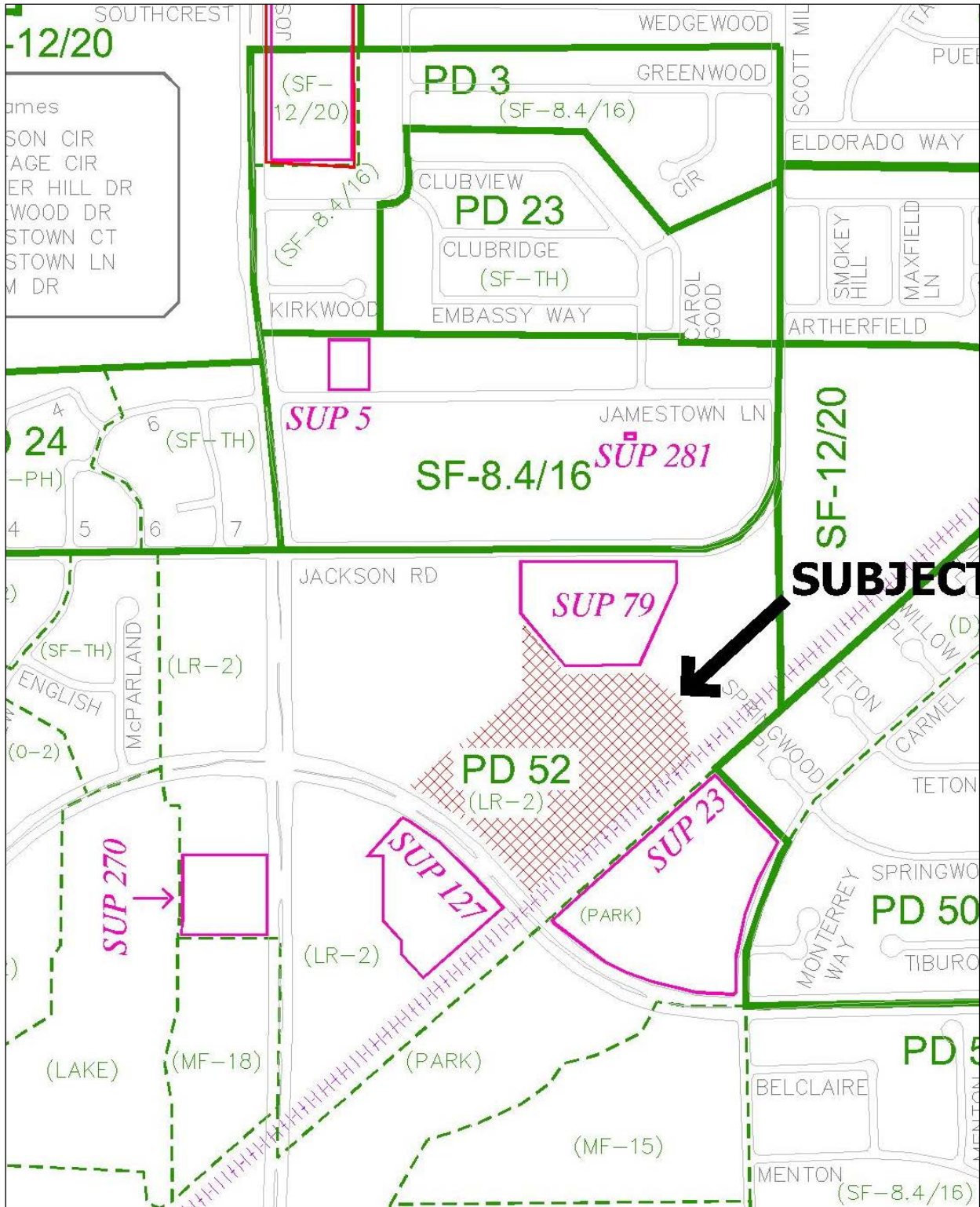
PD-52 was amended in 2014 to allow Home Depot approximately 14,315 square feet of outdoor display and sales area of garden products, plants, sheds, palletized garden merchandise and other similar displays with stipulations. The following stipulations were not observed:

- 1. The existing sign on Keller Springs Road shall be replaced with a masonry sign meeting the current requirements of the Carrollton Sign Ordinance.*
- 2. The shed and trailer display area shall be limited to the area designated as Outdoor Sales Area B. A landscape screen consisting of four three-inch caliper shade trees spaced at a maximum of 40 feet on center and a hedge row consisting of 40 five-gallon shrubs planted a maximum of four feet on center shall be provided along the north side of the shed and trailer display area as shown on the Conceptual Landscape Plan.*

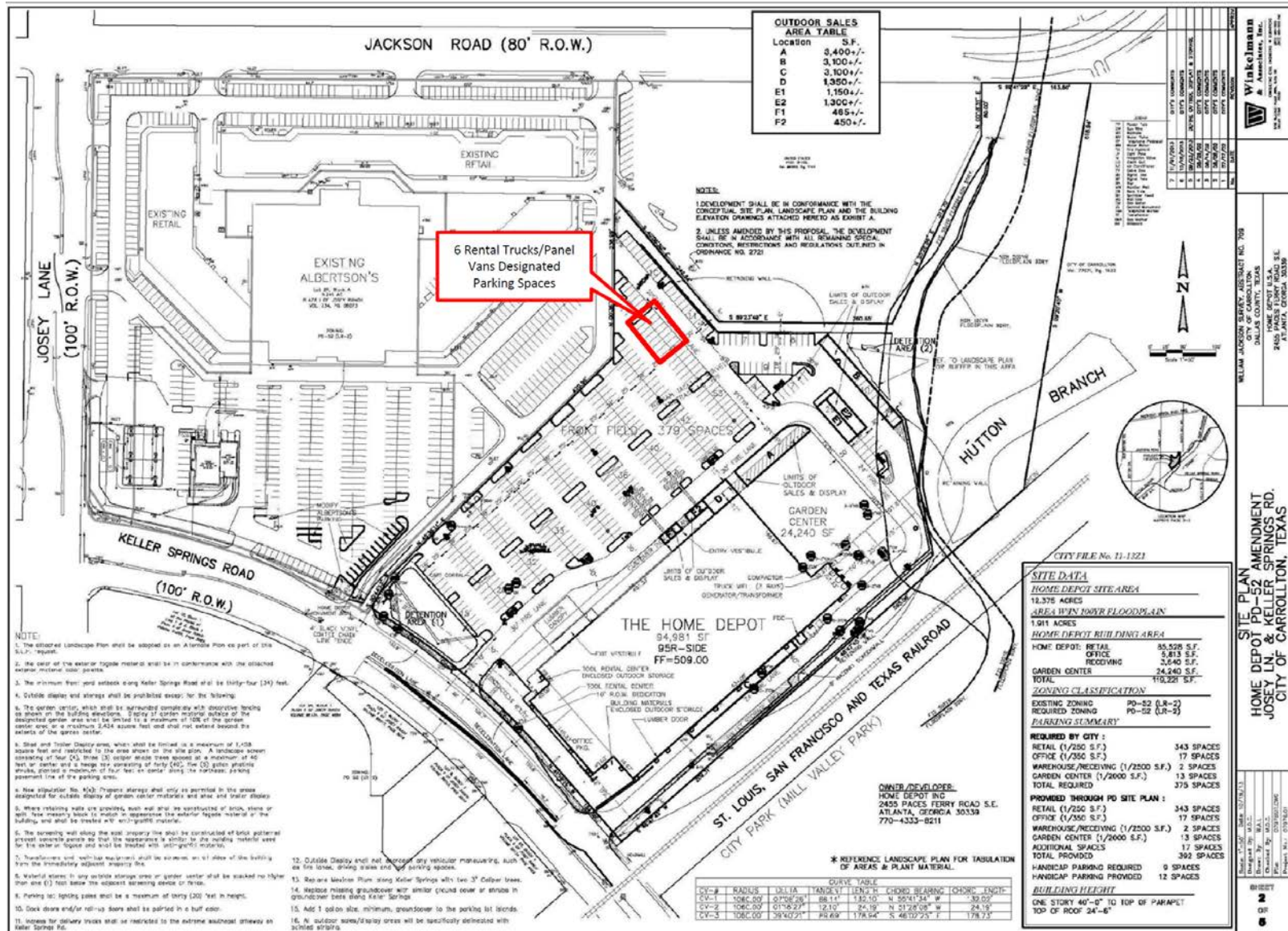
### CONCLUSION

Staff believes amending PD-52 to allow the accessory use of the property for truck and panel van rentals is acceptable with the executed stipulations.

**SITE LOCATION AND ZONING MAP**



# CONCEPTUAL SITE PLAN (TRUCK AND VAN RENTALS DISPLAY AREA)



**OUTDOOR SALES AREA TABLE**

Location	S.F.
A	3,400+/-
B	3,100+/-
C	3,100+/-
D	1,350+/-
E1	1,150+/-
E2	1,300+/-
F1	485+/-
F2	450+/-

**NOTES:**  
 1. DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE CONCEPTUAL SITE PLAN, LANDSCAPE PLAN AND THE BUILDING ELEVATION DRAWINGS ATTACHED HERETO AS EXHIBIT A.  
 2. UNLESS AMENDED BY THIS PROPOSAL, THE DEVELOPMENT SHALL BE IN ACCORDANCE WITH ALL REMAINING SPECIAL CONDITIONS, RESTRICTIONS AND REGULATIONS OUTLINED IN ORDINANCE NO. 2721

- NOTE:**
- The attached Landscape Plan shall be adopted as an Alternative Plan as part of this S.U.P. request.
  - The color of the exterior signage material shall be in conformance with the attached exterior signage color palette.
  - The minimum front yard setback along Keller Springs Road shall be thirty-four (34) feet.
  - Outside displays and storage shall be prohibited except for the following:  
 a. The garden center, which shall be signposted accordingly with a descriptive listing as shown on this plan as shown, 3 feet by 17 corner in-ground signage of the outdoor garden center shall be located in the garden center area, or a maximum 24x24 square feet shall not extend beyond the setback of the garden center.  
 b. Sign and Trailer Display area, which shall be limited to a maximum of 1,000 square feet and restricted to the area shown on the site plan. A landscape screen consisting of four (4) three (3) corner in-ground signage shall be located in the garden center and a hedge row consisting of forty (40) five (5) gallon plants shall be planted in a row of four feet in center along the setback parking pavement line of the parking area.  
 c. Sign and Trailer Display area, which shall be limited to a maximum of 1,000 square feet and restricted to the area shown on the site plan. A landscape screen consisting of four (4) three (3) corner in-ground signage shall be located in the garden center and a hedge row consisting of forty (40) five (5) gallon plants shall be planted in a row of four feet in center along the setback parking pavement line of the parking area.
  - New signposts (No. 814): Signposts shall only be permitted in the area designated for outside display of garden center materials and sign and trailer storage.
  - Where retaining walls are provided, such wall shall be constructed of brick, stone or with face masonry blocks in pattern to approximate the exterior facade material of the building and shall be finished with exterior-grade masonry.
  - The screening wall along the east property line shall be constructed of brick patterned concrete masonry blocks so that the appearance is similar to the existing masonry wall for the exterior display and shall be finished with exterior-grade masonry.
  - Trailer storage and wall-hung equipment shall be screened on all sides of the building from the immediately adjacent property line.
  - Outside display shall not encroach any vehicular maneuvering, such as the lanes, driving areas and the parking spaces.
  - Repair location along Keller Springs with two (2) 3" galvanized pipes.
  - Replace missing groundcover with similar ground cover or shrubs in groundcover been along Keller Springs.
  - Add 1 gallon size, minimum, groundcover to the parking lot islands.
  - All outdoor areas/display areas will be specifically delineated with painted striping.

**CITY FILE No. 11-1321**

**SITE DATA**

HOME DEPOT SITE AREA  
18.376 ACRES

AREA WITH 100% FLOODPLAIN  
1.911 ACRES

HOME DEPOT BUILDING AREA

HOME DEPOT: RETAIL	85,526 S.F.
OFFICE	5,813 S.F.
RECEIVING	3,640 S.F.
GARDEN CENTER	24,240 S.F.
<b>TOTAL</b>	<b>119,219 S.F.</b>

**ZONING CLASSIFICATION**

EXISTING ZONING	PD-82 (LR-2)
REQUIRED ZONING	PD-52 (LR-2)

**PARKING SUMMARY**

**REQUIRED BY CITY:**

RETAIL (1/2500 S.F.)	343 SPACES
OFFICE (1/2500 S.F.)	17 SPACES
WAREHOUSE/RECEIVING (1/2500 S.F.)	2 SPACES
GARDEN CENTER (1/2000 S.F.)	13 SPACES
<b>TOTAL REQUIRED</b>	<b>375 SPACES</b>

**PROVIDED THROUGH PD SITE PLAN:**

RETAIL (1/2500 S.F.)	343 SPACES
OFFICE (1/2500 S.F.)	17 SPACES
WAREHOUSE/RECEIVING (1/2500 S.F.)	2 SPACES
GARDEN CENTER (1/2000 S.F.)	13 SPACES
<b>ADDITIONAL SPACES</b>	<b>17 SPACES</b>
<b>TOTAL PROVIDED</b>	<b>392 SPACES</b>

**HANDICAP PARKING REQUIRED: 9 SPACES**  
**HANDICAP PARKING PROVIDED: 12 SPACES**

**BUILDING HEIGHT**

ONE STORY 40'-0" TO TOP OF PARAPET  
 TOP OF ROOF: 24'-6"

**OWNER/DEVELOPER:**  
 HOME DEPOT INC.  
 2455 PAGES FERRY ROAD S.E.  
 ATLANTA, GEORGIA 30339  
 770-4333-9211

**REFERENCE LANDSCAPE PLAN FOR TABULATION OF AREAS & PLANT MATERIAL**

CV#	RAILS	DELTA	TANGENT	125% CHORD BEARING	CHORD	ENDIC
CV-1	106C-00	07-18-23	28.14	132.20	4	5051.14
CV-2	106C-00	07-18-23	12.10	24.19	N 21°28'08" W	24.19
CV-3	106C-00	39-02-21	49.69	178.64	S 46°12'25" E	178.73

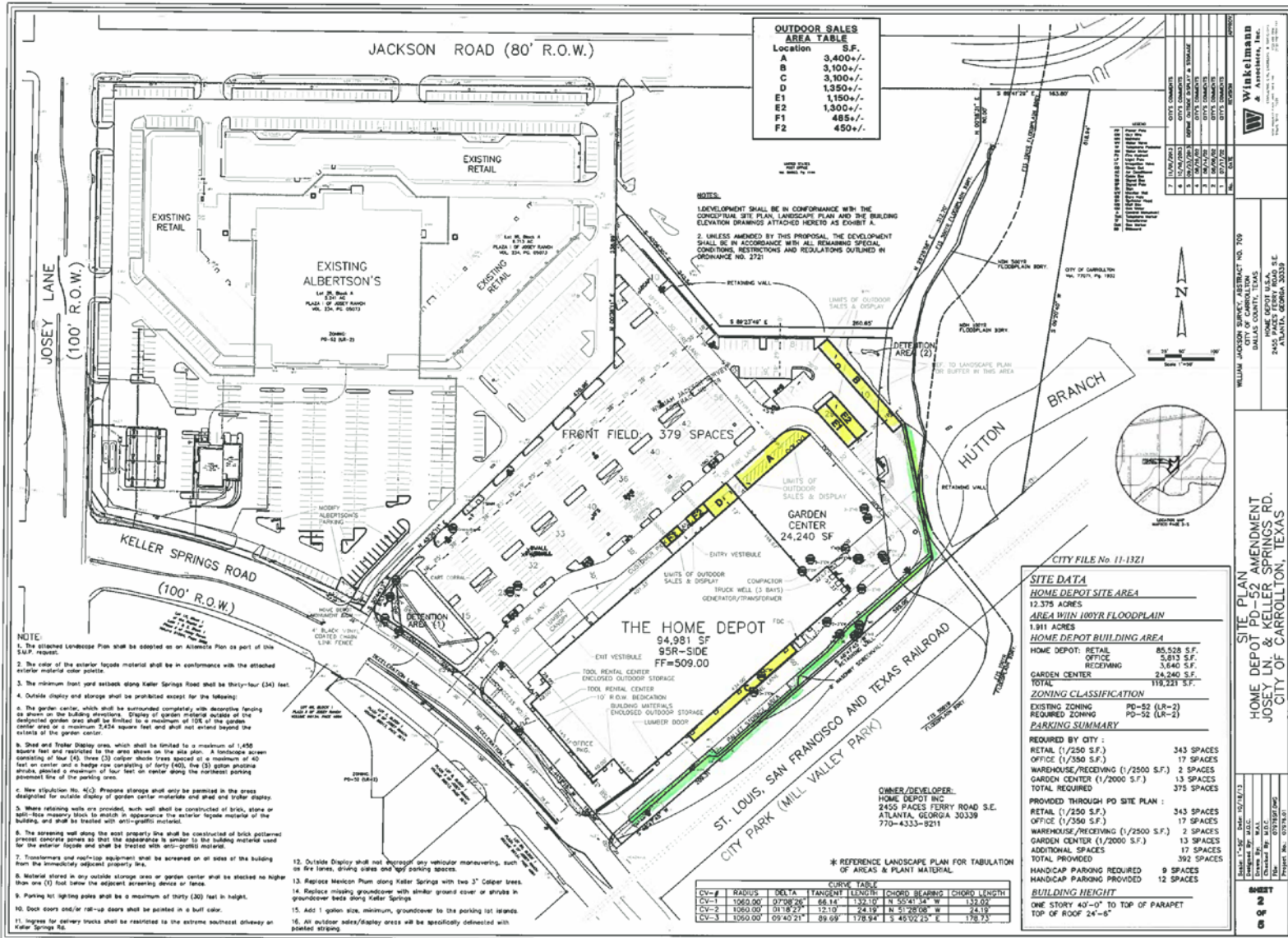
**Winkelmann & Associates, Inc.**  
 2455 PAGES FERRY ROAD, S.E.  
 ATLANTA, GEORGIA 30339  
 TEL: 770-433-9211  
 FAX: 770-433-9212  
 WWW.WINKELMANN.COM

**WILSON JACOBSON SURVEY, ABSTRACT NO. 702**  
 CITY OF CARROLLTON  
 DALLAS COUNTY, TEXAS  
 2455 PAGES FERRY ROAD, S.E.  
 CITY OF CARROLLTON, TEXAS

**SITE PLAN AMENDMENT**  
 JOSEY LANE & KELLER SPRINGS RD.  
 CITY OF CARROLLTON, TEXAS

Project No.: 20190101  
 Date: 11/15/2019  
 Sheet: 2 of 6

# CONCEPTUAL SITE PLAN (OUTDOOR DISPLAY AREAS APPROVED IN 2014)



**Excerpt from Draft Minutes  
Planning & Zoning Commission  
Meeting of April 7, 2016**

**Public Hearing To Consider And Act On An Ordinance To Amend the Zoning On An Approximately 12.4-Acre Tract Zoned PD-52 For The Local Retail District And Located On The North Side Of Keller Springs Road East Of Josey Lane To Amend Planned Development District 52 To Allow For Automobile Equipment & Rental, Amending The Official Zoning Map Accordingly. Case No. 04-16Z2 Home Depot. Case Coordinator: Michael McCauley.**

McCauley presented the case to allow a retail store to have on-site rental of trucks and panel vans as an accessory use. Staff recommended approval with stipulations. Lastly he advised that staff did not receive any comments on the case.

Dan Zoldak, 4694 W Jacquelyn Ave., Fresno, California, did not make a formal presentation; he stated that he read and understood the stipulations. Chair McAninch asked if he was aware that Stipulations 3, 4 and 5 were from the prior action by the Commission that have not yet been completed. Mr. Zoldak replied that he was and stated they had already made application regarding the sign and were moving forward to correct those items. He further stated that Home Depot and the staff understand that they must meet the stipulations and was willing to react on them immediately.

Kiser noted that the last time Home Depot was before the Commission, they had allowed an increase in outdoor display over the amount allowed by City ordinance. Yet Home Depot has violated the stipulations as they used even more outside storage than had been permitted. He was now concern about the current request for even more outside display area. He said the location they have chosen for the vans at the front door of the shopping center and also in the rear where traffic congestion and circulation is very confusing and dangerous. He noted that the applicant would not be allowed to use “for rent” signs or flags; he stated he has a real problem with them asking for more outside space when they have not complied with what was previously approved. He also noted that the area was very unsightly.

Mr. Zoldak stated they had already taken action to clean up the site. Kiser advised that he drove by an hour before the meeting and the place was filthy; he noted stacks of pallets and empty pots in violation; with sod, fertilizer and mulch stacked in areas that were not designated for outside storage or display. He recalled that during the previous request, they had agreed to having the allowable outdoor storage areas marked in yellow and crosshatched to clearly indicate where the locations were. Mr. Zoldak said he agreed with painting the ground where the storage area is. He also agreed to a stipulation that approval would be null and void unless adhered to prior to a certain date. He stated they met with the Planning staff to pick the best location for the parking of the vans and stated they were willing to consider other locations.

Daniel-Nix asked the applicant if he was saying that staff recommended the area for parking the vans and Mr. Zoldak clarified that they presented a plan and they didn't receive any comments about it, but they were open to other suggestions.

Kraus asked if the rental of the vehicles would operate out of the contractor area or the general area and Mr. Zoldak replied that he believed it was out of the contractor area but he was not entirely sure. Discussion ensued about where the rental trucks and vans could be stored.

McCauley stated the maximum box truck was 26' long not including the length of the cab and it would be difficult to park it along the northern most part where the wall is unless it was parallel parked.

Chair McAninch opened the public hearing and there were no speakers. She offered the applicant the opportunity for closing remarks.

Mr. Zoldak requested approval noting that they were willing to take care of the Commission's concerns.

Chair McAninch closed the public hearing.

Romo suggested that there were 12 spaces between rows 58 and 38 which were between two median islands that would be a good spot to allow for parking as well as circulation. He felt the two median islands would help block it off and designate the spot.

Chadwick suggested continuing the case to the May 5 meeting to garner consensus.

Kraus suggested a motion to approve with specific direction on the parking and a stipulation that all conditions must be adhered to prior to receiving the Certificate of Occupancy could be reached.

**\* Kraus moved approval of Case No. 04-16Z2 Home Depot with a stipulation that the parking for the rental vehicles be moved to that last full double row to the northeast and that it be between the second and third island and all of the other staff stipulations, and the stipulation that before they get a C.O., all the stipulations that they had before that they hadn't met have to be corrected; and that the parking spaces would be stripped off so it is clearly delineated; and that the public hearing be closed; second by Kiser.** Chair McAninch underscored to the applicant that all stipulations must be met before the C.O. would be issued and if the applicant was unsure about the limits of the authorized outside area, he should speak with staff because a specific drawing exists indicating the areas. Mr. Zoldak stated he understood. Chair McAninch also stated that the six rental vehicles must be parked in those designated areas only at all times and asked the applicant if he understood. Mr. Zoldak replied affirmatively. **The motion was approved with a 6-2 vote (Sundaran and Daniel-Nix opposed, Nesbit absent)**



PLANNING DEPARTMENT  
City of Carrollton  
Date: 05/03/16

PLANNED DEVELOPMENT NO. 52  
DEVELOPMENT NAME: Home Depot

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

ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY AMENDING PLANNED DEVELOPMENT NUMBER 52 AS ESTABLISHED BY ORDINANCE NO. 3600 ON FEBRUARY 18, 2014 PROVIDING FOR THE (LR-2) LOCAL RETAIL DISTRICT WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

**WHEREAS**, at its regular meeting held on the Seventh day of April, 2016, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 04-16Z2); and

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

**WHEREAS**, this change of zoning will distinguish development standards specially applicable to the unique nature of the approximately 12.375-acre tract; and

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

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

**SECTION 1.**

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

**SECTION 2.**

Planned Development Number 52 is hereby amended in its entirety for a certain approximately 12.375-acre tract of land located on the north side of Keller Springs Road, east of Josey Lane, situated in the William Jackson Survey, Abstract No. 709, Dallas County, Texas, and more specifically described on the attached Exhibit A, providing for the following:

## I. Permitted Uses

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

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

## II. Additional Permitted Uses

Building Materials & Supplies Dealers  
(NAICS Code 4441)

Truck, Utility Trailer & RV Rental & Leasing  
(NAICS Code 53212)

## III. Special Development Standards

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

1. Minimum front yard setback along Keller Springs Road: thirty-four (34) feet.
2. Outside display and storage shall be permitted as follows:
  - a. Display and storage shall be in substantial conformance with the Conceptual Site Plan (Exhibit B).
  - b. The garden center as shown on the Conceptual Site Plan shall be surrounded completely with decorative fencing as shown on the Conceptual Building Elevation. Display of garden material outside of the designated garden area shall be limited to the area designated as Outdoor Sales Area A.

The decorative fencing shall consist of masonry/split face columns with black vinyl coated chain-link fencing, which shall have a maximum of one (1) inch openings up to the first ten (10) feet and a maximum of two (2) inch openings for the balance of the fencing.
  - c. The shed and trailer display area shall be limited to the area designated as Outdoor Sales Area B. A landscape screen consisting of four three-inch caliper shade trees spaced at a maximum of forty (40) feet on center and a hedge row consisting of forty (40) five (5)

- gallon shrubs planted a maximum of four (4) feet on center shall be provided along the north side of the shed and trailer display area as shown on the Conceptual Landscape Plan.
- d. Outdoor storage of materials shall be permitted behind the building in the area designated as Outdoor Storage Area C.
  - e. Seasonal plant display shall be permitted in the area designated as Outdoor Storage Areas D & E1.
  - f. Seasonal display and storage of bagged and palletized mulches, fertilizers, soils and similar materials shall be permitted in the area designated as Outdoor Sales Area E2.
  - g. Propane tank storage, as well as display of potted plants, grills, lawnmowers and similar seasonal items shall be permitted in the areas designated as Outdoor Sales Areas F1 & F2 on either side of the main entrance.
3. Brick Snaps™ or a similar system shall be permitted in lieu of brick as defined in the Comprehensive Zoning Ordinance as an exterior façade material.
  4. The minimum “brick” exterior façade content of the building shall be in accordance with the attached Conceptual Building Elevations.
  5. The minimum “brick” exterior façade content for the east building elevation shall be sixty five percent (65%) and the minimum “brick” exterior façade for the north building elevation shall be seventy seven percent (77%). The balance of the exterior façade material shall be a texture-coated finish of which the color shall match the brick color.
  6. Dock doors, doors and/or roll-up doors shall be painted in a buff color.
  7. Black vinyl coated chain-link fencing with a maximum of one-square-inch openings shall be allowed for the gates of the outside enclosed storage areas for the tool rental center and the building materials area.
  8. The screening wall along the east property line shall be constructed of brick, stone or brick patterned pre-cast concrete panels to match in appearance the exterior façade material of the building, and shall be treated with anti-graffiti material.
  9. Where retaining walls are provided, such walls shall be constructed of brick, stone or split-face masonry block to match in appearance the exterior façade material of the building, and shall be treated with anti-graffiti material.
  10. The metal roofing material on the lumber canopy and entry canopy shall be a metallic copper; however, in no instance shall it be painted with orange colored paint.
  11. All building signage shall consist of copper colored lettering.
  12. Building signage shall be prohibited on the north, south and east elevations on the building.
  13. Ingress for delivery trucks shall be restricted to the most southerly driveway.
  14. The most northerly driveway shall have a minimum of one hundred fifteen (115) feet of internal storage.
  15. The most northerly driveway shall be striped to provide two (2) outbound lanes and one (1) inbound lane. The outbound lanes shall consist of an exclusive right-turn lane and a through/left

lane. The internal striping of these lanes shall extend a minimum of seventy five (75) feet into the site.

16. The center driveway shall have a minimum of fifty five (55) feet of internal storage.
17. The existing monument sign on Keller Springs Road shall be replaced with a masonry sign meeting the current requirements of the Carrollton Sign Ordinance.
18. On-site rental of trucks and panel vans as an accessory use shall be permitted as follows:
  - a. The maximum number of rental trucks and panel vans that will be stored at the site is six (6).
  - b. All trucks will be parked within the defined stalls as shown on the Conceptual Site Plan (Exhibit B).
19. All missing and dead landscaping shall be replaced. The applicant shall submit a landscape plan to the City Arborist for review and permitting.
20. Development shall be in compliance with all special conditions, restrictions and regulations listed in this ordinance prior to receiving a new Certificate of Occupancy for the additional use of truck and panel van rentals.

### SECTION 3.

Development shall be in conformance with the conceptual site plan, landscape plan, building elevation drawings and exterior material color palette attached hereto as Exhibits B, C, D and E, respectively.

### SECTION 4.

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

### SECTION 5.

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

### SECTION 6.

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

### SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED this the Third day of May, 2016

CITY OF CARROLLTON

By: \_\_\_\_\_  
Matthew Marchant, Mayor

ATTEST:

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

APPROVED AS TO FORM:

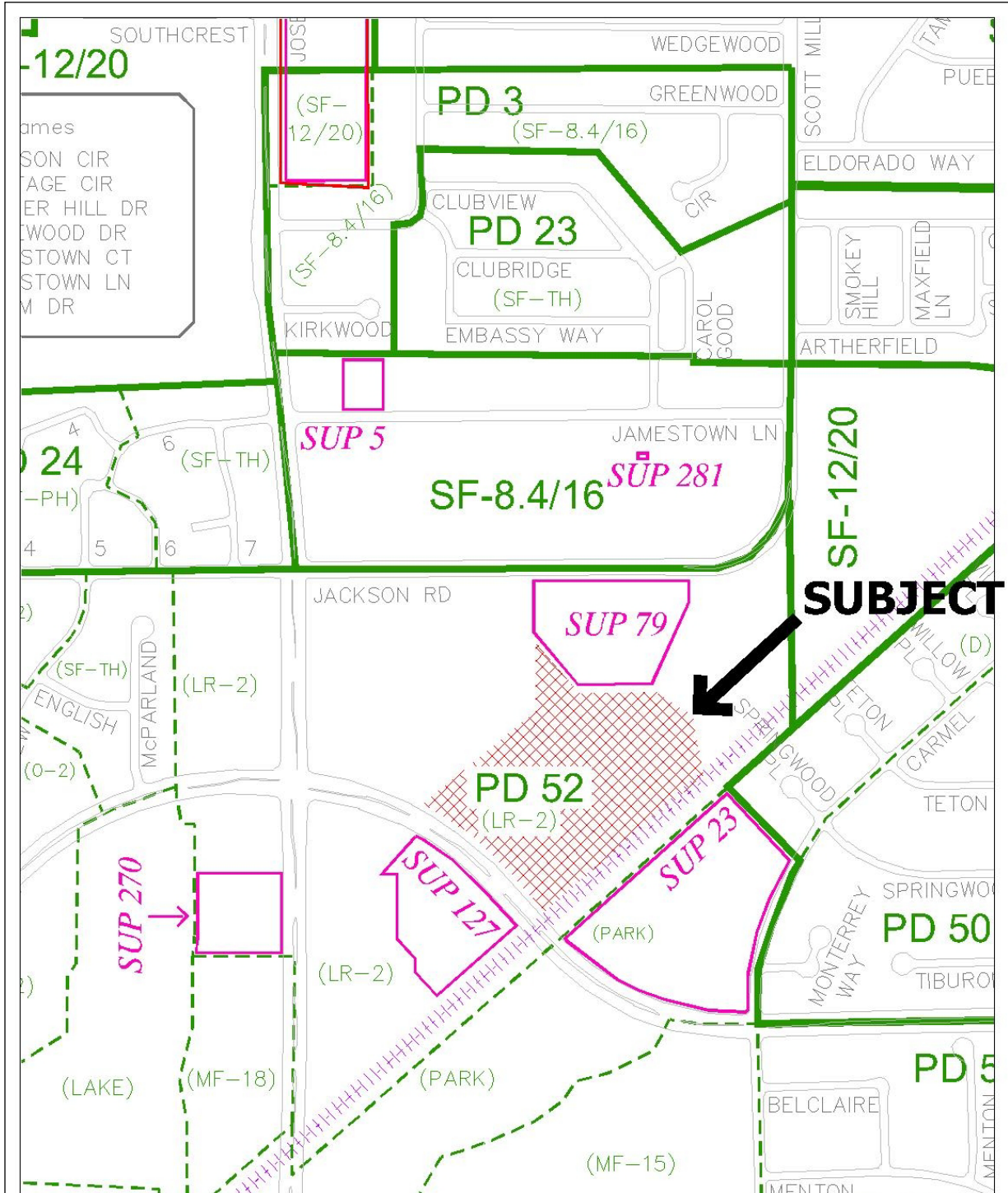
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

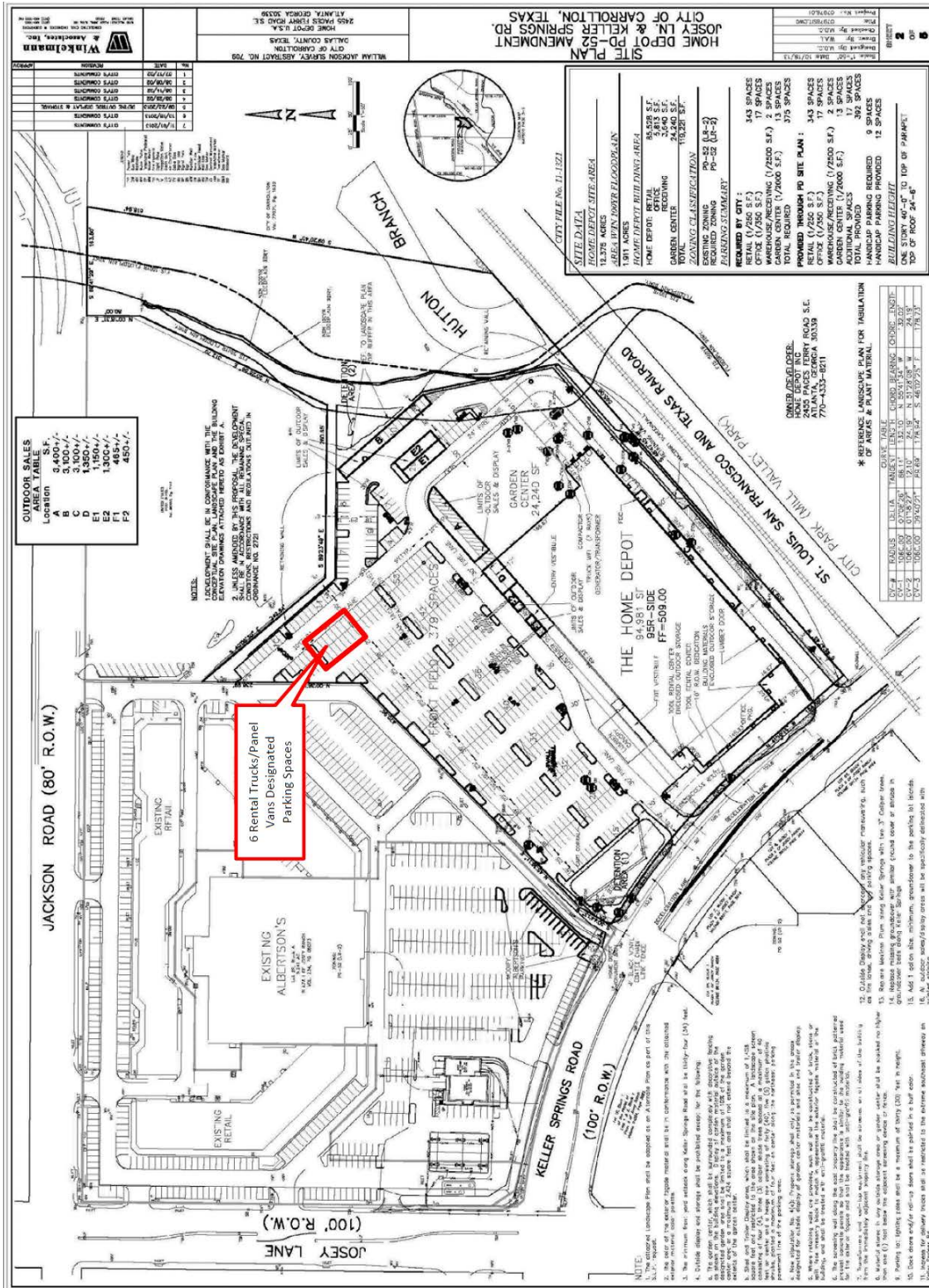
\_\_\_\_\_  
Michael McCauley  
Senior Planner

**EXHIBIT A**  
**Legal Description and Map**

**LOT 1R, BLOCK A**  
**PLAZA 1 OF JOSEY RANCH PHASE IV ADDITION**



## EXHIBIT B Conceptual Site Plan



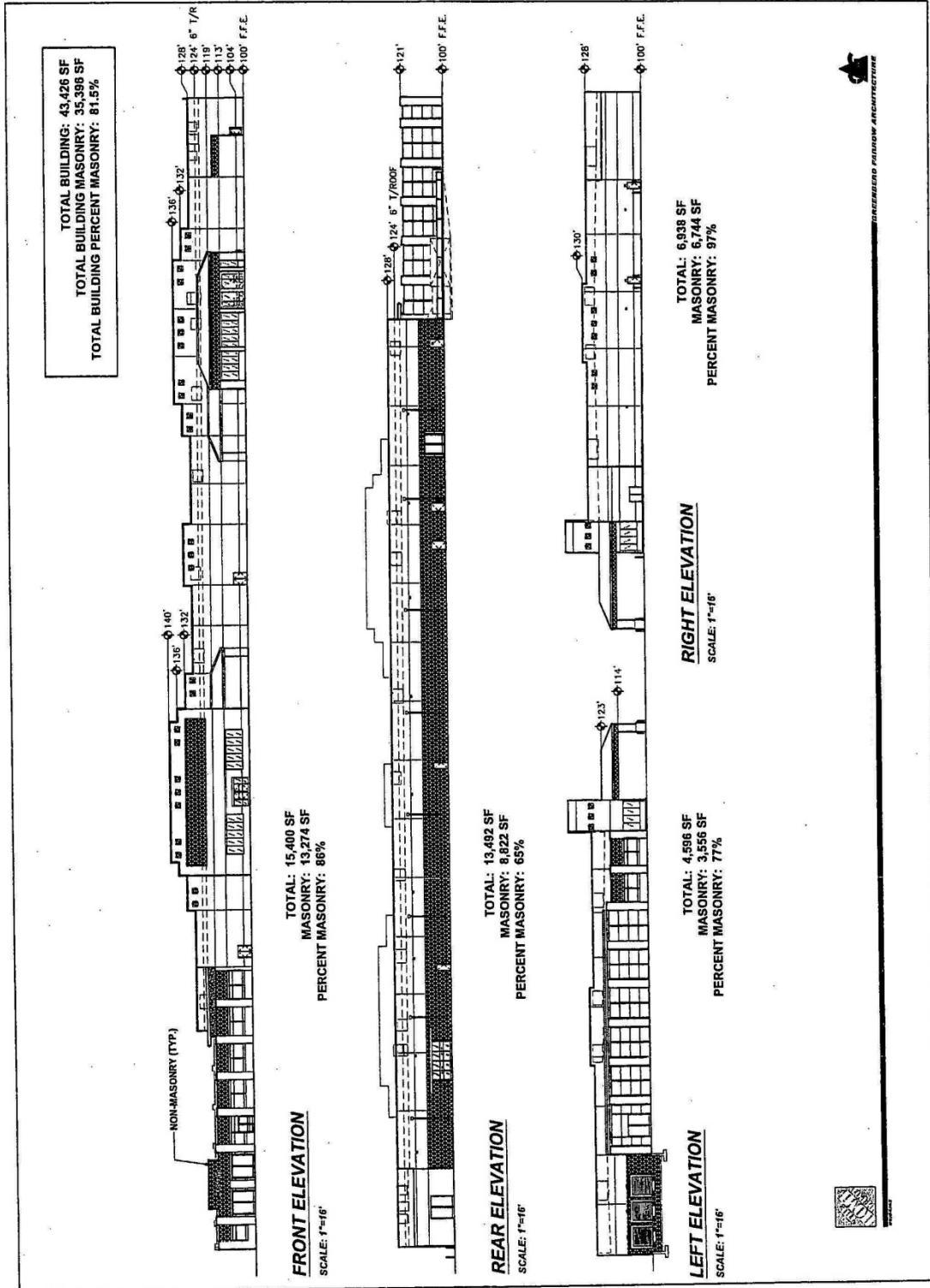




# EXHIBIT D

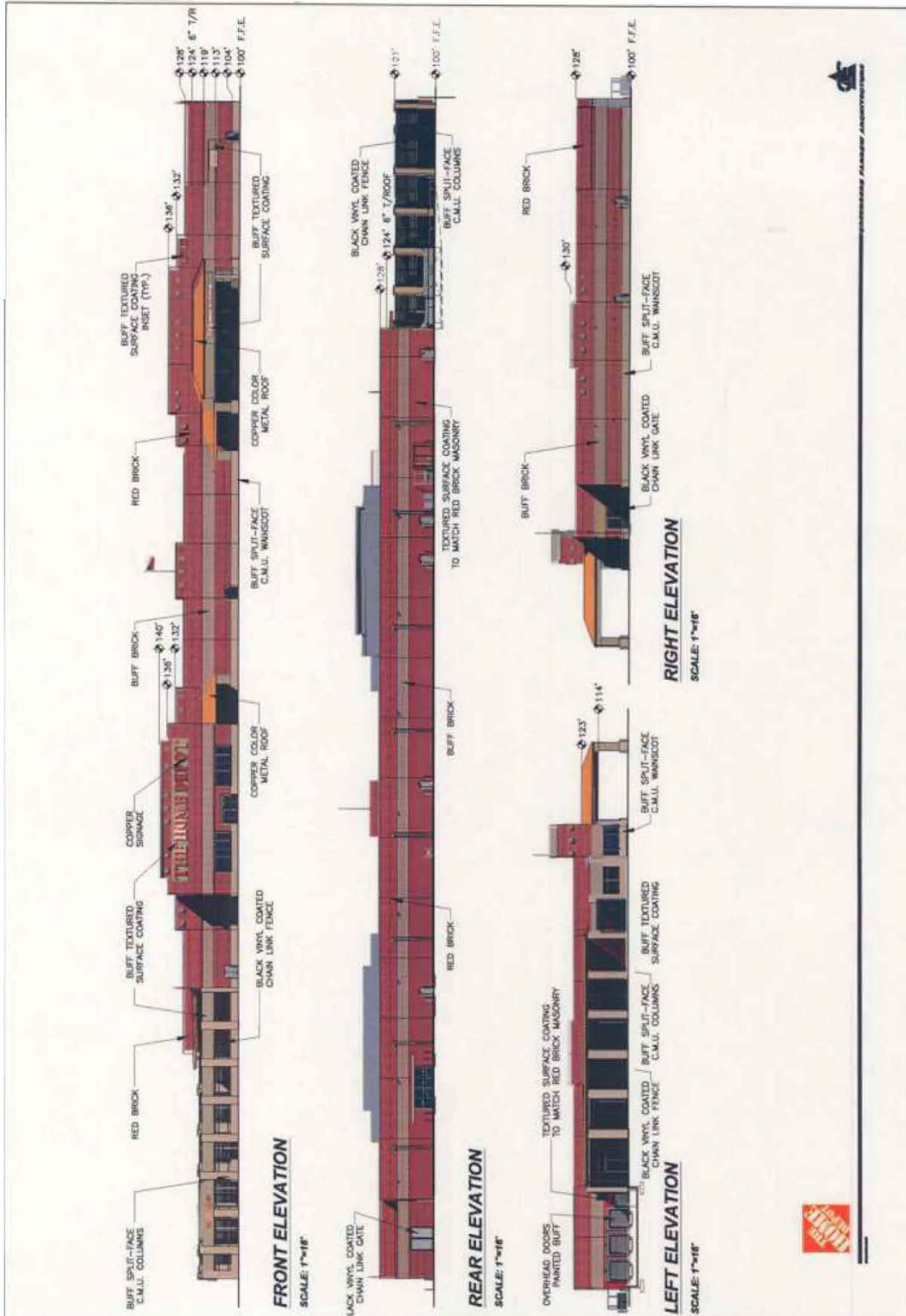
## Sheet 1 of 2

### Conceptual Building Elevation Drawings










# EXHIBIT D



## Sheet 1 of 2 Conceptual Building Elevation Drawings (color)



### EXHIBIT E

#### Conceptual Exterior Material Color Palette

			
<b>RED BRICK</b>	<b>BUFF BRICK</b>	<b>BUFF SPLIT-FACE C.M.U. WAINSCOT</b>	<b>COPPER FINSH FOR METAL ROOF AND SIGNAGE</b>
			
<b>TEXTURED SURFACE COATING TO MATCH RED BRICK MASONRY</b>	<b>TEXTURED SURFACE COATING TO MATCH BUFF BRICK MASONRY</b>	<b>PRECAST RED BRICK FOR SCREEN WALL</b>	

 **Exhibit E** 





# City of Carrollton

## Agenda Memo

File Number: 2610

**Agenda Date:** 5/3/2016

**Version:** 1

**Status:** Public  
Hearing/Individual  
Consideration

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** 28.

**CC MEETING:** May 3, 2016

**DATE:** April 22, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Michael McCauley, Senior Planner

Hold A Public Hearing And Consider An Ordinance Amending The Zoning On An Approximately 15.5-Acre Tract Located At The Southeast Corner Of Parker Road And Dozier Road To Repeal Planned Development District 170 (PD-170) In Its Entirety And To Amend Planned Development District 179 (PD-179) To Encompass The Area Of PD-170 To Allow For Single-Family Residential Development With Modified Development Standards; And Amending The Official Zoning Map Accordingly. Case No. 02-16Z1 Parker At Dozier (Zoning). Case Coordinator: Michael McCauley.

**BACKGROUND:**

This is a request to change the zoning on two tracts from two planned development districts (PD-170 and PD-179) for the (LR-1) Local Retail and (O-4) Office Districts to a planned development district for the (SF-5/12) and (SF-PH) Single-Family Residential Districts. To accomplish this, PD-170 will be repealed in its entirety and PD-179 will be modified to include the entire area.

A companion case to amend the Comprehensive Plan for the subject tracts is also on this agenda (Case No. 02-16MD1 Parker at Dozier - Comp Plan).

**STAFF RECOMMENDATION/ACTION DESIRED:**

On March 3, 2016 the Planning & Zoning Commission recommended **APPROVAL** of Single-Family Residential District on the subject site with all the elements contained in the case report. The attached ordinance reflects the action of the Commission. Although no public opposition has been received, the action by the Commission was not unanimous. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

**RESULT SHEET**

**Date:** 05/04/16

**Case No./Name:** 02-16Z1 Parker at Dozier (Zoning)

**A. STIPULATIONS AND RECOMMENDATIONS**

Staff recommends **APPROVAL** of single family residential zoning on the subject site as it appears more appropriate than the current retail and office zoning. The Commission should consider all the elements presented and consider whether the requested development standards are appropriate and consistent with City Council direction regarding residential subdivisions.

**B. P&Z ACTION** from P&Z meeting: 02/04/16

Result: **CONTINUED** to the March 3, 2016 meeting/Vote: 6 – 0 (McAninch, Nesbit & Romo absent)

**C. P&Z ACTION** from P&Z meeting: 03/03/16

Result: **APPROVED** /Vote: 5 – 3 (Nesbit absent; Averett, Chadwick & Romo opposed)

**D. CC PUBLIC HEARING** from CC meeting: 05/03/16

Result: /Vote:

**ZONING**

Case Coordinator: Michael McCauley

**GENERAL PROJECT INFORMATION**

**SITE ZONING:** PD-170 for the (O-4) Office District and PD-179 for the (LR-1) Local Retail and (O-4) Office Districts

	<b><u>SURROUNDING ZONING</u></b>	<b><u>SURROUNDING LAND USES</u></b>
NORTH	Town of Hebron	Retail and light manufacturing uses (across Parker Road)
SOUTH	Town of Hebron	Light commercial uses
EAST	City of Plano	Single family townhouse (across the BNSF Railroad)
WEST	Town of Hebron	Light commercial uses and vacant (across Dozier Road)

**REQUEST:** Request to change the zoning on two tracts totaling approximately 14.6 acres from two planned development districts (PD-170 and PD-179) for the (LR-1) Local Retail and (O-4) Office Districts to a planned development district for the (SF-5/12) and (SF-PH) Single-Family Residential Districts. To accomplish this, PD-170 will be repealed in its entirety and PD-179 will be modified to include the entire area.

**PROPOSED USE:** Single-family homes

**ACRES/LOTS:** Approximately 15.5 acres/2 tracts (unplatted)

**LOCATION:** Southeast corner of Parker Road and Dozier Road

**HISTORY:**

- The two parcels were annexed into Carrollton in 1999 and 2006.
- The two parcels have never been subdivided into lots of legal record.
- Except for “rural” and semi-rural commercial uses, the two parcels have never expanded it use.
- PD-170 was established in 2004 (amended twice in 2008); prior to this, the property was zoned for the (CC) Corporate Commercial District.
- PD-179 was established in 2006 (amended once in 2008) upon it’s annexation into Carrollton.

**COMPREHENSIVE PLAN:** The Comprehensive Plan designates the property for PD-170 for Mixed Uses, and for PD-179 for Medium Intensity Office uses.

**TRANSPORTATION PLAN:** Parker Road is designated as an (A6D) Six-Lane Divided Arterial. Dozier Road and Culpepper Road are both local streets.

**OWNER:** WJ Family, L.P. and Kelspar, LLC

**REPRESENTED BY:** Taylor Duncan Interests



## **STAFF ANALYSIS**

### **PROPOSAL**

This is a request to change the zoning on the subject property from retail and office uses to allow for the development of a single-family residential subdivision.

The applicant is requesting several alternatives (modifications) to the requirements of the Comprehensive Zoning Ordinance and Comprehensive Subdivision Ordinance.

### **CURRENT ORDINANCE REQUIREMENTS**

The subject tracts are currently zoned PD-170 for the (O-4) Office District (southern portion of the two sites) and PD-179 for the (LR-1) Local Retail and (O-4) Office Districts. Each of the two PD ordinances have very specific site plans and elevation drawings attached, which severely limit development. The ordinances were based on specific development proposals which were never realized. Staff has received very few inquiries regarding commercial development for these tracts since the current zoning was established. Therefore, office and light retail uses at this location no longer appear to be an appropriate at this time. See the companion case in this agenda for further discussion.

### **ELEMENTS TO CONSIDER:**

Approximately 101 new residential lots would be created. Note that the applicant is still determining whether a detention area will be required within the subdivision. If required, at least two lots would likely be removed to accompany said detention area.

- The amended Planned Development District (PD-179) would be based on the (SF-5/12) and (SF-PH) Single-Family Residential Districts. The intent of this “blended” zoning would be to allow for a greater variety of floor plans and thus building appearance in the subdivision. At the time of platting, areas for patio homes would be identified on the plat.
- The new residential development will not be designed with alleys and will have front-loaded garages. The lots would be a minimum of 45 feet wide and generally 90 feet deep (with lots on “eyebrows” around cul-de-sacs being a minimum of 80 feet deep and 35 feet wide at the setback line).
- The home facades would exceed the minimum brick/masonry content of 70% as required by the (SF-5/12) Single Family Residential District. The applicant is proposing a minimum masonry content of 90% for each front façade and for each rear façade that abuts Parker, Dozier and Culpepper. The remaining side and rear facades would meet the minimum standard requirement of 70%.
- City utilities (water and sewer) can accommodate the proposed development.
- There is a “wedge” of land near the northeast corner of the site, abutting Parker Road which was not annexed in 2006. This “wedge” is significantly encumbered by an underground gas easement and homes cannot be built upon it. The applicant proposes to bring that property

into Carrollton and incorporate it into the project to serve as green space. Further, the applicant's subdivision proposal includes a 50 ft. R-O-W along the southern border which will result in the southern half (25 ft.) of the R-O-W to be annexed and dedicated with the final plat approval.

- A Preliminary Plat application is scheduled for consideration by the Planning & Zoning Commission on May 5, 2016.

The applicant is requesting a number of alternatives to the standard subdivision design requirements. These are listed below (copied from the applicant's original application) with staff comments following in italics.

**General & Lot Design:**

1. No alleys will be required.  
*and...*
2. Minimum lot width for single-family detached lots shall be 45 feet except for lots on cul-de-sacs and around "eyebrows," which may be a minimum of 35 feet.  
*City Council has approved a single family subdivision in the recent past with lot widths less than 50 feet with no alleys (see Case No. 11-15Z2 Singer Ranch). That subdivision had lots as small as 41 feet in width.*
3. Minimum lot depth for single-family detached lots shall generally be 90 feet, with lots on "eyebrows" and cul-de-sacs having a minimum lot depth of 80 feet.  
*City standard for the (SF-5/12) and (SF-PH) districts are both 90 feet.*
4. Minimum lot area for single-family detached lots shall be 4,100 square feet.  
*City standard for the (SF-5/12) and (SF-PH) district are both 5,000 square feet.*
5. Minimum front yard setback shall be 11 feet, provided however that garage doors shall be set no less than twenty (20) feet from the property line.  
*City standard for the (SF-5/12) and (SF-PH) districts are both 20 feet. However, City Council recently approved front yard setbacks of 11 feet in the Singer Ranch case, provided that the garage door was set back further.*
6. Minimum side yard setbacks not abutting a street shall be set to maintain a total distance between homes of at least 10 (ten) feet. This may be accomplished by abutting lots having side setbacks of "zero and ten," "five and five" or "three and seven."  
*City standard for the (SF-5/12) district is 5 feet on each lot, resulting in a total of 10 feet between homes. The standard for the (SF-PH) "patio home" district is "three and seven" resulting in ten feet between homes.*
7. Minimum side yards abutting streets shall in all cases be 11 (eleven) feet.

*City standard for the (SF-5/12) district is fifteen feet. City Council has approved a single family subdivision in the recent past with a side yard setback abutting local streets of 11 feet (see Case No. 11-15Z2 Singer Ranch).*

8. On corner lots, the “corner clips” shall not be considered when measuring setbacks.

*Because the street rights-of-way are proposed to be narrower than standard (41 feet, rather than 50 feet), the “corner clips” are being made larger to compensate (10 feet, rather than 5 feet). These larger corner clips will encroach into the buildable area where a standard corner clip would not. Not considering the corner clips when measuring setbacks will mitigate this effect.*

### **Lanscaping:**

9. Perimeter screening/fencing around the subdivision shall consist of a combination of solid masonry along Dozier Road, and solid masonry with periodic ornamental steel fence sections along Parker Road. Perimeter screening/fencing along Culpepper Road may consist of an opaque wooden fence with masonry columns.

*and...*

10. A minimum 15-foot wide landscaping buffer will be provided along Parker Road and Dozier Road. Landscaping along **Parker Road** will consist of two shade trees for each 100 linear feet or fraction thereof, two ornamental trees for each 100 linear feet or fraction thereof, and 65 shrubs or ornamental grasses for each 100 linear feet or fraction thereof. Additionally, groundcover or decomposed granite and ornamental boulders will be provided in the landscaping buffer.

*Landscaping along **Dozier Road** and **Culpepper Road** will consist of one shade tree for each 40 linear feet or fraction thereof.*

*The intent of the applicants request is to focus attention to the Parker Road side of the subdivision. Along that frontage, ornamental steel fencing will be placed along the right-of-way adjacent to the “wedge” (not currently in the City of Carrollton) allowing for some visual penetration into this green space area.*

*One ornamental steel fence section will also be placed along Dozier Road, at the end of a cul-de-sac. Again, this will allow for some visual interest and sight into the subdivision.*

*Note that the “base” zoning ordinance does not require the 15-foot landscape buffer (although that has become a routine element of single-family planned developments) and the most recently-approved zoning case (Case No. 11-15Z1 Singer Ranch) required a minimum fifteen-foot buffer as measured back of curb (meaning that in many areas, the landscape buffer may be in the public right-of-way).*

*Previous single-family planned developments have called for the following in the 15-foot landscape buffer: two shade trees for each 50 linear feet, three ornamental trees for each 100 linear feet and 34 shrubs or ornamental grasses for each 100 linear feet.*

*Note also that subdivision perimeter screening walls are required by the Comprehensive Subdivision Ordinance (Article 11 Construction & Improvements, Section F Screening*

*Walls), but only where a subdivision abuts a Freeway Frontage Road, Arterial Thoroughfare, or a Major or Residential Collector Street. While Parker Road (FM 544) is designated as an Arterial Thoroughfare on the Carrollton Transportation Plan, Dozier and Culpepper Roads are both “local” streets and so would not normally require a screening wall or a landscape buffer.*

11. Parkland dedication “fees-in-lieu-of” shall be \$300 per lot.

*This site is located in an area which was not originally contemplated for single-family residential development. Accordingly, the “fee-in-lieu-of” for this area is only \$170 per unit. Most of the rest of Carrollton has a fee of \$300 per unit.*

12. The main entry monument sign, fronting Parker Road just east of “Street A” as shown on the Conceptual Site & Landscape Plan, shall be allowed to extend to the Parker Road right-of-way line.

*The City standard is that monument signs must be at least 25 feet “back of curb.” In this instance, the proposal would place the sign approximately 17 feet from the back of the Parker Road curb. This location is being requested due to the existing gas line easement.*

13. Along the Burlington Northern & Santa Fe Railroad, a wooden privacy fence shall be installed and maintained by the homeowners association.

#### **Streets:**

14. Streets shall be designed with a 41-foot street right-of-way, a 31-foot “back-to-back” pavement cross section and a 6-foot easement on either side of the street containing sidewalks and utilities.

*City Council has recently approved this street design (see Case No. 11-15Z1 Singer Ranch). As part of that approval, the developer was required to create easements on the lots to accommodate some additional elements such as sidewalks and some utilities. Thus, the total “usable” width exceeded the standard city right-of-way width.*

*Note that the applicant is proposing “stand up” curbs instead of the “roll-over” curbs previously approved. Staff recommends this, as the sidewalk will be placed abutting the back of the curb, and a “stand up” curb will discourage people parking on the sidewalk.*

*Placing the sidewalk abutting the curb, rather than several feet away from it, will increase the apparent size of the front yard.*

15. Along Parker Road a minimum four-foot-wide sidewalk shall be constructed.

*Technically the Parker Road right-of-way is in Hebron, not Carrollton. Therefore, Carrollton cannot require this. However, staff appreciates and supports this element offered by the applicant.*

#### **Homes:**

16. All garage doors shall be a decorative wood or “faux wood” paneled door.

*City Council has required this of recent “front loaded” homes.*

17. On driveways, allow the radius or flair point at the street of any single family driveway to extend beyond the property line.

*Due to the narrowness of the lots, certain lots at “elbows” and cul-de-sacs will be so narrow that their driveway “curb returns” (the curved parts that connect the driveway to the street) may extend in front of the neighboring lot. The Carrollton driveway ordinance does not allow this.*

18. At the time of home construction, home builders may plant one street tree in the front yard in order to satisfy tree mitigation requirements for the overall development. A minimum of one street tree will be planted for every two lots. Root barriers will be installed as required by the City of Carrollton General Design Standards based on location of the tree relative to the back of curb.

*Staff feels this is a worthwhile element which can enhance the streetscape interior to the subdivision.*

19. Maximum Building Coverage shall be 60%.

*City standard for the (SF-5/12) and (SF-PH) districts is 55%. This is requested to allow for larger, high-end homes.*

20. Minimum masonry content for all front facades shall be 90%. Minimum masonry content for facades abutting Parker Road, Dozier Road or Culpepper Road shall be 90%.

*City standard for the (SF-5/12) and (SF-PH) districts are both 70%.*

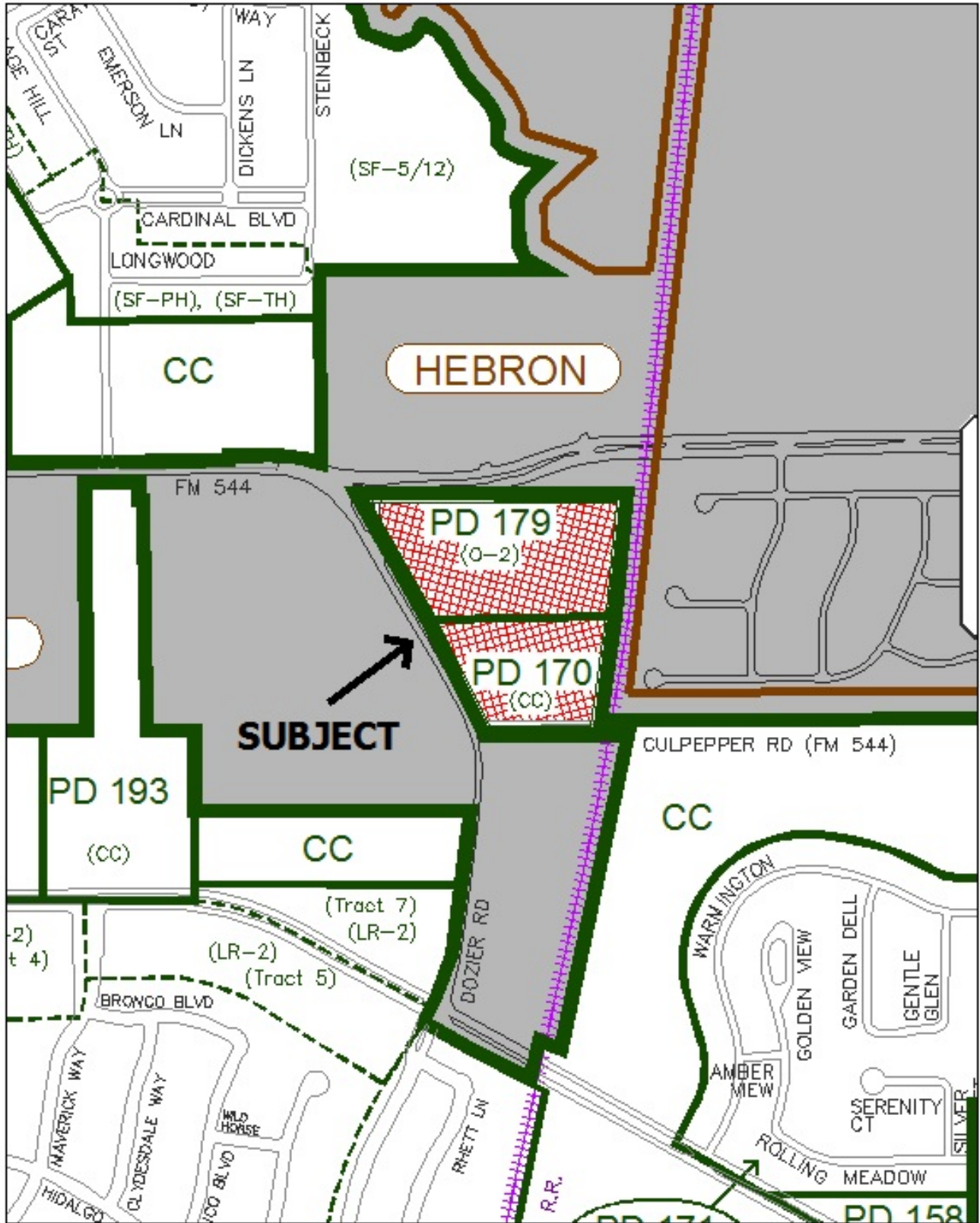
### **TRAFFIC IMPACT ANALYSIS**

Because the proposed change in zoning is considered a reduction in overall traffic demand, no Traffic Impact Analysis was warranted or requested by staff.

### **CONCLUSION**

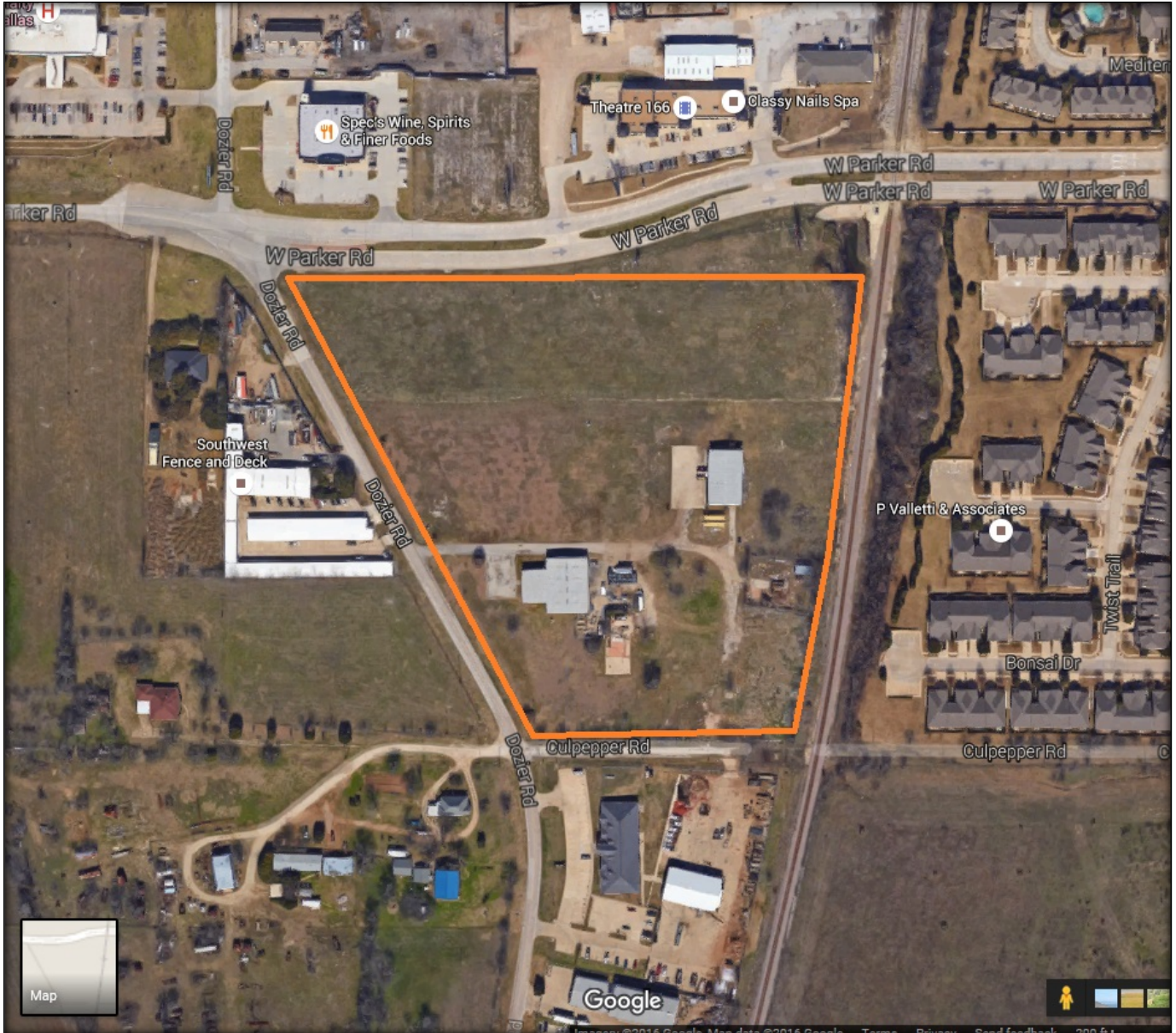
Staff feels the change in zoning is generally appropriate, subject to modification of any of the applicants requested stipulations and/or any additional stipulations the Commission feels are suitable.

**SITE LOCATION AND ZONING MAP**



**SUPPLEMENTARY INFORMATION**

Aerial Photo of the Site  
(Subject Property Outlined In Orange)



**APPLICANT'S EXHIBITS**  
Sample Home Elevations



**EXHIBIT E**  
CONCEPTUAL HOME ELEVATION (1 OF 4)

4640Dal - a - Dallas



**EXHIBIT E**  
CONCEPTUAL HOME ELEVATION (2 OF 4)

4644Dal - a - Dallas



**APPLICANT'S EXHIBITS**  
Sample Home Elevations



**EXHIBIT E**  
CONCEPTUAL HOME ELEVATION (4 OF 4)

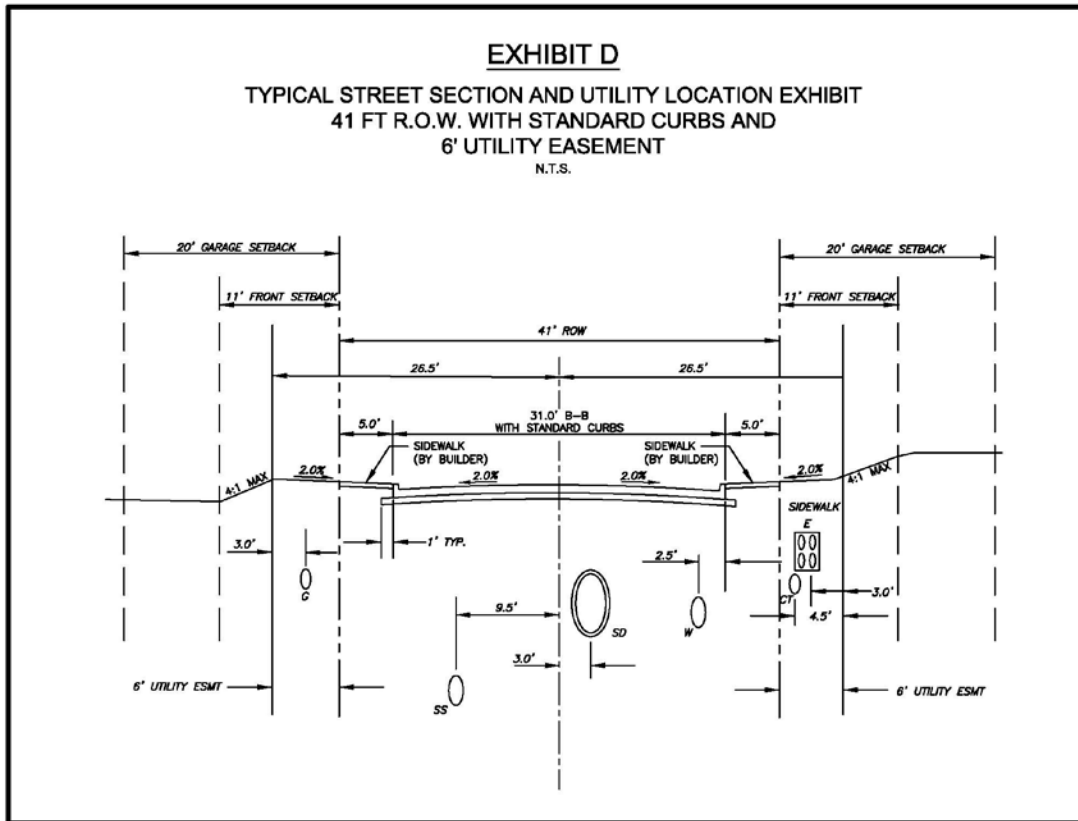
6356Dal - a - Dallas



**EXHIBIT E**  
CONCEPTUAL HOME ELEVATION (3 OF 4)

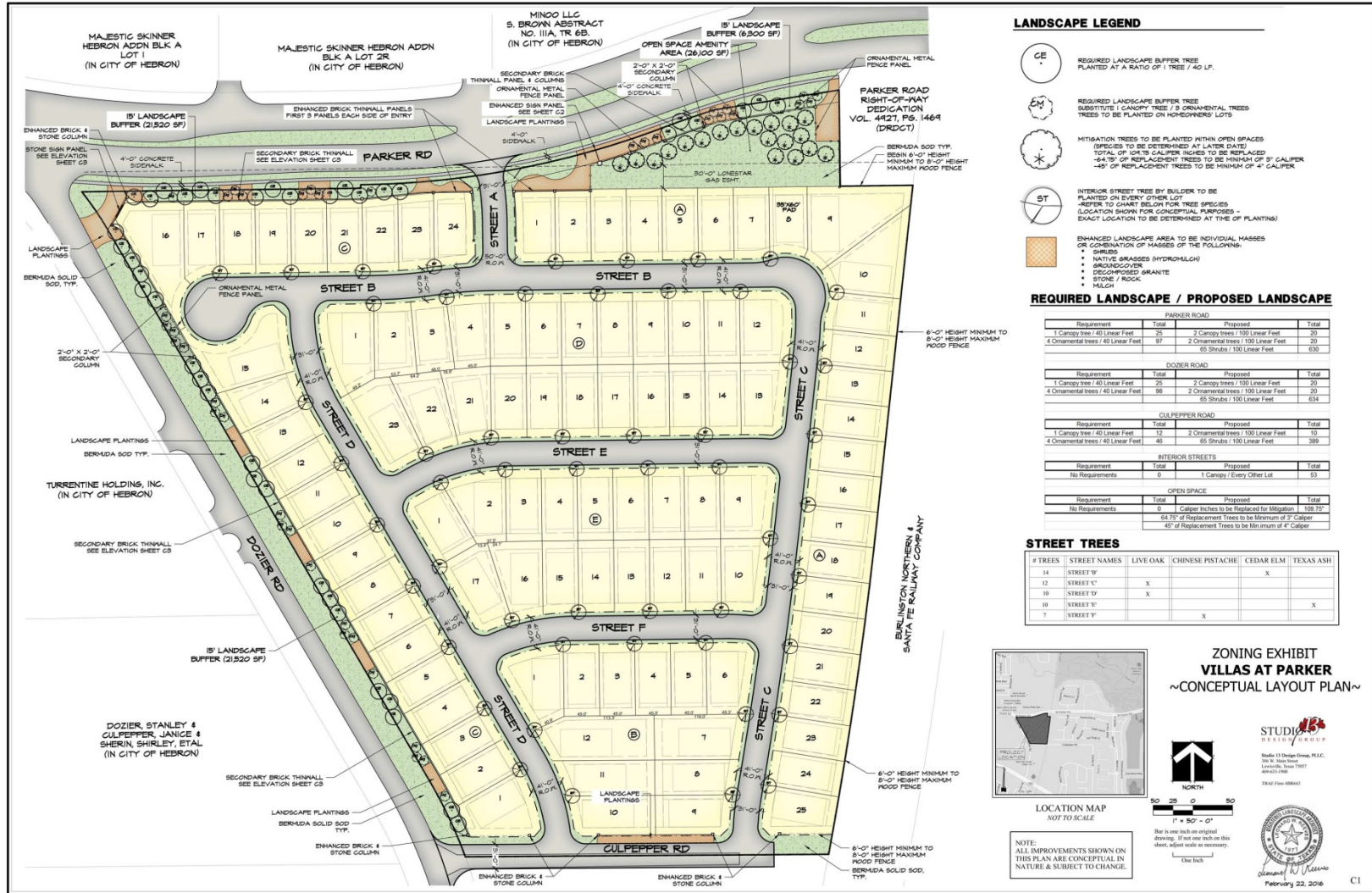
4645Dal - b - Dallas

**APPLICANT'S EXHIBITS**  
Proposed Street Cross Section



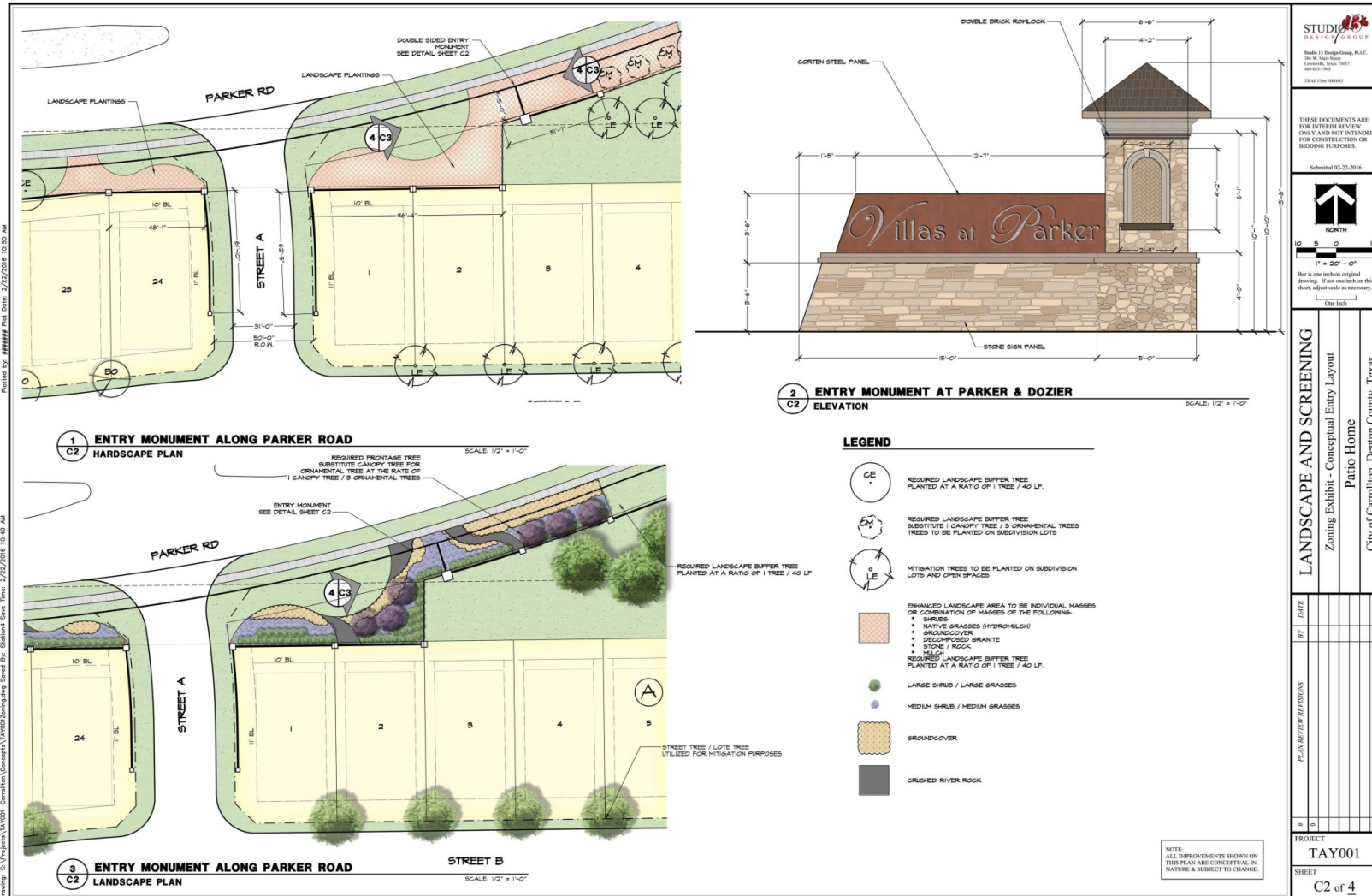
# APPLICANT'S EXHIBITS

## Conceptual Site & Landscape Plan



## APPLICANT'S EXHIBITS

### Conceptual Landscaping Detail 1



**STUDIO 183**  
DESIGN GROUP

Studio 183 Design Group, PLLC  
 300 W. Meacham Blvd.  
 Fort Worth, Texas 76102  
 817.441.7800  
 183@studio183.com

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES.

Submitted: 02-23-2016

NORTH

1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

Date Issued:

LANDSCAPE AND SCREENING

Zoning Exhibit - Conceptual Entry Layout

Patio Home

City of Carrollton, Denton County, Texas

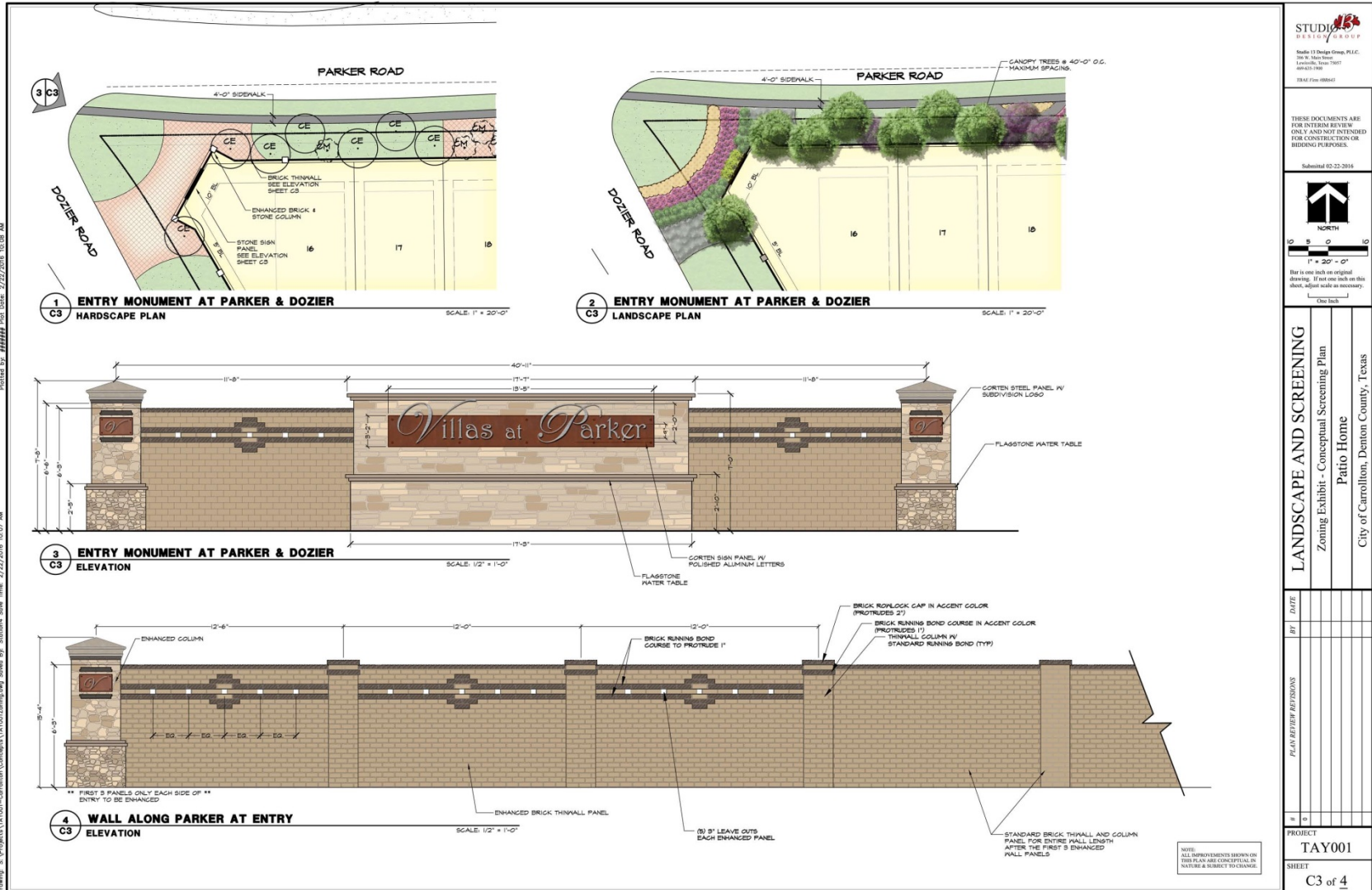
DATE	BY	REVISIONS

PROJECT  
**TAY001**

SHEET  
**C2 of 4**

## APPLICANT'S EXHIBITS

### Conceptual Landscaping Detail 2

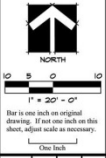


**STUDIO**  
DESIGN GROUP

Scale: 1/2" Design Group, PLLC  
 200 S. Main Street  
 76245-1308  
 817-445-1308  
 7802 Elm Street

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES.

Submitted: 02-22-2016



**LANDSCAPE AND SCREENING**  
 Zoning Exhibit - Conceptual Screening Plan  
 Patio Home  
 City of Carrollton, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT  
**TAY001**

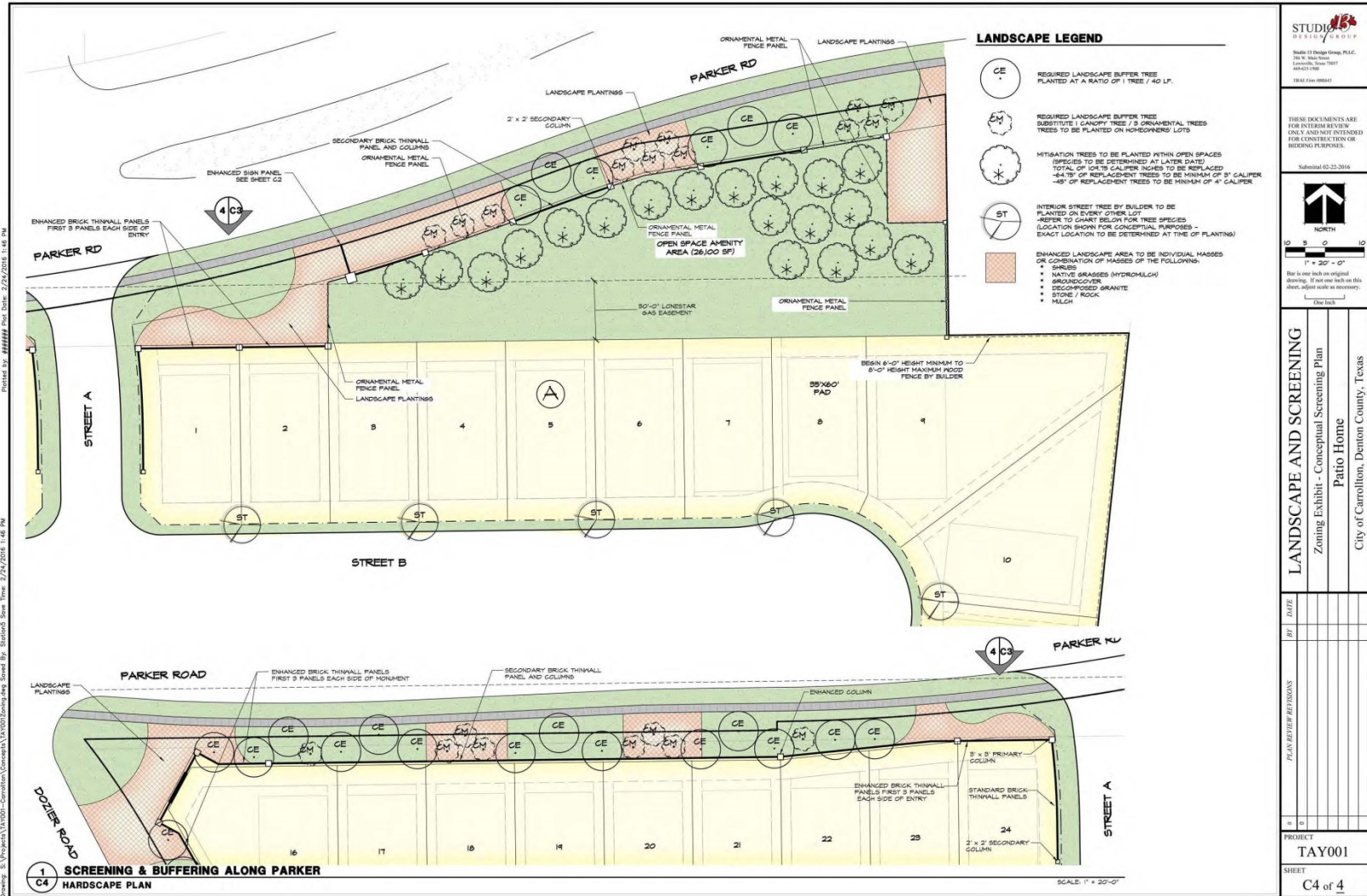
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**C3 of 4**

NOTE: ALL DIMENSIONS SHOWN IN THIS PLAN ARE CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.

Drawing: S:\Projects\TAY001-Concepts\TAY001\_Zoning.dwg, Saved By: Estelock, Save Time: 2/22/2016 10:07 AM  
 Plotted by: #####, Plot Date: 2/22/2016 10:08 AM

## APPLICANT'S EXHIBITS

### Conceptual Landscaping Detail 3



**APPLICANT'S EXHIBITS**

Artist's Concepts – Showing How Perimeter Screening Would Look Along Parker Road

Image 1



**APPLICANT'S EXHIBITS**

Artist's Concepts – Showing How Perimeter Screening Would Look Along Parker Road

Image 2





**APPLICANT'S EXHIBITS**

Artist's Concepts – Showing How Perimeter Screening Would Look Along Parker Road

Image 3



**APPLICANT'S EXHIBITS**  
Examples of Landscaping



**APPLICANT'S EXHIBITS**  
Examples of Landscaping



**Excerpt from Approved Minutes  
Planning & Zoning Commission  
Meeting of February 4, 2016**

*(Item discussed concurrently with the companion zoning case)*

Public Hearing To Consider And Act On A Resolution For An **Amendment To The Comprehensive Plan** And The Future Land Use Map To Change An Approximately 15.5-Acre Site Located at The Southeast Corner of Parker Road and Dozier Road from Medium-Intensity Office and Mixed Uses To Low Intensity Residential Uses. **Case No. 02-16MD1 Parker at Dozier (Comp Plan)**/Taylor Duncan Interests. Case Coordinator: Christopher Barton.

Public Hearing To Consider and Act On An Ordinance To Amend The Zoning On An Approximately 15.5-Acre Tract Located At The Southeast Corner Of Parker Road And Dozier Road To **Repeal Planned Development District 170** In Its Entirety And To **Amend Planned Development District 179** To Encompass The Area Of Planned Development District 170 And To Allow For Single Family Development With Modified Development Standards, Amending The Official Zoning Map Accordingly. **Case No. 02-16Z1 Parker at Dozier (Zoning)**. Case Coordinator: Christopher Barton.

Vice Chair Averett advised that Items 6 & 7 would be heard simultaneously but would have separate action taken.

Barton presented the requests and history of the two sites. He explained the current proposal is to change the zoning and the Comprehensive Land Use Plan from Office uses and Mixed uses to a conventional Single Family subdivision. Staff felt the request and proposal was acceptable and reasonable. He stated his understanding that the applicant may request a continuance to the March meeting to allow them more time to further develop their concept. Staff had no objection to the continuance.

Steven Davis, 12400 Coit Road, Dallas, representing Taylor Duncan, stated their request for a continuance to allow them time to finalize details with the builder. He made a brief presentation. The proposal requests a minimum lot width of 45 feet providing for an approximate 4,500 square foot lot with front entry homes; 11 foot front building setback, garage set back 20 feet; a 41 foot right-of-way with the standard 31 foot back to back street. The proposal included a masonry screening wall with intermittent wrought iron on Parker Road and at the main entrance along with live screening. There would also be a solid masonry screening fence on Dozier Road with trees and landscaping. The proposal also includes a small passive park in the northeast corner that would be a little less than an acre in size. He addressed the possibility of a detention area stating that if it were necessary, they would dress it up with trees and a wrought iron fence. Lastly he stated they were asking for rollover curbs.

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

Tom Sifferman, 5036 Dickens Lane, voiced a concern about the variations requested; concern that the west side of the property would not be developed because it is currently in Hebron; lack

of screening along the railroad tracks; and concern about the number of homes in a small area. He also stated he thought the applicant should be required to set up an escrow account for future development of Dozier Road when it is eventually annexed into Carrollton. Overall he felt it was a good deal.

- \* *Sundaran moved to keep the public hearing open and continue Case No. 02-16MD1 Parker at Dozier (Comp Plan) to the March 3, 2016 meeting; second by Daniel-Nix and the motion was approved with a unanimous 6-0 vote (McAninch, Nesbit and Romo absent).*
- \* *Chadwick moved to keep the public hearing open and continue Case No. 02-16Z1 Parker at Dozier (Zoning) to the March 3, 2016 meeting; second by Kiser and the motion was approved with a unanimous 6-0 vote (McAninch, Nesbit and Romo absent).*

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

*(Item discussed concurrently with the companion zoning case)*

**Public Hearing To Consider And Act On A Resolution For An Amendment To The Comprehensive Plan And The Future Land Use Map To Change An Approximately 15.5-Acre Site Located at The Southeast Corner of Parker Road and Dozier Road from Medium-Intensity Office and Mixed Uses To Single Family Detached Residential Uses. Case No. 02-16MD1 Parker At Dozier (Comp Plan)/Taylor Duncan Interests. Case Coordinator: Christopher Barton.**

**Public Hearing To Consider and Act On An Ordinance To Amend The Zoning On An Approximately 15.5-Acre Tract Located At The Southeast Corner Of Parker Road And Dozier Road To Repeal Planned Development District 170 In Its Entirety And To Amend Planned Development District 179 To Encompass The Area Of Planned Development District 170 And To Allow For Single Family Development With Modified Development Standards, Amending The Official Zoning Map Accordingly. Case No. 02-16Z1 Villas at Parker (Zoning). Case Coordinator: Christopher Barton**

Chair McAninch noted that Item 5 and 6 were companion items that would be heard simultaneously but would be acted on with separate motions.

Barton advised that the Comprehensive Plan had to be changed in order to allow the zoning to be amended. He stated that Item 5 changes the existing Comprehensive Plan to single family detached dwellings. Staff recommended in favor of the request. Item 6 would change the zoning of the two existing planned development districts to a single family detached patio home product with variations to some development standards. In exchange for the variations, the applicant offered more landscaping and was offering to pay a parkland dedication fee in lieu of dedicating park land above and beyond what the ordinance requires. The homes would be front entry with no alleys. The applicant requested a reduction in the right-of-way width and offered to offset that by placing utility easements on either side of the right-of-way width. He noted that the requested right-of-way width of 31 feet had only been approved once in Carrollton; in December 2015 for a single family development in northwest Carrollton. He stated the applicant offered to offset that with a commitment to place utility easements on either side of the right-of-way. He noted that the case was before the Commission at the February meeting but had been continued to this meeting at the applicant's request.

Larry Taylor, 400 Los Lomos, Heath, Texas partner with Taylor Duncan Inc., gave a history of the company and turned the presentation to those in the audience that could answer additional questions.

Steven Davis, Taylor Duncan, 12400 Coit Road, Ste. 850, Dallas, showed a PowerPoint presentation with photos of current and past projects in the Metroplex. He noted that the site was about 15.5 acres and felt the requested zoning change was very appropriate for the area and felt that single family was the highest and best use. There would be approximately 101 lots with the typical lot being about 45 feet wide and 92 feet deep; 4,100 square foot minimums; front entry with an enhanced and upgraded garage door to make sure the street scene was appropriate. He stated they would require the builder

to put a street tree at least on every other lot to increase the street scene. There would be enhanced landscaping along Parker Road to the north; an entry feature; have a masonry fence with intermittent wrought iron as well as a living screen, ornamental and canopy trees, with a mixture of native grasses, shrubs and rocks with a sidewalk going through it. He stated that Dozier Road would also have a six foot fence and they would dedicate an additional 15 foot landscape buffer along Dozier. He noted that the road to the south was Culpepper and part of it was not in the City of Carrollton; however they plan to annex it into the City and rebuild it to City standards. He referred to the area on the northeast corner that would be the amenity center area and would be more of a passive park with benches, picnic tables, trails where people could gather or take their pets. He noted there would be a small detention area that would be fenced with wrought-iron and probably would be a small dog park area. He noted that a railroad track was along the east boundary and they would install a board on board eight foot cedar fence located in an easement and maintained by the HOA. He referred to the typical conceptual front entry homes noting they wanted to require 90% masonry on the front façade with 100% on the back along Parker and Dozier Road. He also provided photos of homes built in other projects.

Romo noted that the water and sewer lines would be under the roadway and voiced concern that repairs to those utilities could accelerate the decline of the roadway. He asked for the reason wondering if it was to allow the applicant to get more lots. Mr. Davis stated more lots was part of the reason reminding the Commission that this was an infill site noting that typically with infill sites, the land costs was extremely expensive. The developer is trying to get the most economic impact which means getting the most number of lots as possible. He stated most of the cities he is working with today have their utilities under the street but they would be willing to work with staff to try to get either the water or sewer in the easement rather than under the roadway. He also felt that as a new development, it would be many years before this would be an issue. Romo responded that the situation may be fine for now but was concerned about what the situation would be in 15 years when the city would be responsible for the repairs. Romo also asked about the location of the water meters and sanitary sewer clean-outs. Since the street and sidewalk combined will be 41 feet, he asked if these would be placed in the sidewalks. Mr. Davis stated those would be located in a six to eight foot dedicated easement outside the sidewalk along with the franchise utilities.

Kraus agreed with the concerns voiced by Romo and felt that if the applicant could get the water line out from under the roadway, it would be favorable. Mr. Davis reiterated that they would be happy to work with staff to see if that could be accommodated.

Chair McAninch noted that the public hearing was still open and invited speakers to address the Commission.

Tom Sifferman, 5036 Dickens Lane, stated he was happy with the overall project and the amount of the fee in lieu of park land offered by the applicant. He felt a better sound barrier was needed along Parker Road and along the railroad. He also stated his preference for real wood garage doors and sidewalks on all sides.

Chair McAninch offered rebuttal or closing comments to the applicant and the applicant declined. There being no other speakers, Chair McAninch closed the public hearing.

- \* *Averett moved approval of Case No. 02-16MD1 Parker at Dozier (Comp Plan); second by Kraus and the motion was approved with a 7-1 vote (Chadwick opposed, Nesbit absent).*
- \* *Kiser moved approval of Case No. 02-16Z1 Villas at Parker (Zoning) as presented; second by Daniel-Nix and the motion was approved with a 5-3 vote (Averett, Romo and Chadwick opposed, Nesbit absent).*



PLANNING DEPARTMENT  
City of Carrollton  
Date: 05/03/16

PLANNED DEVELOPMENT NO. 179

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

ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY REPEALING PLANNED DEVELOPMENT NUMBER (PD) 170 AS ESTABLISHED IN ITS ENTIRETY; AMENDING PLANNED DEVELOPMENT NUMBER 179 BY EXPANDING PD 179 TO THE AREA PREVIOUSLY IDENTIFIED UNDER PD 170; PROVIDING FOR THE (SF-5/12) AND (SF-PH) SINGLE FAMILY DISTRICTS WITH MODIFIED DEVELOPMENT STANDARDS IN PD 179; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

**WHEREAS**, at its regular meeting held on the Third day of March, 2016, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 02-16Z1);

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

**WHEREAS**, this change of zoning will distinguish development standards specially applicable to the unique nature of the approximately fifteen (15) acre tract; and

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

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

**SECTION 1.**

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

**SECTION 2.**

Planned Development Number 170 is hereby repealed in its entirety for a certain approximately 4.86 acre tract of land located near the southeast corner of Parker Road (F.M. 544) and Dozier Road, and more specifically described on the attached Exhibit A and depicted on Exhibit B.

### SECTION 3.

Planned Development Number 179 is hereby amended in its entirety to expand PD 179 to the area previously identified as PD 170 so that PD 179 comprises a certain approximately fifteen (15) acre tract of land located at the southeast corner of Parker Road (F.M. 544) and Dozier Road, more specifically described on the attached Exhibit C, and depicted on Exhibit D.

### SECTION 4.

Planned Development Number 179 is hereby amended to provide for the following:

#### I. Permitted Uses

Permitted uses shall be all principal and accessory uses which are allowed by right in the (SF-5/12) and (SF-PH) Single Family Residential Districts, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations of the (SF-5/12) and (SF-PH) Single Family Residential Districts and the Comprehensive Zoning Ordinance, as amended, except as otherwise provided in Section II below.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (SF-5/12) and (SF-PH) Single Family Residential Districts, in accordance with Article V of the Comprehensive Zoning Ordinance, as amended. Such Special Use Permit(s) shall be subject to the conditions established in Articles XXI and XXXI of the Comprehensive Zoning Ordinance, as amended, and shall be developed in accordance with all applicable regulations.

#### II. Special Development Standards

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

##### **General**

1. Development shall be in accordance with the Conceptual Site Plan and Conceptual Landscaping Plan attached hereto and incorporated herein as Exhibits E and F.
2. Alleys shall not be required.
3. At the time of subdivision, the subdivision plat shall identify which lots are to be developed in accordance with the (SF-5/12) Single Family Residential District and which are to be developed in accordance with the (SF-PH) Single Family Patio Home District.
4. At the time of the subdivision's final plat, the plat shall include annexed property to the north and south, as shown on Exhibit E, to allow for open space and additional right-of-way, respectively. If the annexation does not occur, the development shall be adjusted accordingly to provide the required ingress and egress to the development, and to comply

with all applicable laws, codes and regulations.

### **Streets**

1. Streets shall be designed with a forty one (41) foot street right-of-way, a thirty one (31) foot “back-to-back” pavement cross section and a six (6) foot easement on either side of the street containing sidewalks and utilities.
2. Along Parker Road a minimum four-foot-wide sidewalk shall be constructed.

### **Lots**

5. Minimum lot width for single-family detached lots shall be forty five (45) feet except for lots on cul-de-sacs and around “eyebrows,” which may be a minimum of thirty five (35) feet.
6. Minimum lot depth for single-family detached lots shall generally be ninety (90) feet, with lots on “eyebrows” and cul-de-sacs having a minimum lot depth of eighty (80) feet.
7. Minimum lot area for single-family detached lots shall be four thousand one hundred feet (4,100) square feet.
8. Minimum front yard setback shall be eleven (11) feet, provided however that garage doors shall be set no less than twenty (20) feet from the property line.
9. Minimum side yard setbacks not abutting a street shall be set to maintain a total distance between homes of at least 10 (ten) feet. This may be accomplished by abutting lots having side setbacks of “zero and ten,” “five and five” or “three and seven.”
10. Minimum side yards abutting streets shall in all cases be 11 (eleven) feet.
11. On corner lots, the “corner clips” shall not be considered when measuring setbacks.

### **Landscaping**

12. Perimeter screening/fencing around the subdivision shall consist of a combination of solid masonry along Dozier Road, and solid masonry with periodic ornamental steel fence sections along Parker Road. Perimeter screening/fencing along Culpepper Road may consist of an opaque wooden fence with masonry columns.
13. A minimum fifteen (15) foot wide landscaping buffer will be provided along Parker Road and Dozier Road. Landscaping along **Parker Road** will consist of two shade trees for each one hundred (100) linear feet or fraction thereof, two ornamental trees for each one hundred (100) linear feet or fraction thereof, and sixty-five (65) shrubs or ornamental grasses for each one hundred (100) linear feet or fraction thereof. Additionally, groundcover or decomposed granite and ornamental boulders will be provided in the landscaping buffer.
14. Landscaping along Dozier Road and Culpepper Road will consist of one shade tree for each forty (40) linear feet or fraction thereof.
15. One ornamental steel fence section will also be placed along Dozier Road, at the end of a

cul-de-sac.

16. Parkland dedication “fees-in-lieu-of” shall be three hundred dollars (\$300) per lot.
17. The main entry monument sign fronting Parker Road just east of “Street A” as shown on the Conceptual Landscaping Plan shall be allowed to extend to the Parker Road right-of-way line.
18. Along the Burlington Northern & Santa Fe Railroad, a common area lot shall be created to contain a minimum six-foot-tall wooden fence. Within said common area lot, a minimum six-foot-tall wooden privacy fence maintained by the homeowners association shall be installed.

### **Homes**

19. All garage doors shall be a decorative wood or “faux wood” paneled door.
20. On driveways, the radius or flair point at the street of any single family driveway shall be allowed to extend beyond the property line.
21. At the time of home construction, home builders may plant one street tree in the front yard in order to satisfy tree mitigation requirements for the overall development. A minimum of one street tree must be planted for every two lots. Root barriers must be installed as required by the City of Carrollton General Design Standards based on location of the tree relative to the back of curb.
22. Maximum Building Coverage shall be sixty percent (60%).
23. Minimum masonry content for all front facades shall be ninety percent (90%). Minimum masonry content for facades abutting Parker Road, Dozier Road or Culpepper Road shall be ninety percent (90%).

### SECTION 5

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

### SECTION 6.

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

### SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

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

PASSED AND APPROVED this the Third day of May, 2016

CITY OF CARROLLTON

By: \_\_\_\_\_  
Matthew Marchant, Mayor

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

\_\_\_\_\_  
Michael McCauley  
Senior Planner

**EXHIBIT A**  
**Legal Description**

BEING a tract of land situated in the Samuel H. Brown Survey Abstract No. 111 Denton County, Texas, and being a part of a certain 45.0 acre tract of land conveyed by J. H. Morgan to F. O. Lord December 20, 1916 by deed recorded in Volume 150 Page 131 Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a ½ inch rod found in Culpepper Road at the southeast corner of said 45.0 acre tract on the westerly line of a Burlington Northern Railroad 100 foot wide Right of Way;

THENCE South 89 degrees 46 minutes West, along Culpepper Road and with the called south line of said Brown Survey, a distance of 457.92 feet (458.00 feet per deed) to a ½ iron rod found in the easterly line of Dozier Road (State Highway Farm to Market Road No. 544) (80 foot wide);

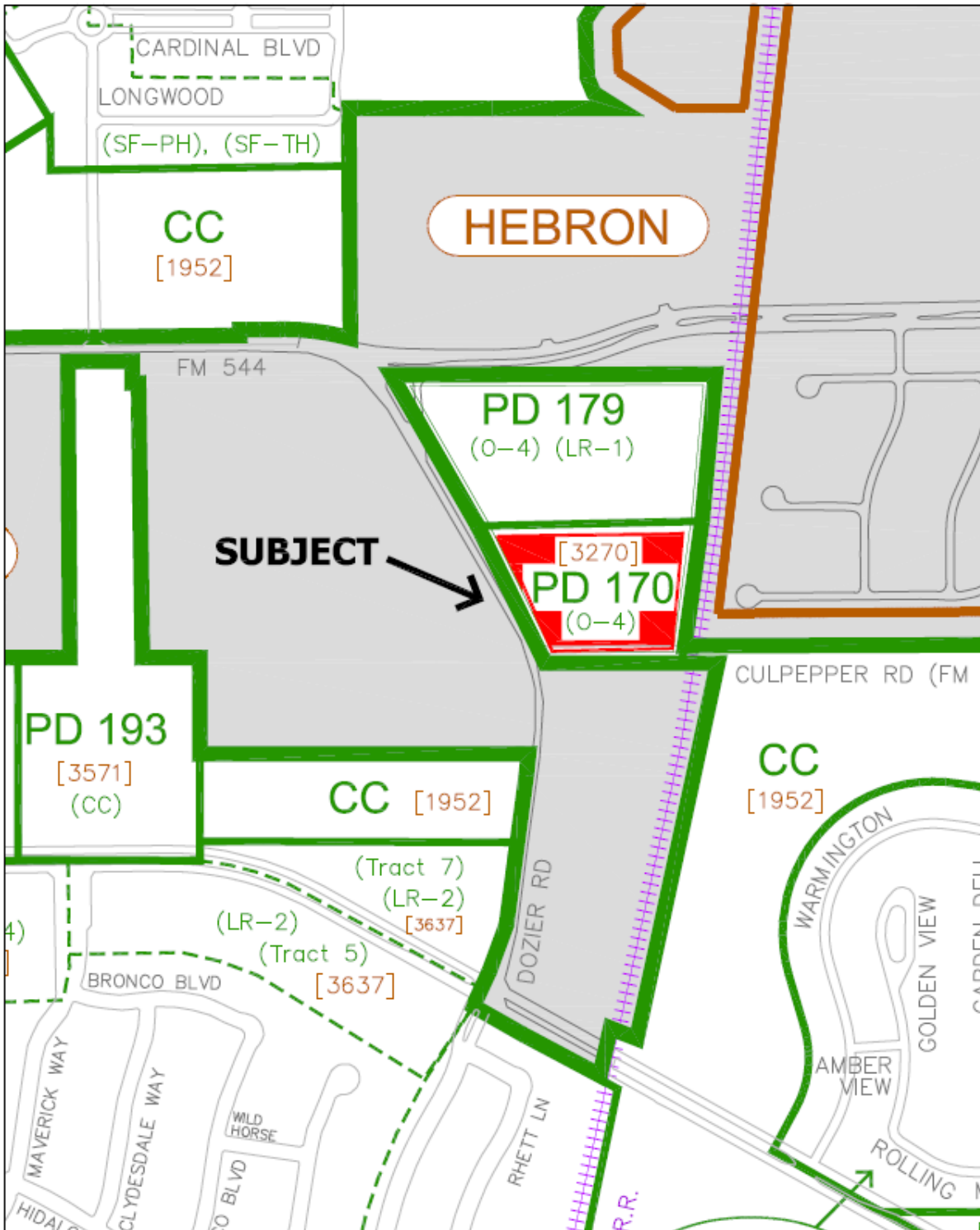
THENCE Northwesterly along Dozier Road and with a curve to the left having a central angle of 10 degrees 28 minutes 04 seconds, a radius of 600.0 feet, and a long chord which bears North 24 degrees 50 minutes 02 seconds West. 109.47 feet, an arc length of 109.62 feet (116.6 feet per deed) to a ½ inch iron rod found at the end of said curve, from which a wooden right of way marker bears North 66 degrees 33 minutes 50 seconds West 0.96 feet;

THENCE North 30 degrees 04 minutes West, continuing along Dozier Road, a distance of 305.06 feet (299.9 feet per deed) to a ½ inch iron rod found in gravel driveway;

THENCE North 89 degrees 46 minutes East, passing at a distance of 710.46 feet a 5/8 inch iron rod found and continuing in all a distance of 711.83 feet to a ½ inch iron rod found in the westerly line of said railroad;

THEN Southerly along said Railroad and with a curve to the right, having a central angle of 02 degrees 53 minutes 11 seconds, a radius of 7.316 60 feet and a long chord which bears South 08 degrees 35 minutes 52 seconds West. 368.53 feet, an arc length of 368.57 feet to the PLACE OF BEGINNING and containing 4.8636 acres of land more or less.

**EXHIBIT B**  
**Location Of Repealed PD 170**



**EXHIBIT C**  
**Legal Description**

BEING a 14.596 acre tract of land situated in the Samuel H. Brown Survey, Abstract No. 111, Denton County, Texas, and being all of a called 4.8636 acre tract of land conveyed by a Special Warranty Deed to WJ Family, LP, a Texas Limited Partnership, recorded as Document No. 2010-3352, of the Deed Records of Denton County, Texas (DRDCT), and being all of called 9.725 acre tract ("Tract 1") of land conveyed by a Special Warranty Deed With Vendor's Lien to Kelspar, LLC, recorded as Document No. 2013-77373 (DRDCT), and being more particularly described as follows (Bearings are based on State Plane Coordinates using City of Carrollton Monuments COC-8 and COC-12):

BEGINNING at a 5/8" iron rod with a cap stamped, "SURVCON" found for corner in the northeast line of Dozier Road (80' right-of-way) at the northwest corner of said 9.725 acre tract, and being the southwest corner of a called 0.851 acre tract ("Tract 2") conveyed in said Document No. 2013-77373;

THENCE North 89°16'11" East along the common line of said 9.725 acre and 0.821 acre tracts, at 952.16 feet passing a 5/8" iron rod with a cap stamped, "SURVCON" found for the southeast corner of said 0.851 acre tract and being the most southerly southwest corner of a right-of-way dedication for Parker Road, as described in a Affidavit recorded in Volume 4927, Page 1469 (DRDCT), and continuing along the south line of said right-of-way dedication, for a total distance of 1,043.64 feet to a point for corner in water, said point also being in the west line of Burlington Northern & Santa Fe (BNSF) Railway Company (100' right-of-way);

THENCE South 06°03'07" West along the west line of said BNSF right-of-way, a distance of 436.26 feet to a 1/2" capped iron rod found for corner at the beginning of a tangent curve to the right, having a radius of 5,679.58 feet and a chord which bears South 08°11'23" West, a distance of 421.90 feet;

THENCE southerly along said curve to the right, through a central angle of 04°15'26", an arc distance of 422.00 feet to a 1/2" iron rod found for the southeast corner of said 4.8636 acre tract and being near the center of Culpepper Road (unimproved at this point);

THENCE South 89°36'13" West along the south line of said 4.8636 acre tract and near the center of said road (a partially asphalted surface), a distance of 457.92 feet to a 1/2" iron rod found for corner in asphalt at the southwest corner thereof, said corner being in the northeast right-of-way line of said Dozier Road, said point also being in a non-tangent curve to the left, having a radius of 613.00 feet and a chord which bears North 25°03'14" West, a distance of 106.59 feet;

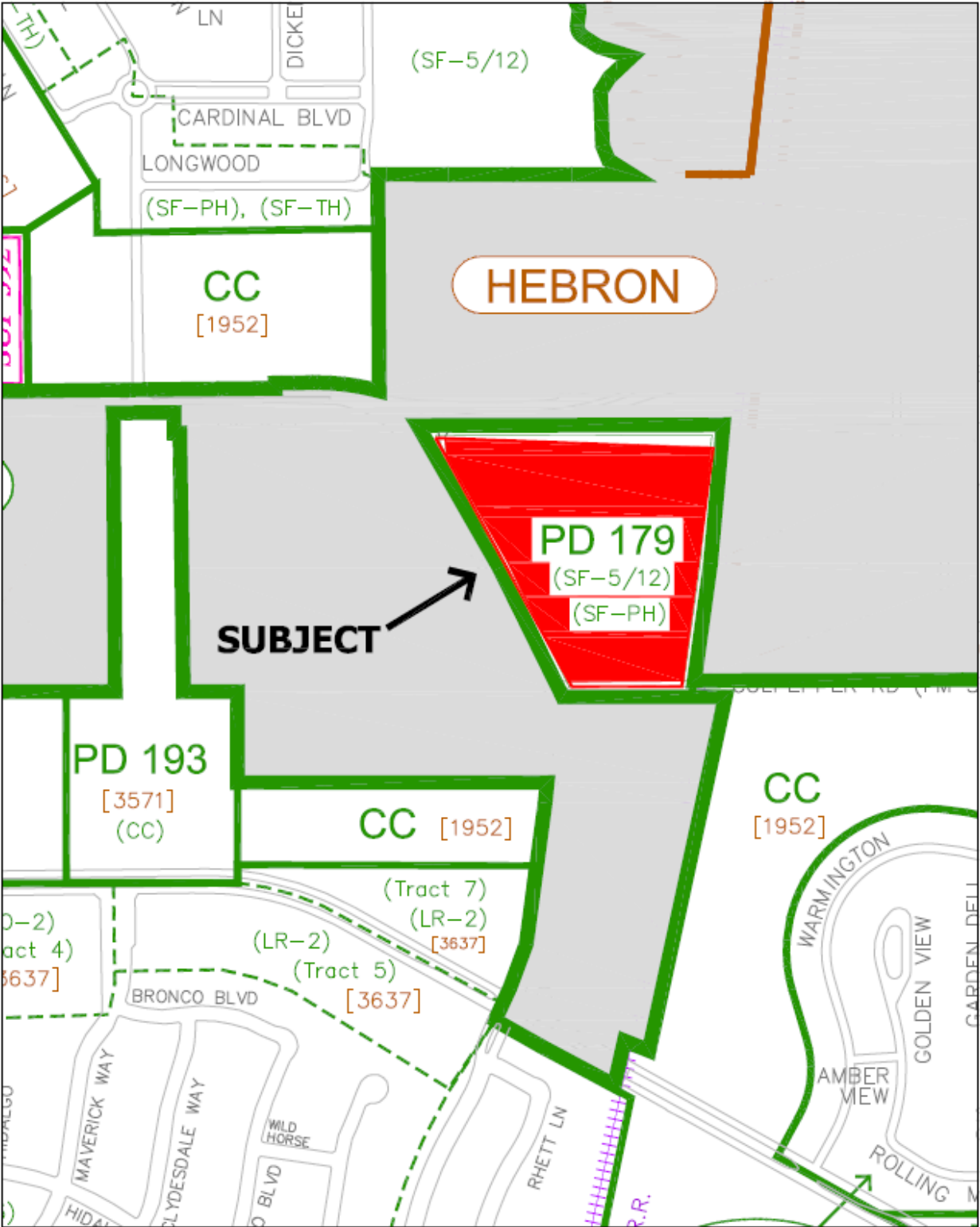
THENCE Northwesterly along the northeast right-of-way line of said Dozier and along said curve to the left, through a central angle of 09°58'31", an arc distance of 106.73 feet to a 5/8" iron rod with a yellow cap stamped, "RPLS 3963", set for the end of said curve;

THENCE North 30°02'30" West continuing along the northeast line of said Dozier Road, at 609.19 feet passing a 1/2" capped iron rod found, and continuing for a total distance of 810.10 feet to a 5/8" iron rod with a yellow cap stamped, "RPLS 3963", set for the beginning of a tangent curve to the left, having a radius of 421.97 feet, and a chord which bears North 33°35'05" West, a distance of 52.16 feet;

THENCE in a northwesterly direction along said curve to the left, through a central angle of 07°05'14", an arc distance of 52.19 feet to the PLACE OF BEGINNING and containing 635,795 square feet or 14.596

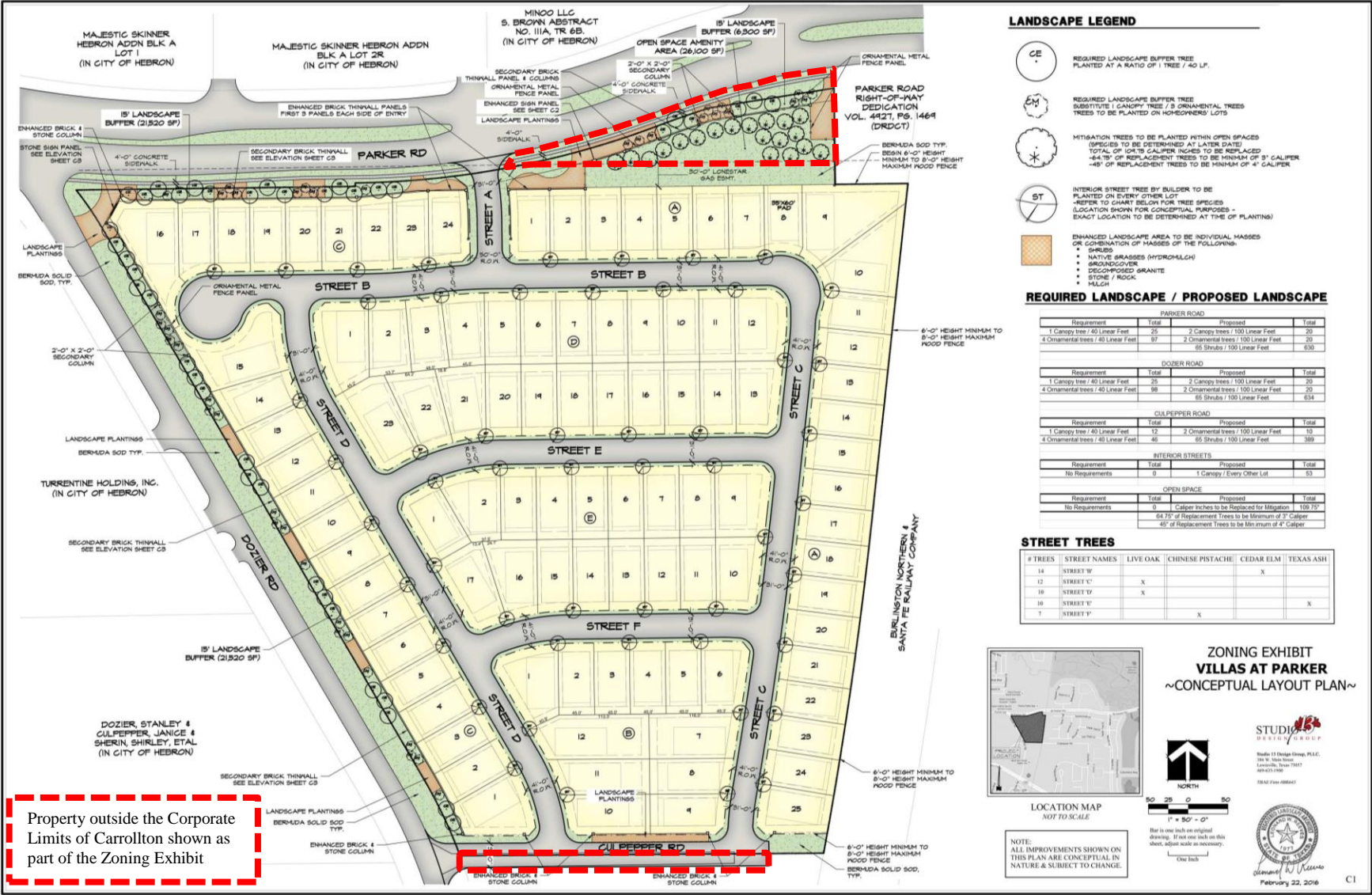


**EXHIBIT D**  
**Location Of Amended PD 179**



## EXHIBIT E

### Conceptual Site & Landscape Plan



#### LANDSCAPE LEGEND

- REQUIRED LANDSCAPE BUFFER TREE PLANTED AT A RATIO OF 1 TREE / 40 LF.
- REQUIRED LANDSCAPE BUFFER TREE SUBSTITUTE 1 CANOPY TREE / 3 ORNAMENTAL TREES TREES TO BE PLANTED ON HOMEOWNERS LOTS
- MITIGATION TREES TO BE PLANTED WITHIN OPEN SPACES (SPECIES TO BE DETERMINED AT LATER DATE) TOTAL OF 6475 GALPER INCHES TO BE REPLACED -64.75' OF REPLACEMENT TREES TO BE MINIMUM OF 3" CALIPER -48' OF REPLACEMENT TREES TO BE MINIMUM OF 4" CALIPER
- INTERIOR STREET TREE BY BUILDER TO BE PLANTED ON EVERY OTHER LOT -REFER TO CHART BELOW FOR TREE SPECIES (LOCATION SHOWN FOR CONCEPTUAL PURPOSES - EXACT LOCATION TO BE DETERMINED AT TIME OF PLANTING)

- ENHANCED LANDSCAPE AREA TO BE INDIVIDUAL MASSES OR COMBINATION OF MASSES OF THE FOLLOWING:
- SHRUBS
  - NATIVE GRASSES (HYDRICULCH)
  - BRONZECOVER
  - DECOMPOSED GRANITE
  - STONE / ROCK
  - MULCH

#### REQUIRED LANDSCAPE / PROPOSED LANDSCAPE

PARKER ROAD			
Requirement	Total	Proposed	Total
1 Canopy tree / 40 Linear Feet	25	2 Canopy trees / 100 Linear Feet	20
4 Ornamental trees / 40 Linear Feet	97	2 Ornamental trees / 100 Linear Feet	20
		65 Shrubs / 100 Linear Feet	630
DOZIER ROAD			
Requirement	Total	Proposed	Total
1 Canopy tree / 40 Linear Feet	25	2 Canopy trees / 100 Linear Feet	20
4 Ornamental trees / 40 Linear Feet	98	2 Ornamental trees / 100 Linear Feet	20
		65 Shrubs / 100 Linear Feet	634
CULPEPPER ROAD			
Requirement	Total	Proposed	Total
1 Canopy tree / 40 Linear Feet	12	2 Ornamental trees / 100 Linear Feet	20
4 Ornamental trees / 40 Linear Feet	46	65 Shrubs / 100 Linear Feet	389
INTERIOR STREETS			
Requirement	Total	Proposed	Total
No Requirements	0	1 Canopy / Every Other Lot	53
OPEN SPACE			
Requirement	Total	Proposed	Total
No Requirements	0	Caliper inches to be replaced for Mitigation	10077
		64.75' of Replacement Trees to be Minimum of 3" Caliper	
		48' of Replacement Trees to be Minimum of 4" Caliper	

#### STREET TREES

# TREES	STREET NAMES	LIVE OAK	CHINESE PISTACHE	CEDAR ELM	TEXAS ASH
14	STREET 'B'			X	
12	STREET 'C'	X			
18	STREET 'D'	X			
18	STREET 'E'				X
7	STREET 'F'		X		

#### ZONING EXHIBIT VILLAS AT PARKER ~CONCEPTUAL LAYOUT PLAN~

NOTE: ALL IMPROVEMENTS SHOWN ON THIS PLAN ARE CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.

1" = 50' - 0"

See to one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

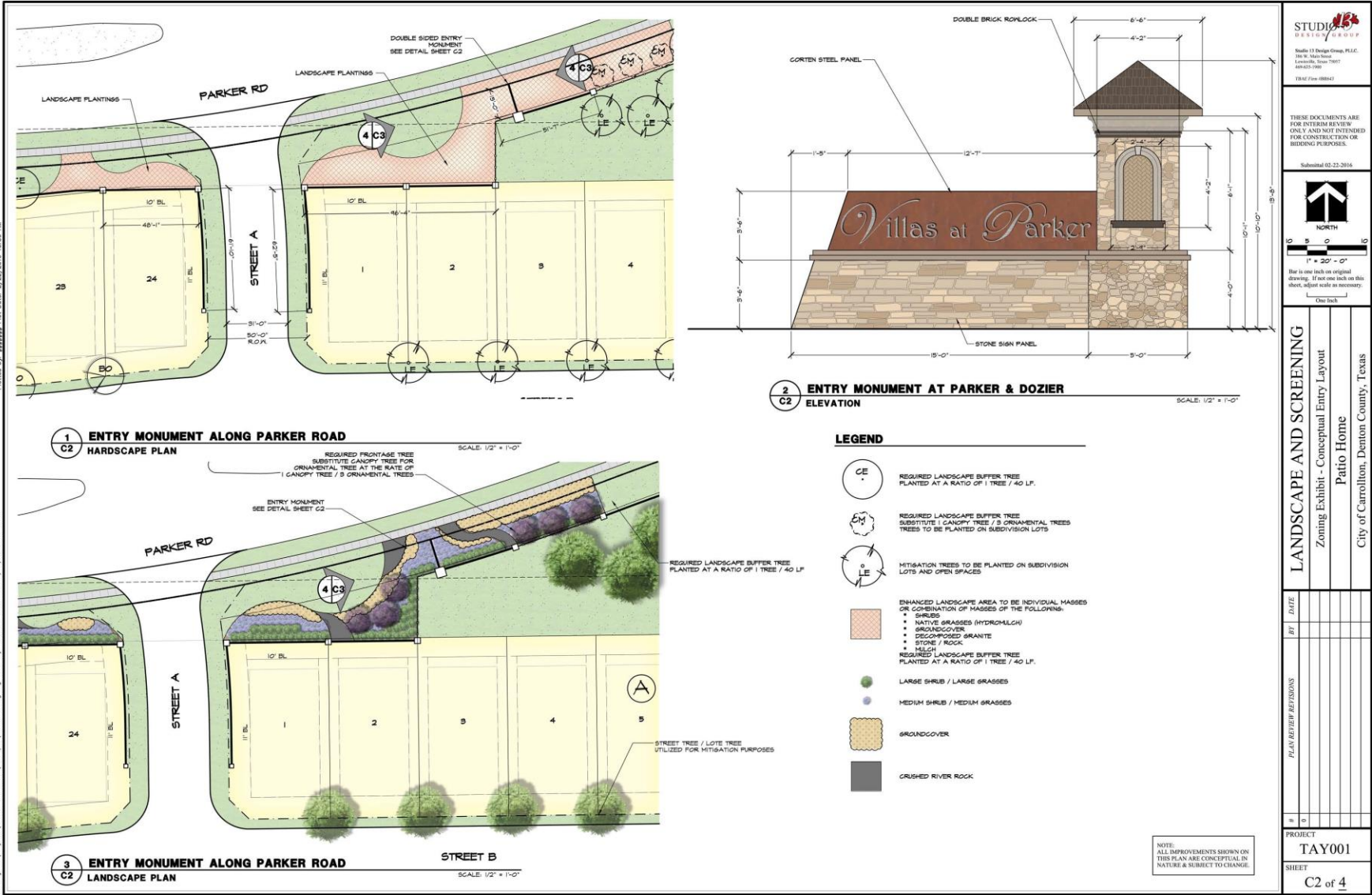
Studio 13 Design Group, P.L.L.C.  
100 W. Ross Street  
Louisville, Texas 75087  
972-413-1300  
12441 Fines 08/2017

February 22, 2016

Property outside the Corporate Limits of Carrollton shown as part of the Zoning Exhibit

## EXHIBIT F

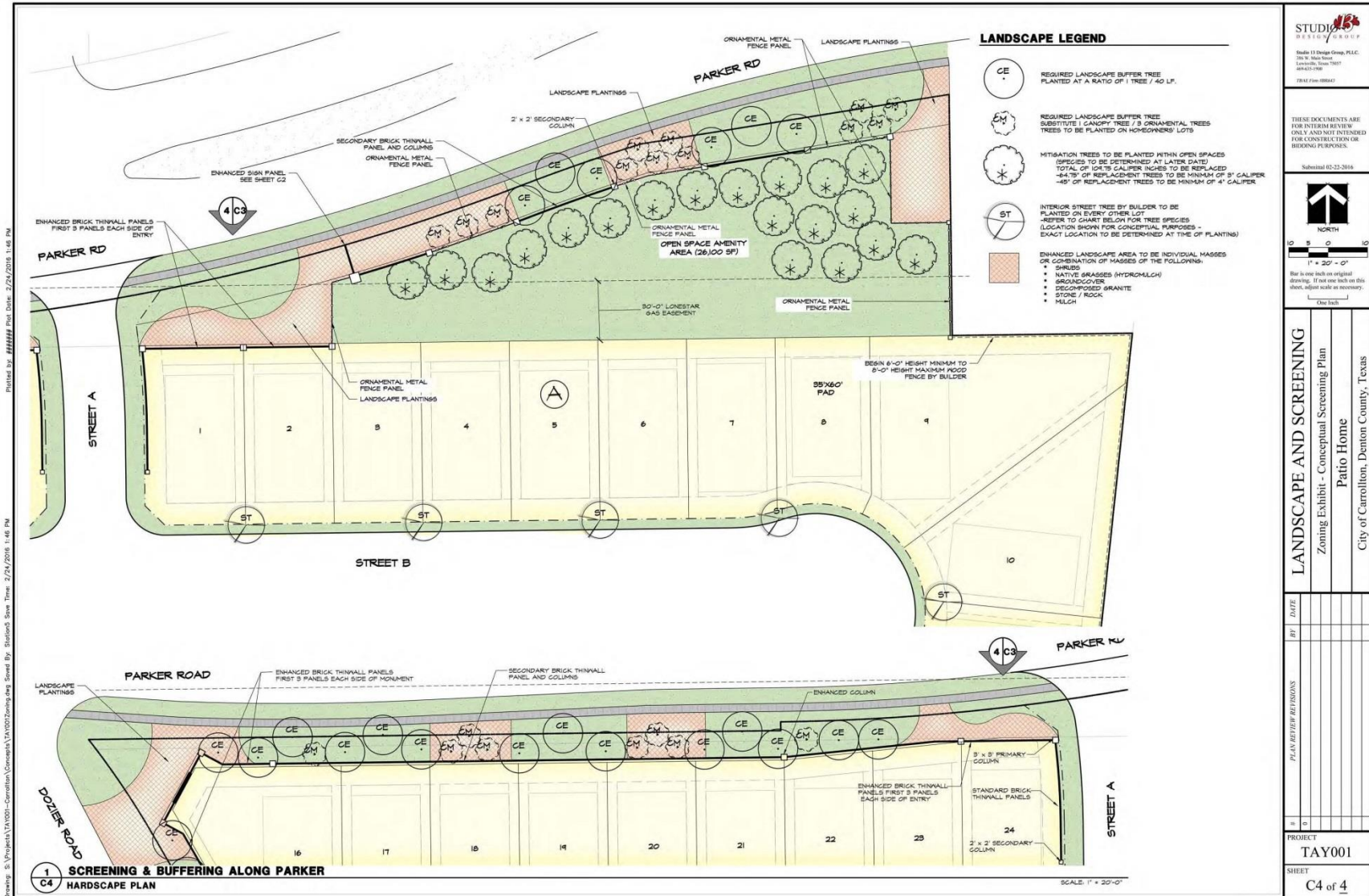
### Conceptual Landscaping & Screening (1 of 3)



Drawing: S:\Projects\TAY001-Consulting\Concepts\TAY001\Entry.dwg, Saved By: Studio185, Date: 2/22/2016, 10:49 AM  
 Plotted by: #111111, Plot Date: 2/22/2016, 10:50 AM



**EXHIBIT F**  
**Conceptual Landscaping & Screening (3 of 3)**



**EXHIBIT G**  
Artist's Concepts – Showing How Perimeter Screening Would Look Next To Parker Road  
Image 1 of 3



**EXHIBIT G**

Artist's Concepts – Showing How Perimeter Screening Would Look Next To Parker Road  
Image 2 of 3



**EXHIBIT G**

Artist's Concepts – Showing How Perimeter Screening Would Look Next To Parker Road  
Image 3 of 3





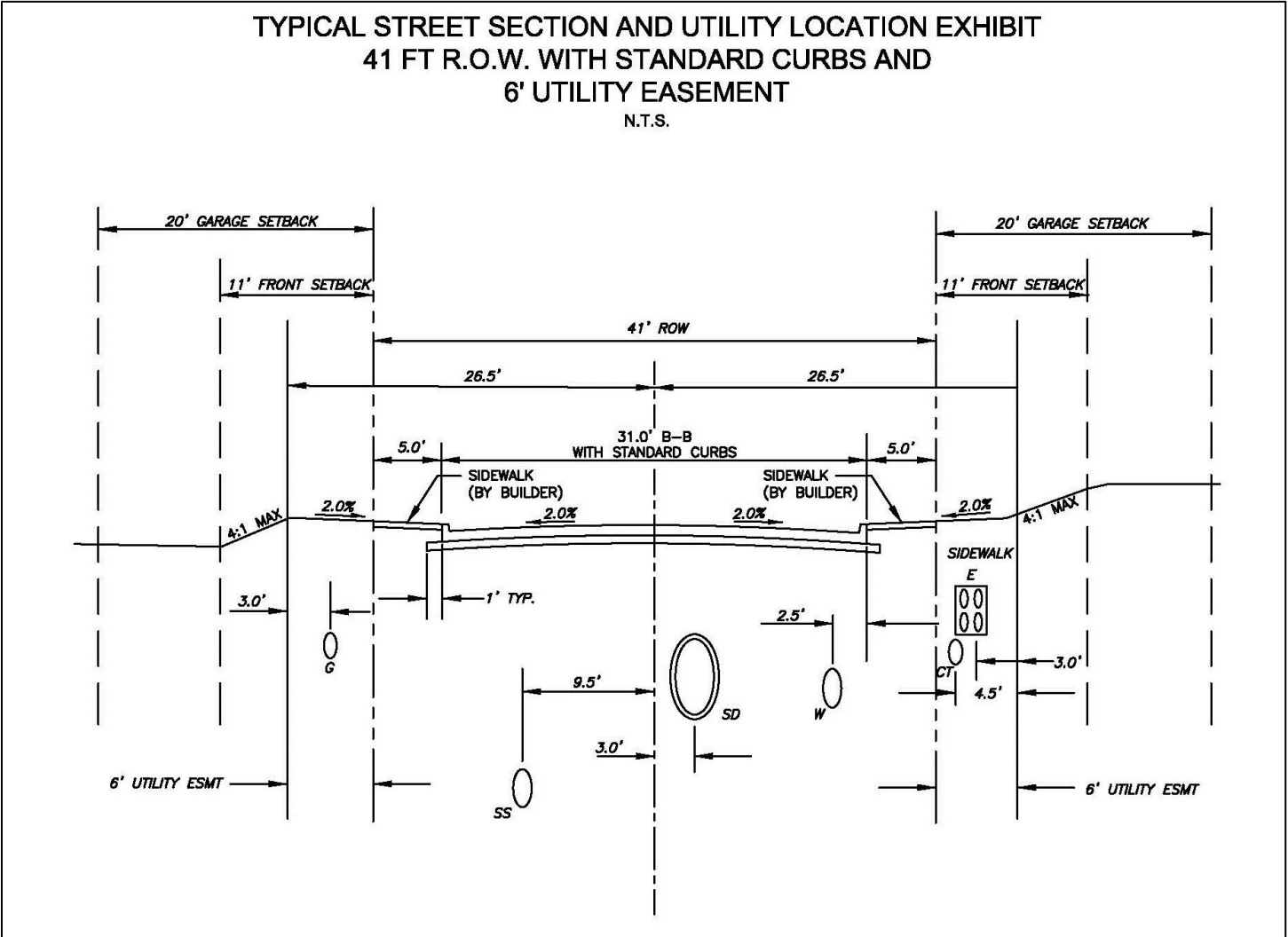
**EXHIBIT H**  
Example of Landscaping (Image 1 of 2)



**EXHIBIT H**  
Example of Landscaping (Image 2 of 2)



**EXHIBIT I**  
Typical Street Section



**EXHIBIT J**  
Applicant's Conceptual Home Elevations (Sheet 1 of 2)



**EXHIBIT J**  
Applicant's Conceptual Home Elevations (Sheet 2 of 2)







# City of Carrollton

## Agenda Memo

File Number: 2632

Agenda Date: 5/3/2016

Version: 1

Status: Public  
Hearing/Individual  
Consideration

In Control: City Council

File Type: Public Hearing

Agenda Number: 29.

CC MEETING: May 3, 2016

DATE: April 26, 2016

TO: Leonard Martin, City Manager

FROM: Loren Shapiro, Chief Planner

Hold The First Public Hearing To Consider An Ordinance Annexing An Approximately 4.5 Acres Of Land Located On The West Side Of Charles Street Between Plano Parkway And Hebron Parkway. Case No. 03-16MD1 Armenian Church Annexation. Case Coordinator: Loren Shapiro.

### BACKGROUND:

This is the first public hearing. The second will be on May 17, 2016. The proposed date for final approval of the annexation ordinance is June 7, 2016.

The approximately 4.5 acres of land is located on the west side of Charles Street between Plano Parkway and Hebron Parkway.

On February 2, 2016 the City Council received a presentation from staff during their worksession on this proposed project and indicated that they wished to proceed with the development of an annexation schedule. On February 16, 2016 the City Council received a presentation from staff regarding the annexation calendar, and approved said calendar. On April 19, 2016 the City Council approved a resolution directing the development of a service plan (Resolution No. 3916) and set public hearing dates and directed publication of said annexation. The annexation is scheduled to become effective on June 7, 2016.

A proposed annexation ordinance (including a Municipal Service Plan) is attached.

### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council hold a public hearing on the annexation request. No action will be made on the ordinance until on or after June 7, 2016.

PLANNING DEPARTMENT  
City of Carrollton  
Date: June 7, 2016

DEVELOPMENT NAME:  
Armenian Church Annexation

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

ORDINANCE NUMBER \_\_\_\_\_ OF THE CITY OF CARROLLTON, TEXAS ANNEXING AN APPROXIMATELY 4.5 ACRES OF LAND LOCATED AT THE ON THE WEST SIDE OF CHARLES STREET BETWEEN PLANO PARKWAY AND HEBRON PARKWAY INTO THE CITY OF CARROLLTON, TEXAS; EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL INHABITANTS AND OWNERS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE ON AND AFTER ADOPTION AND PUBLICATION.

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, Texas authorizes the annexation of territory subject to the laws of the state;

WHEREAS, a certain approximately 4.5 acres of land located on the west side of Charles Street between Plano Parkway and Hebron Parkway, herein after described on Exhibit A, which is attached hereto and incorporated herein, lies within the extraterritorial jurisdiction of the City of Carrollton and is contiguous to the present city limits of the City of Carrollton;

WHEREAS, the City has been petitioned by the owner to annex the said territory to Carrollton;

WHEREAS, after development and presentation of a service plan for said territory and after holding two public hearings and fulfilling all other requirements under the provisions of Chapter 43 of the Texas Local Government Code;

WHEREAS, the procedures prescribed by the charter and the state laws have been duly followed with respect to the said tract; and

WHEREAS, the members of the Council of the City of Carrollton have concluded that said area should be made a part of the City of Carrollton, Texas;

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



Section 1.

The territory described in Exhibit A and generally depicted in Exhibit B, attached hereto and incorporated herein, is hereby annexed to the City of Carrollton, Texas, and the boundary limits of the City of Carrollton be and the same are hereby extended to include above described territory within the city limits, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants and owners of property hereafter shall be entitled to all rights and privileges of other citizens of the city and shall be bound by all acts, ordinances, resolutions and regulations of the city.

Section 2.

The City Secretary is hereby directed to file with the County Clerk of Denton County, Texas a certified copy of this ordinance.

Section 3.

The service plan attached hereto as Exhibit C is approved as part hereof.

Section 4.

The terms and provisions of this ordinance are severable and are governed by Section 10.07 of the Code of Ordinances, City of Carrollton, Texas.

Section 5.

This ordinance shall be effective from and after its adoption and publication.

PASSED AND APPROVED this the Seventh day of June, 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

\_\_\_\_\_  
Loren Shapiro  
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;

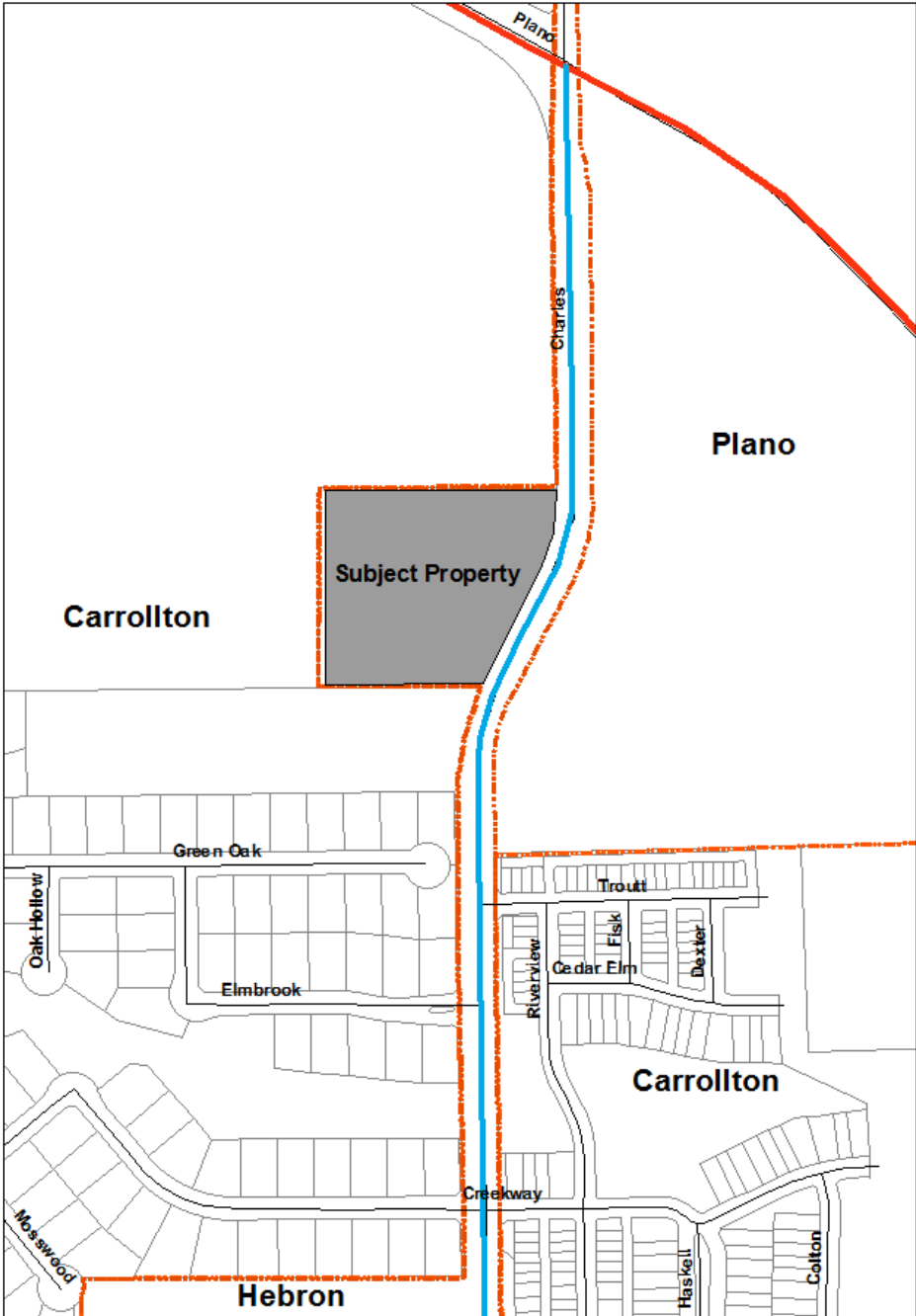
THENCE Southerly with said right-of-way and a curve to the right having a central angle of 28 degrees 30', a chord of South 12 degrees 40' 29" West 140.17 feet, a radius of 284 .73 feet, and an arc distance of 141.63 feet to a steel pin at the end of said curve;

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**  
**MUNICIPAL SERVICE PLAN**

**FIRE AND POLICE**

*Existing Services:* None

*Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 7, located at 4750 N. Josey Lane and secondary response by Fire Station No. 4, located at 2155 E. Rosemeade Parkway. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

Currently, the area is under the jurisdiction of the Denton County Sheriff's Office. However, upon annexation, the City of Carrollton Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

**BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:* The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Carrollton.

**PLANNING AND ZONING**

*Existing Services:* None

*Services to be Provided:* The Planning Department's responsibility for regulating development and land use through the administration of the City of Carrollton's Comprehensive Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Carrollton's Comprehensive Subdivision Ordinance. These services can be provided within the department's current budget.

**LIBRARY**

*Existing Services:* None

*Services to be Provided:* Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

**ENVIRONMENTAL CODE ENFORCEMENT**

*Existing Services:* None

*Services to be Provided:* The Environmental Services Department will implement the enforcement of the City’s environmental ordinances and regulations on the effective date of the annexation. Such services can be provided with current Environmental Services Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

**STORM WATER MANAGEMENT**

*Existing Services:* None

*Services to be Provided:* Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completion. The City will then maintain the drainage upon approval.

**WATER AND SANITARY SEWER SERVICE**

*Existing Services:* Yes

*Services to be Provided:* Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes, Carrollton General Design Standard (GDS) and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

**SOLID WASTE SERVICES**

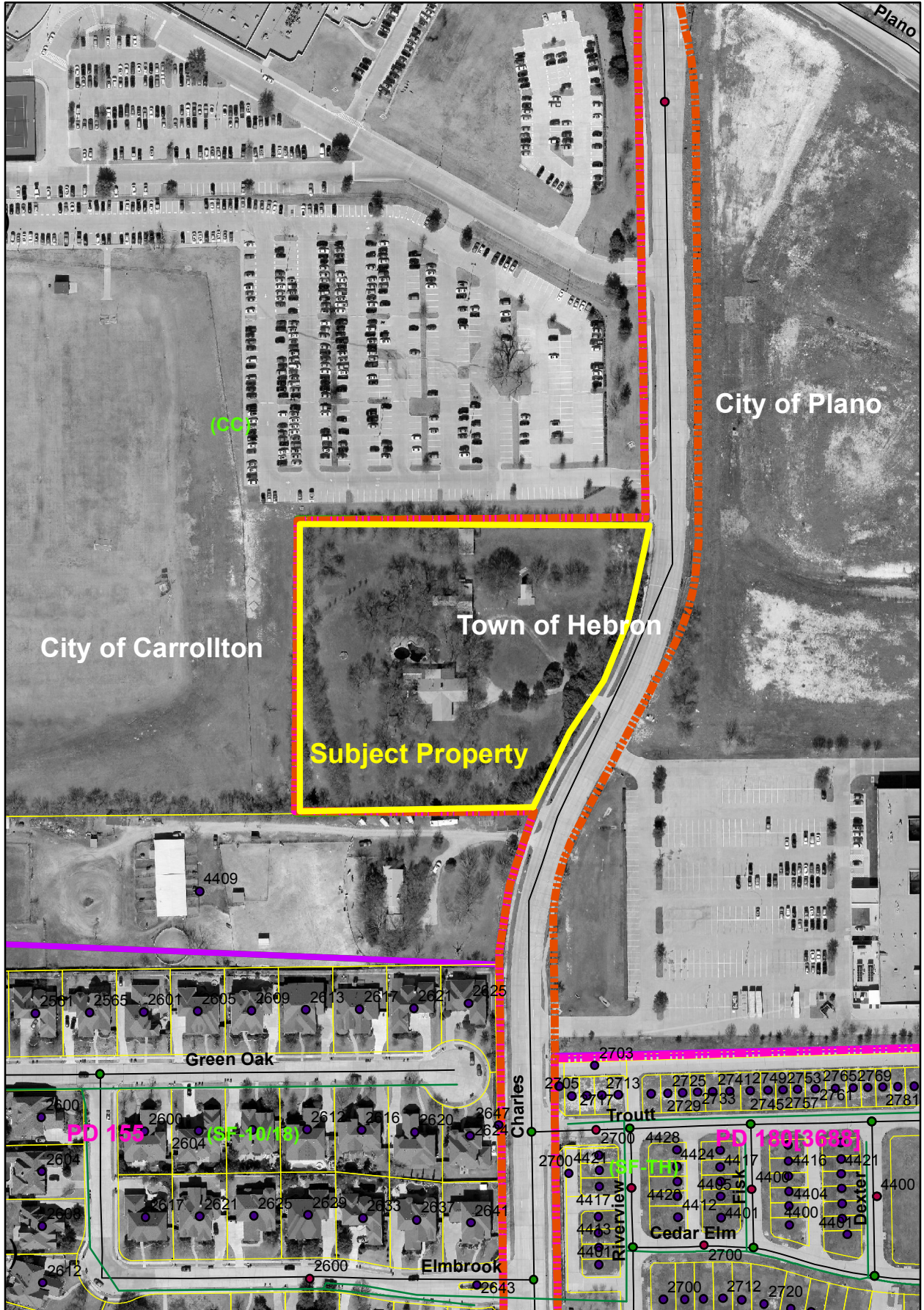
*Existing Services:* None

*Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

**MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with the City of Carrollton’s established policies governing extension of municipal services to newly annexed areas.

# Locator Map





# City of Carrollton

## Agenda Memo

File Number: 2609

Agenda Date: 5/3/2016

Version: 1

Status: Public  
Hearing/Individual  
Consideration

In Control: City Council

File Type: Resolution

Agenda Number: 30.

CC MEETING: May 3, 2016

DATE: April 22, 2016

TO: Leonard Martin, City Manager

FROM: Michael McCauley, Senior Planner

Hold A Public Hearing And Consider A Resolution Amending The Comprehensive Plan And The Future Land Use Map To Change An Approximately 15.5-Acre Site Located At The Southeast Corner Of Parker Road And Dozier Road From Medium-Intensity Office And Mixed Uses To Single-Family Detached Residential Uses. Case No. 02-16MD1 Parker At Dozier (Comp Plan). Case Coordinator: Michael McCauley.

### BACKGROUND:

This is a request for an amendment to the Comprehensive Plan and Land Use Map to change an approximately 15.5-acre site from Mixed Use and Medium Intensity Office uses to Low Intensity Residential uses.

A companion request to change the zoning on the subject property is on this agenda (Case No. 02-16Z1 Parker at Dozier - Zoning).

### STAFF RECOMMENDATION/ACTION DESIRED:

On March 3, 2016 the Planning & Zoning Commission recommended **APPROVAL** of the amendments to the Comprehensive Plan. The attached resolution reflects the action of the Commission. Although no public opposition has been received, the action of the Commission was not unanimous. Therefore, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.

**RESULT SHEET**

**Date: 05/04/16**

**Case No./Name: Case No. 02-16MD1 Parker at Dozier (Comp Plan)**

**A. STAFF STIPULATIONS AND RECOMMENDATIONS**

Staff recommends **APPROVAL** of the Comprehensive Plan amendment.

**B. P&Z RECOMMENDATION** from P&Z meeting: 02/04/16

Result: **CONTINUED** to the March 3, 2016 meeting /Vote: 6 – 0 (McAninch, Nesbit & Romo absent)

**C. P&Z RECOMMENDATION** from P&Z meeting: 03/03/16

Result: **APPROVED** /Vote: 7 – 1 (Chadwick opposed, Nesbit absent)

**D. CC PUBLIC HEARING** from CC meeting: 05/03/16

Result: /Vote:



## **STAFF ANALYSIS**

### **PROPOSAL/REQUEST**

- The applicant is requesting a change in the land use designation for two tracts totaling approximately 15.5-acres from Mixed Use and Medium Intensity Office uses to Single Family Detached Residential uses.
- The applicant plans to develop a single family residential subdivision.
- A companion zoning change request is on this agenda (Case No. 02-16Z1 Parker at Dozier - Zoning). Said request would create a new planned development district (PD) based on the (SF-5/12) Single Family Residential District with modified development standards.

### **SITE ELEMENTS**

- The subject property is capable of being served by Carrollton's water and sewer system.
- Access into the site would be from Parker Road to the north and Culpepper Road to the south.
- Neither Parker Road nor Dozier Road abutting the subject tract are in the City of Carrollton. They are in the corporate limits of the Town of Hebron. As a result, no improvements to either road are proposed in conjunction with the proposed development. At some point in the future, these roadways may be annexed into Carrollton.
- Both roadways already have sufficient right-of-way to meet the long-term plans of the City of Carrollton.
- Parker Road at this location has previously been improved by the State of Texas to its final intended design. Dozier Road appears to be substantially in accordance with construction requirements, other than having "bar ditches" rather than underground storm sewers.
- Culpepper Road abutting the south side of the proposed development is half in Carrollton (north half of roadway) and half in Hebron (south half). The applicant intends to request dis-annexation from Hebron and annexation into Carrollton, in order to have the entire right-of-way in Carrollton. They will then reconstruct Culpepper Road from Dozier Road eastward to a point just beyond the south driveway into the proposed subdivision to meet current City standards.
- The site has gentle topography, sloping generally from the southwest to the northeast.
- There is a "wedge" of property along the south side of Parker Road at the northeast corner of the subject tract which was not annexed into Carrollton when this property was.

The applicant plans to request dis-annexation from Hebron and annexation into Carrollton in order to use this “wedge” as green space and detention for the subdivision.

- There are existing low-intensity commercial uses on the site which would be removed.

### **COMPREHENSIVE PLAN ELEMENTS**

The Comprehensive Plan describes the Single Family Detached Residential category as follows:

**Single-Family Residential (0-6 Dwelling Units Per Net Acre).** This category represents conventional single-family detached development, where basic neighborhood units would be created through the inclusion of schools, churches, and public parks. When land within developed areas is dedicated to rights-of-way, easements, parks, etc., the typical development density is between three and five dwelling units per acre. Appropriate zoning districts may include Single-Family (SF-12/20) through (SF-6.5/12) Single-Family Patio Home (SF-PH), and Planned Development (PD) with one or more of these uses.

(Note: The (SF-5/12) Single Family Residential District is essentially equivalent to the (SF-PH) Patio Home District in the Comprehensive Zoning Ordinance.)

**The following policies found in the Comprehensive Plan form the intention of the City Council regarding development issues within the City related to the subject site:**

### **URBAN FORM**

LU-8 Encourage mixed-uses and urban housing within a five-to-ten-minute walk from the downtown area.

*This site is not near downtown Carrollton. Accordingly, high-density, mixed uses are probably not appropriate at this location.*

LU-9 As conditions change and alternative land uses are considered, stable single-family neighborhoods should be preserved.

*Existing single family developments are to the east and northeast, on the other side of the Burlington Northern & Santa Fe Railroad (in Plano).*

LU-10 Infill development that is compatible and complementary with the character of the surrounding neighborhood or area should be encouraged.

*While not technically “infill,” the subject site is in an area of transition from very low density, semi-rural mixed uses to a more conventional suburban development pattern. Development as proposed would be in accordance with longer term changes happening in the immediate area.*

LU-14 "Urban" residential development should be concentrated in areas with transit, retail and employment opportunities within easy walking distance.

*This site is not near any transit stations, and is separated from the existing retail/commercial uses to the north by a six-lane arterial. Accordingly, "urban" residential uses are probably not appropriate at this location.*

### **COMMERCIAL**

LU-18 Revitalize aging and under-performing retail areas. Where there is an excess of retail-zoned land, alternate uses should be encouraged.

*and*

LU-20 The City should avoid strip-zoning thoroughfares with retail uses.

*Despite having zoning in place for retail/commercial uses since 1999, it has never developed. City policy is that major retail/commercial uses should be located at major intersections; generally the intersection of two six-lane arterials. Although Parker Road is designated as an (A6D) Six-Lane Divided Arterial at this location, Dozier Road is designated as a "local street." This intersection does not seem appropriate as a major retail node. Additionally, there are existing retail/commercial uses across Parker Road to the north, which may be satisfying market demand for such uses in this immediate area.*

### **URBAN CENTERS**

UD-8 Development standards should be established for "urban center" areas that reflect an urban "walkable" style of development.

*and*

UD-10 Work with property owners to ensure that pedestrian-oriented, mixed-use development occurs within approximately one-half mile of transit stations. This may include:

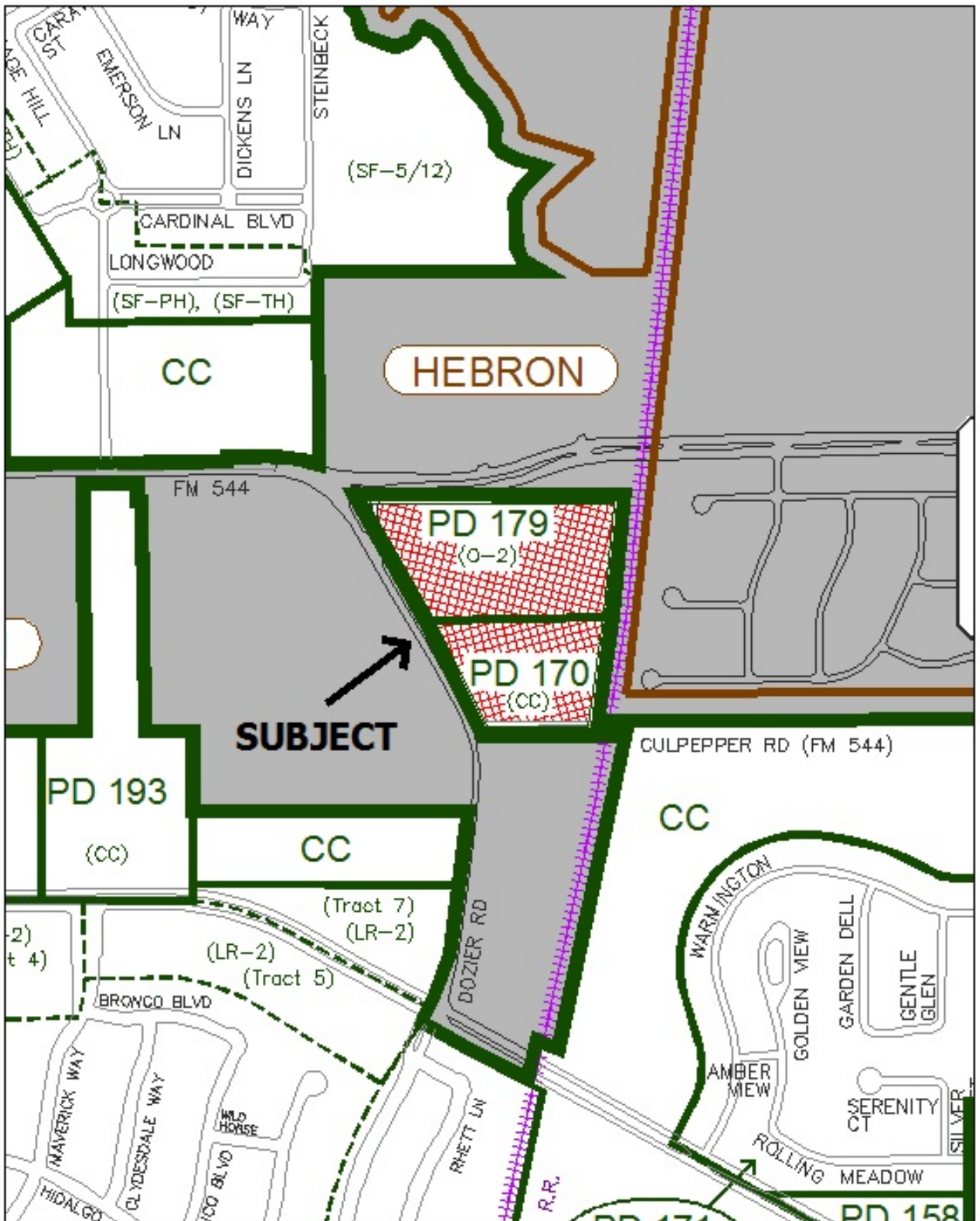
- a. Retail uses at ground level along pedestrian corridors
- b. Establishing incentives and programs for this style of development
- c. Purchasing key parcels of land on an opportunity basis

*This site is not near a transit station. Accordingly, high-density, mixed uses are probably not appropriate at this location.*

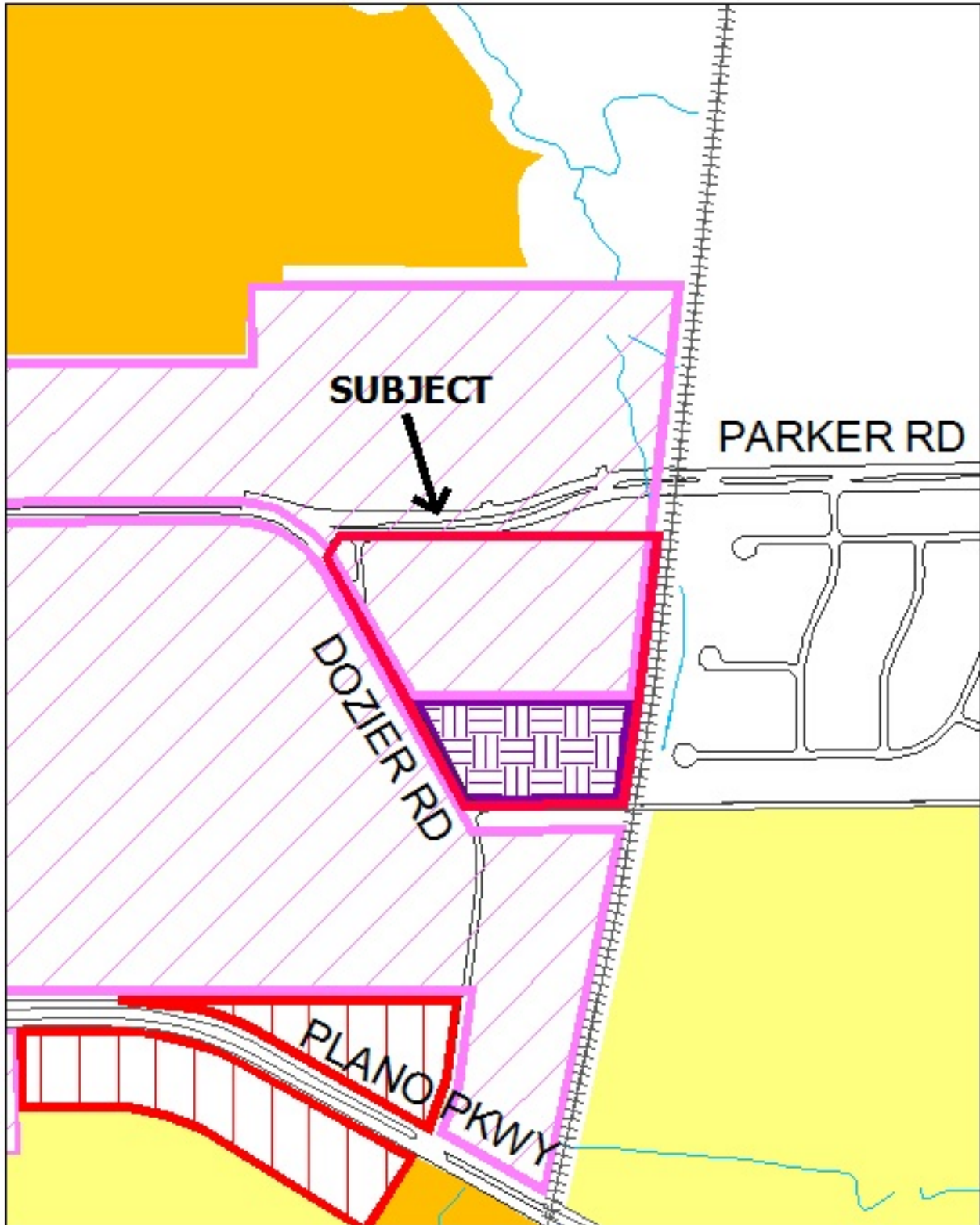
### **CONCLUSION**

The proposed change in the land use designation appears appropriate.

LOCATION MAP

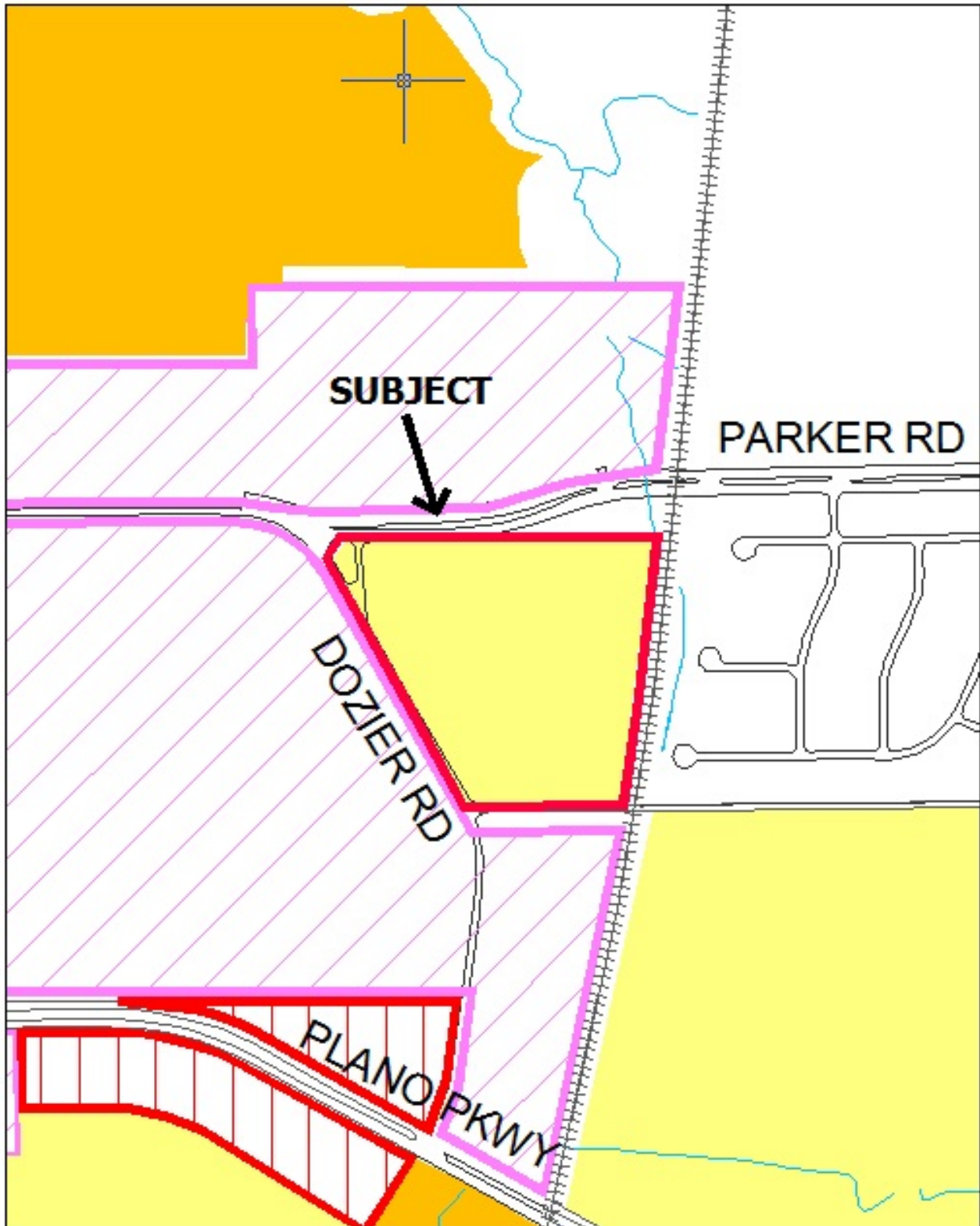


**EXISTING COMPREHENSIVE PLAN**



LEGEND						
RESIDENTIAL	OFFICE	COMMERCIAL	PUBLIC/SEMI-PUBLIC	PARK, RECREATION, & OPEN SPACE	INDUSTRIAL	MIXED USE / URBAN

**PROPOSED COMPREHENSIVE PLAN**



LEGEND						
RES IDENTIAL	OFFICE	COMMERCIAL	PUBLIC/SEMI-PUBLIC	PARK, RECREATION, B. OPEN SPACE	INDUSTRIAL	MIXED USE / URBAN

**Excerpt from Approved Minutes  
Planning & Zoning Commission  
Meeting of February 4, 2016**

*(Item discussed concurrently with the companion zoning case)*

Public Hearing To Consider And Act On A Resolution For An **Amendment To The Comprehensive Plan** And The Future Land Use Map To Change An Approximately 15.5-Acre Site Located at The Southeast Corner of Parker Road and Dozier Road from Medium-Intensity Office and Mixed Uses To Low Intensity Residential Uses. **Case No. 02-16MD1 Parker at Dozier (Comp Plan)**/Taylor Duncan Interests. Case Coordinator: Christopher Barton.

Public Hearing To Consider and Act On An Ordinance To Amend The Zoning On An Approximately 15.5-Acre Tract Located At The Southeast Corner Of Parker Road And Dozier Road To **Repeal Planned Development District 170** In Its Entirety And To **Amend Planned Development District 179** To Encompass The Area Of Planned Development District 170 And To Allow For Single Family Development With Modified Development Standards, Amending The Official Zoning Map Accordingly. **Case No. 02-16Z1 Parker at Dozier (Zoning)**. Case Coordinator: Christopher Barton.

Vice Chair Averett advised that Items 6 & 7 would be heard simultaneously but would have separate action taken.

Barton presented the requests and history of the two sites. He explained the current proposal is to change the zoning and the Comprehensive Land Use Plan from Office uses and Mixed uses to a conventional Single Family subdivision. Staff felt the request and proposal was acceptable and reasonable. He stated his understanding that the applicant may request a continuance to the March meeting to allow them more time to further develop their concept. Staff had no objection to the continuance.

Steven Davis, 12400 Coit Road, Dallas, representing Taylor Duncan, stated their request for a continuance to allow them time to finalize details with the builder. He made a brief presentation. The proposal requests a minimum lot width of 45 feet providing for an approximate 4,500 square foot lot with front entry homes; 11 foot front building setback, garage set back 20 feet; a 41 foot right-of-way with the standard 31 foot back to back street. The proposal included a masonry screening wall with intermittent wrought iron on Parker Road and at the main entrance along with live screening. There would also be a solid masonry screening fence on Dozier Road with trees and landscaping. The proposal also includes a small passive park in the northeast corner that would be a little less than an acre in size. He addressed the possibility of a detention area stating that if it were necessary, they would dress it up with trees and a wrought iron fence. Lastly he stated they were asking for rollover curbs.

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

Tom Sifferman, 5036 Dickens Lane, voiced a concern about the variations requested; concern that the west side of the property would not be developed because it is currently in Hebron; lack

of screening along the railroad tracks; and concern about the number of homes in a small area. He also stated he thought the applicant should be required to set up an escrow account for future development of Dozier Road when it is eventually annexed into Carrollton. Overall he felt it was a good deal.

- \* *Sundaran moved to keep the public hearing open and continue Case No. 02-16MD1 Parker at Dozier (Comp Plan) to the March 3, 2016 meeting; second by Daniel-Nix and the motion was approved with a unanimous 6-0 vote (McAninch, Nesbit and Romo absent).*
  
- \* *Chadwick moved to keep the public hearing open and continue Case No. 02-16Z1 Parker at Dozier (Zoning) to the March 3, 2016 meeting; second by Kiser and the motion was approved with a unanimous 6-0 vote (McAninch, Nesbit and Romo absent).*



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

*(Item discussed concurrently with the companion zoning case)*

**Public Hearing To Consider And Act On A Resolution For An Amendment To The Comprehensive Plan And The Future Land Use Map To Change An Approximately 15.5-Acre Site Located at The Southeast Corner of Parker Road and Dozier Road from Medium-Intensity Office and Mixed Uses To Single Family Detached Residential Uses. Case No. 02-16MD1 Parker At Dozier (Comp Plan)/Taylor Duncan Interests. Case Coordinator: Christopher Barton.**

**Public Hearing To Consider and Act On An Ordinance To Amend The Zoning On An Approximately 15.5-Acre Tract Located At The Southeast Corner Of Parker Road And Dozier Road To Repeal Planned Development District 170 In Its Entirety And To Amend Planned Development District 179 To Encompass The Area Of Planned Development District 170 And To Allow For Single Family Development With Modified Development Standards, Amending The Official Zoning Map Accordingly. Case No. 02-16Z1 Villas at Parker (Zoning). Case Coordinator: Christopher Barton**

Chair McAninch noted that Item 5 and 6 were companion items that would be heard simultaneously but would be acted on with separate motions.

Barton advised that the Comprehensive Plan had to be changed in order to allow the zoning to be amended. He stated that Item 5 changes the existing Comprehensive Plan to single family detached dwellings. Staff recommended in favor of the request. Item 6 would change the zoning of the two existing planned development districts to a single family detached patio home product with variations to some development standards. In exchange for the variations, the applicant offered more landscaping and was offering to pay a parkland dedication fee in lieu of dedicating park land above and beyond what the ordinance requires. The homes would be front entry with no alleys. The applicant requested a reduction in the right-of-way width and offered to offset that by placing utility easements on either side of the right-of-way width. He noted that the requested right-of-way width of 31 feet had only been approved once in Carrollton; in December 2015 for a single family development in northwest Carrollton. He stated the applicant offered to offset that with a commitment to place utility easements on either side of the right-of-way. He noted that the case was before the Commission at the February meeting but had been continued to this meeting at the applicant's request.

Larry Taylor, 400 Los Lomos, Heath, Texas partner with Taylor Duncan Inc., gave a history of the company and turned the presentation to those in the audience that could answer additional questions.

Steven Davis, Taylor Duncan, 12400 Coit Road, Ste. 850, Dallas, showed a PowerPoint presentation with photos of current and past projects in the Metroplex. He noted that the site was about 15.5 acres and felt the requested zoning change was very appropriate for the area and felt that single family was the highest and best use. There would be approximately 101 lots with the typical lot being about 45 feet wide and 92 feet deep; 4,100 square foot minimums; front entry with an enhanced and upgraded garage door to make sure the street scene was appropriate. He stated they would require the builder

to put a street tree at least on every other lot to increase the street scene. There would be enhanced landscaping along Parker Road to the north; an entry feature; have a masonry fence with intermittent wrought iron as well as a living screen, ornamental and canopy trees, with a mixture of native grasses, shrubs and rocks with a sidewalk going through it. He stated that Dozier Road would also have a six foot fence and they would dedicate an additional 15 foot landscape buffer along Dozier. He noted that the road to the south was Culpepper and part of it was not in the City of Carrollton; however they plan to annex it into the City and rebuild it to City standards. He referred to the area on the northeast corner that would be the amenity center area and would be more of a passive park with benches, picnic tables, trails where people could gather or take their pets. He noted there would be a small detention area that would be fenced with wrought-iron and probably would be a small dog park area. He noted that a railroad track was along the east boundary and they would install a board on board eight foot cedar fence located in an easement and maintained by the HOA. He referred to the typical conceptual front entry homes noting they wanted to require 90% masonry on the front façade with 100% on the back along Parker and Dozier Road. He also provided photos of homes built in other projects.

Romo noted that the water and sewer lines would be under the roadway and voiced concern that repairs to those utilities could accelerate the decline of the roadway. He asked for the reason wondering if it was to allow the applicant to get more lots. Mr. Davis stated more lots was part of the reason reminding the Commission that this was an infill site noting that typically with infill sites, the land costs was extremely expensive. The developer is trying to get the most economic impact which means getting the most number of lots as possible. He stated most of the cities he is working with today have their utilities under the street but they would be willing to work with staff to try to get either the water or sewer in the easement rather than under the roadway. He also felt that as a new development, it would be many years before this would be an issue. Romo responded that the situation may be fine for now but was concerned about what the situation would be in 15 years when the city would be responsible for the repairs. Romo also asked about the location of the water meters and sanitary sewer clean-outs. Since the street and sidewalk combined will be 41 feet, he asked if these would be placed in the sidewalks. Mr. Davis stated those would be located in a six to eight foot dedicated easement outside the sidewalk along with the franchise utilities.

Kraus agreed with the concerns voiced by Romo and felt that if the applicant could get the water line out from under the roadway, it would be favorable. Mr. Davis reiterated that they would be happy to work with staff to see if that could be accommodated.

Chair McAninch noted that the public hearing was still open and invited speakers to address the Commission.

Tom Sifferman, 5036 Dickens Lane, stated he was happy with the overall project and the amount of the fee in lieu of park land offered by the applicant. He felt a better sound barrier was needed along Parker Road and along the railroad. He also stated his preference for real wood garage doors and sidewalks on all sides.

Chair McAninch offered rebuttal or closing comments to the applicant and the applicant declined. There being no other speakers, Chair McAninch closed the public hearing.

- \* *Averett moved approval of Case No. 02-16MD1 Parker at Dozier (Comp Plan); second by Kraus and the motion was approved with a 7-1 vote (Chadwick opposed, Nesbit absent).*
  
- \* *Kiser moved approval of Case No. 02-16Z1 Villas at Parker (Zoning) as presented; second by Daniel-Nix and the motion was approved with a 5-3 vote (Averett, Romo and Chadwick opposed, Nesbit absent).*

PLANNING DEPARTMENT  
City of Carrollton  
Date: 05/03/16

DEVELOPMENT NAME:  
Villas at Parker (Comprehensive Plan)

**RESOLUTION NUMBER \_\_\_\_\_**

RESOLUTION NUMBER \_\_\_\_\_ OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AMENDING THE COMPREHENSIVE PLAN ADOPTED BY RESOLUTION NUMBER 2672 ON FEBRUARY 18, 2003, TO AMEND THE DESIGNATION FOR AN APPROXIMATELY 15-ACRE TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF PARKER ROAD (F.M. 544) AND DOZIER ROAD FROM MEDIUM INTENSITY OFFICE AND MIXED USES TO SINGLE FAMILY DETACHED USES; AMENDING ACCORDINGLY THE FUTURE LAND USE MAP; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION.

**WHEREAS**, the Planning & Zoning Commission reviewed and studied an amendment to the Comprehensive Plan (Case No. 02-16MD1); and

**WHEREAS**, the Planning & Zoning Commission conducted a public hearing on March 3, 2016 and after all persons were given an opportunity to present testimony, considered and recommended the following change regarding an appropriate future land use; and

**WHEREAS**, the City Council conducted a public hearing on May 3, 2016, at which all persons were given an opportunity to present testimony; and

**WHEREAS**, the amendment is in accordance with the goals, objectives and policies of the Comprehensive Plan, adopted by Resolution Number 2672 on February 18, 2003, as amended; and

**WHEREAS**, the City Council has concluded that the amendment to the Plan is in the best interest of the city and is for the purpose of protecting the health, safety, and general welfare of the city and its citizens.

**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 Ordinance as if copied in their entirety.

Section 2.

The 2003 Comprehensive Plan is hereby amended for only that 15 acre tract of land located at the southeast corner of Parker Road (F.M. 544) and Dozier Road shown to be designated for Medium Intensity Office and Mixed Uses on the attached Exhibit A, by amending said tract to provide for the Single Family Detached land use designation as identified on Exhibit B. This amendment, collectively with all other existing Comprehensive Plan provisions will constitute the Comprehensive Plan for all matters related to long-range guidance relative to zoning decisions, land subdivision, thoroughfare construction and growth management on such property.

Section 3.

An amendment to the Future Land Use Map of the City's Comprehensive Plan for said tract, which amendment is attached hereto as Exhibit B and incorporated herein for all purposes, is hereby adopted by the City Council.

Section 4.

Save and except as amended herein, the Comprehensive Plan adopted on February 18, 2003 by Resolution Number 2672, as amended, shall remain in full force and effect.

Section 5.

The provisions of this resolution are severable. If any section, sub-section, paragraph, clause, phrase or provision of this resolution or its application to any person or circumstance shall be adjudged or held invalid, that invalidity shall not affect the provisions that can be given effect without the invalid provision or application.

Section 6.

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

PASSED AND APPROVED this the Third day of May, 2016.

CITY OF CARROLLTON

By: \_\_\_\_\_  
Matthew Marchant, Mayor

ATTEST:

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

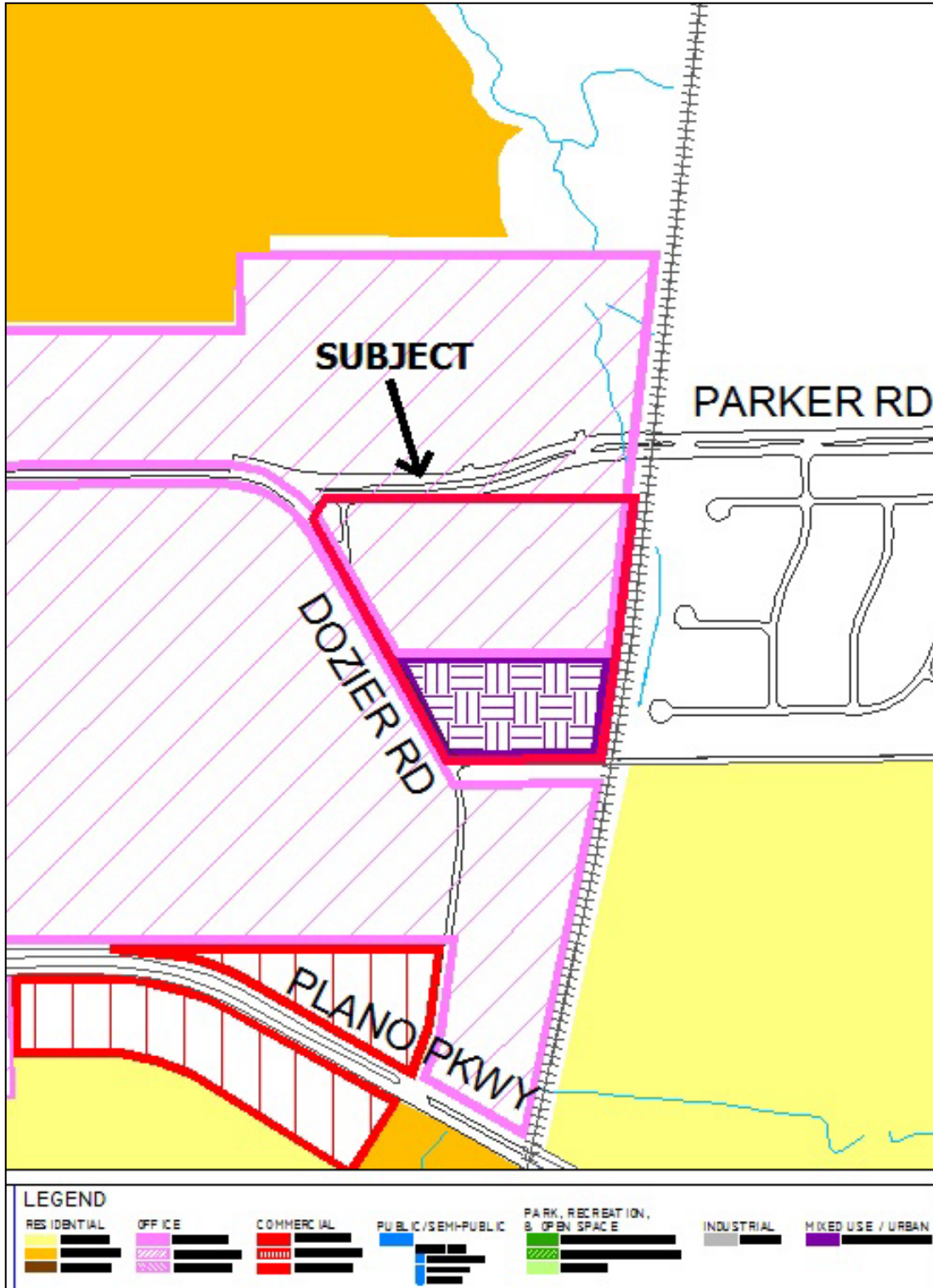
APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Michael McCauley  
Senior Planner

**EXHIBIT A  
CURRENT LAND USE MAP**



**EXHIBIT B  
REVISED LAND USE MAP**

