

# City of Carrollton

*1945 E. Jackson Road  
Carrollton, TX 75006*



## REGULAR WORKSESSION & MEETING

**Tuesday, May 17, 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.
3. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

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

4. Discuss Amenities For Thomas Baseball Complex.
5. Discuss The 2016 Bond Issue.
6. Discuss Strategic Planning Session.
7. Discuss Oncor's Tree Trimming Practices.
8. Mayor and Council reports and information sharing.

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

9. Present A Proclamation Declaring May 2016 As Asian American Heritage Month.
10. Present A Proclamation Declaring May 16-20, 2016 As National Public Works Week.

**PUBLIC FORUM**

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

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

**CONSENT AGENDA**

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

**MINUTES**

- \*12. Consider Approval Of The May 3, 2016 Regular Meeting Minutes.

**BIDS & PURCHASES**

- \*13. Consider Approval Of The Purchase Of Two Shade Structures For McInnish Dog Park From Site Source Inc. Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$48,764.00.
- \*14. Consider Approval Of The Purchase Of A Payment Kiosk And Related Services From AdComp Systems Group For An Annual Amount Not To Exceed \$49,900.00.

**CONTRACTS & AGREEMENTS**

- \*15. Consider Approval Of A Three-Year Contract Extension With Everbridge, Inc. For The CarrolltonALERT Mass Notification System With The Addition Of The 'ContactBridge' Mobile Device Application For City Residents In An Amount Not To Exceed \$45,500.00.

## ORDINANCE

- \*16. Consider An Ordinance Approving A Negotiated Settlement Between The Atmos Cities Steering Committee ("Acsc") And Atmos Energy Corp., Midtex Division Regarding The Company's 2016 Rate Review Mechanism Filings; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs That Reflect Rate Adjustments Consistent With The Negotiated Settlement; Finding The Rates To Be Set By The Settlement Tariffs To Be Just And Reasonable And In The Public Interest; Requiring The Company To Reimburse Acsc's Reasonable Ratemaking Expenses; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Adopting A Savings Clause; Declaring An Effective Date; And Requiring Delivery Of This Ordinance To The Company And The Acsc's Legal Counsel.

## RESOLUTIONS

- \*17. Consider A Resolution Nominating One Candidate To A Slate Of Nominees For The Board Of Managers For The Denco Area 9-1-1 District.
- \*18. Consider A Resolution Authorizing The City Manager To Enter Into An Interlocal Cooperation Agreement With Denton County For The Contribution By The County Toward Completion Of The Construction Of The Southbound Lanes Of Marsh Lane Between Hebron Parkway And Plano Parkway In An Amount Of \$1,503,427.00; And Providing An Effective Date.
- \*19. Consider A Resolution Authorizing The City Manager To Enter Into An Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) For The Relocation And Construction Of A 2-Inch Diameter Water Line For The FM 544 Reconstruction Project From The West Carrollton City Limit, West Of Josey Lane, To Approximately 2,700 Feet West In An Amount Not To Exceed \$68,717.75; And Providing An Effective Date.
- \*20. Consider A Resolution Authorizing The City Manager To Execute A Contract With Lindamood Demolition, Inc. For The Asbestos Abatement And Building Demolition At 1441 West Trinity Mills Road Through An Interlocal Agreement With The City Of Fort Worth In An Amount Not To Exceed \$214,783.20.

**PUBLIC HEARING - INDIVIDUAL CONSIDERATION**

21. Hold The Second Public Hearing To Consider An Ordinance Annexing An Approximately 4.5-Acre Tract 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.

**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 13th day of May 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: 2649

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 4.

**CC MEETING: May 17, 2016**

**DATE:** May 10, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Kim Bybee, Athletics Manager, and Scott Whitaker, Parks and Recreation Director

Discuss **Amenities For Thomas Baseball Complex.**

In the 2013 bond election, funds were approved to replace the restroom/concession building at the Thomas Baseball Fields. Other areas such as the parking lot, fencing, sidewalks, bleachers, and shade also needed improvements based on report card grades. City Council approved making improvements to Thomas Baseball Fields and now staff would like to discuss the addition of amenities.

Staff will provide photos, cost estimates and the potential layout within the complex.







# City of Carrollton

## Agenda Memo

File Number: 2658

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 5.

**CC MEETING: May 17, 2016**

**DATE:** May 12, 2016

**TO:** Leonard Martin, City Manager

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

Discuss **The 2016 Bond Issue.**

### **BACKGROUND:**

The City of Carrollton General Obligation Improvement and Refunding Bonds, Series 2016, were sold in a competitive bid on May 3, 2016. The issue consisted of \$20,170,315.55 of new improvement bonds, and \$13,647,386.10 in proceeds to refund the 2007 Series. The refunding resulted in \$2,081,604.08 of net present value savings. The sale was done within the parameters ordinance approved by Council on April 5, 2016. Staff will report detail results of the sale during the work session meeting.





# City of Carrollton

## Agenda Memo

File Number: 2656

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 6.

**CC MEETING:** May 17, 2016

**DATE:** May 11, 2016

**TO:** Leonard Martin, City Manager

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

Discuss **Strategic Planning Session.**





# City of Carrollton

## Agenda Memo

File Number: 2641

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 7.

**CC MEETING: May 17, 2016**

**DATE:** May 9, 2016

**TO:** Leonard Martin, City Manager

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

Discuss **Oncor's Tree Trimming Practices.**

### **BACKGROUND:**

Upon Council request, staff researched possible solutions to Oncor's current tree trimming practices underneath powerlines along certain roads. The following properties were mentioned as areas of concern that are located in a right-of way:

- Frankford Road (between Josey and Kelly)
- Josey Lane (between Trinity Mills and Frankford)
- E Jackson Road (surrounding Cater Lake)
- Keller Springs Road (between Old Denton and Josey)
- 2 Trees on Russell Avenue

Other areas of concern are located on private property. A comprehensive list of these locations is attached.

Trees are one of the major causes of power outages. In order to provide reliable electric service and ensure public safety, Oncor performs regular tree trimming maintenance throughout service territories to try to maintain a ten foot clearance from high voltage power lines. Because of immense safety hazards, Chapter 752 of the Texas Health and Safety Code prohibits a customer from trimming their own trees within six feet of high voltage lines.

Large trees in the areas listed above can be removed and replaced with smaller, ornamental trees to avoid intruding into Oncor's clearance area. Because of the size of the trees being removed, they cannot be successfully transplanted.

### **FINANCIAL IMPLICATIONS:**

The total estimate to remove and replace trees in the cited locations is \$80,800.00. As this

estimate is based on experience with a former contractor rather than actual bids by a tree removal contractor, competitive bidding is recommended.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff is requesting direction from Council on how to proceed.

**ATTACHMENTS:**

Tree Removal and Replacement Estimates

## Tree Removal & Replacement Estimates

- **Frankford Road (between Josey and Kelly)** - 12 Live Oaks requiring removal

Removal	\$11,400.00
Replacement	\$10,800.00
<b>Area total</b>	<b>\$22,200.00</b>
  
- **Josey (between Trinity Mills and Frankford)** - Approximately 9 Live Oaks that appear to be in the ROW

Removal	\$8,550.00
Replacement	\$8,100.00
<b>Area total</b>	<b>\$16,650.00</b>
  
- **E. Jackson Road** - Appear to be on private property except for 11 trees at Crater Lake

Removal	\$10,450.00
Replacement	\$2,700.00
<b>Area total</b>	<b>\$13,150.00</b>
  
- **Keller Springs (between Old Denton and Josey)** – 16 trees located in an unpaved alley

Removal	\$15,200.00
Replacement	\$11,700.00
<b>Area total</b>	<b>\$26,900.00</b>
  
- **E. Russell Ave. (at Denton Dr)** - Trees primarily on private property. Two trees at Russell appear to be in City ROW.

Removal	\$1,900.00
Replacement	no replacement
<b>Area total</b>	<b>\$1,900.00</b>
  
- Project Total**                      **\$80,800.00**

Tree Planting Bids will be let for bid in September of 2016, and recommended replacements can be part of that upcoming bid.

The following locations were mentioned as a concern but fall on private property:

- Hebron Parkway (between Josey and Marsh)
- Frankford Road (between Old Denton and Josey)
- Furneaux Lane (between Frankford and Rosemeade)
- Trinity Mills Road (between Marsh and Kelly)
- Marsh Lane (between Keller Springs and Belt Line)
- Belt Line Road (between Josey and Webb Chapel)







# City of Carrollton

## Agenda Memo

File Number: 2636

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Presentations

**In Control:** City Council

**File Type:** Presentation

**Agenda Number:** 9.

**CC MEETING:** May 17, 2016

**DATE:** May 6, 2016

**TO:** Leonard Martin, City Manager

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

Present A **Proclamation Declaring May 2016 As Asian American Heritage Month.**

**WHEREAS**, our country is strengthened by the many cultures and people that live in America and contribute greatly to our society, economy and way of life; and

**WHEREAS**, over 300,000 Asian Americans now reside in the Dallas-Fort Worth metropolitan area, representing a rapidly growing segment of the population of our city and nearby communities; and

**WHEREAS**, while Asian Americans celebrate their unique and rich history, culture and traditions, they also share values that are common throughout America, such as dedication to family, love of freedom, excellence in education, and service to the community; and

**WHEREAS**, today Asian Americans have made important contributions to our city and our nation in government, business, education, science and other fields, and because of their hard work and entrepreneurship Asian Americans have prospered and achieved success; and

**WHEREAS**, each year, the President of the United States of America, joined by elected officials and leaders throughout the country, collectively issue proclamations in the month of May to recognize the importance and the richness that the Asian American community adds to the cultural fabric of our society; and

**WHEREAS**, throughout the month of May, Asian Americans will join together to host celebrations and educational events to honor the strong heritage, history, and culture of their ancestral homeland and their role in the future of America.

**NOW, THEREFORE**, I, Matthew Marchant, Mayor of the City of Carrollton, and on behalf of the Carrollton City Council, do hereby proclaim May 2016 as **ASIAN AMERICAN HERITAGE MONTH** in recognition of the invaluable contributions that Asian Americans have made to our City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Carrollton, Texas to be affixed this 17th day of May, 2016.

A handwritten signature in black ink, appearing to read 'Matthew Marchant', written over a horizontal line.

Matthew Marchant, Mayor



# City of Carrollton

## Agenda Memo

File Number: 2637

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Presentations

**In Control:** City Council

**File Type:** Presentation

**Agenda Number:** 10.

**CC MEETING: May 17, 2016**

**DATE:** May 06, 2016

**TO:** Leonard Martin, City Manager

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

Present A **Proclamation Declaring May 16-20, 2016 As National Public Works Week.**

### **BACKGROUND:**

This agenda item is to declare the week of May 16-20, 2016 as "National Public Works Week" (NPWW). Instituted as a public education campaign by the American Public Works Association in 1960, NPWW calls attention to the importance of public works in community life. The Week seeks to enhance the prestige of the often-unsung heroes of our society - the professionals who serve the public good every day with quiet dedication. This year's theme is "Public Works Always There".

**WHEREAS**, the City of Carrollton Public Works department manages the City's streets, storm water, traffic operations, drinking water and wastewater systems to enhance the quality of life for the Carrollton community; and

**WHEREAS**, public works services are an integral part of our citizens' everyday lives and the health, safety and comfort of this community greatly depends on services; and

**WHEREAS**, this year, the theme of Public Works Week is "Public Works Always There," which showcases the pervasiveness of public works that communities depend on as the men and women of the profession are always there and always ready; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments are directly influenced by the people's attitude and understanding of the importance of the work they perform;

**NOW, THEREFORE**, I, Matthew Marchant, by the authority vested in me as Mayor of the City of Carrollton, do hereby proclaim May 15-21, 2016 as **NATIONAL PUBLIC WORKS WEEK** in the City of Carrollton and invite all our citizens to join me in becoming aware of the issues and activities involved in providing our public works.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Carrollton, Texas, this 17<sup>th</sup> day of May 2016.

A handwritten signature in dark ink, appearing to read 'Matthew Marchant', is written over a horizontal line.

Matthew Marchant, Mayor



# City of Carrollton

## Agenda Memo

File Number: 2651

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**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** \*12.

**CC MEETING:** May 17, 2016

**DATE:** May 11, 2016

**TO:** Leonard Martin, City Manager

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

Consider Approval Of The May 3, 2016 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL  
REGULAR WORKSESSION AND MEETING  
MAY 3, 2016**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, May 3, 2016 at 5:45 p.m. with the following members present; Mayor Matthew Marchant, Mayor Pro Tem Anthony Wilder, Deputy Mayor Pro Tem Doug Hrbacek Councilmembers Bob Garza, Steve Babick, John Sutter and Glen Blanscet. Councilmember James Lawrence was absent. Also present were City Manager Leonard Martin, Assistant City Managers Marc Guy, Bob Scott, and Erin Rinehart, City Attorney Meredith A. Ladd and City Secretary Laurie Garber.

**5:45 P.M. – COUNCIL BRIEFING ROOM**

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

Mayor Marchant called the meeting to order at 5:47 p.m.

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

Mayor Marchant recessed the Worksession at 7:03 p.m. to convene the Regular Meeting.

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

Mayor Marchant called the Regular Meeting to order at 7:16 pm.

**INVOCATION – Mayor Matthew Marchant**

**PLEDGE OF ALLEGIANCE – Councilmember Bob Garza**

**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.

Peter Hennessey, 1417 W Main Street, Carrollton, Hennessey Engineering, stated he would like to stay in Carrollton and was aware of the talk about extending 4<sup>th</sup> Street to the west side of I-35 over the years. He stated opposition to the taking of his land because they have plans and requested an opportunity to meet with staff about their plans.

Alan Graves, 1407 Lincoln Drive, addressed the Council regarding a problem in the area with loud aircraft noise, both commercial and private, and spoke about a particular example that occurred on April 19 at 11:00 pm that caused his house to shake. He asked the Council to make the local airports and the FAA aware of the problem.

### CONSENT AGENDA

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

**Mayor Pro Tem Wilder moved approval of Consent Agenda Items 11-20, 22, 24 and 26 with added stipulations for Item 24 in Section 4.1 (a) of the incentive agreement we add two items; that the incentive shall not exceed \$98,000, and the precondition of road improvements for the median cut be included; second by Deputy Mayor Pro Tem Hrbacek and the motion was approved with a unanimous 6-0 vote.**

### 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.**



**CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION.****PUBLIC HEARING - INDIVIDUAL CONSIDERATION****\*21. Approve A Resolution Relating To The Valuation Process Of The Homestead Exemption For Capped Properties.**

Mayor Marchant explained there was a disparity in the way certain valuations are handled by Dallas and Denton Central Appraisal Districts and the resolution is intended to ask whether or not the City wants to get clarification.

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

Councilmember Babick stated he would vote in opposition to the motion. He believed that it was a State level issue that the City should lobby with the State representatives to handle with property tax reform. He stated that it had the potential of raising property taxes of senior citizens specifically in Denton County and stated that for that reason he was opposed to the item.

Councilmember Sutter stated he would also vote in opposition to the motion. He stated that taxation is not the same county to county and although he understands the desire to have continuity, it's not necessarily a part of the taxing system to have that and it does equate to some sort of a tax increase for some of the Carrollton residents.

Mayor Pro Tem Wilder stated it would not have an impact on senior citizens because their value gets capped. He stated that to an extent he agrees with both Councilmember Babick and Sutter. He stated he wants to provide property tax reform and property tax relief, but the law states something different than what the Denton Appraisal District is doing. He stated that he believes the City has to do what is right which in this case is tough because it has the potential of causing individuals in half of the city to pay a little bit more in property tax the following year. He stated the law specifically states it is the percentage times the appraised value and the Denton Appraisal District uses percentage times market value and he believe the City needs to abide by the law. He asked the City Attorney what authority the Resolution would give the mayor. City Attorney Meredith Ladd replied that he would follow the steps contained in the Resolution which would be a request to the Denton Appraisal District and then to the Attorney General if necessary. Mayor Pro Tem Wilder stated he would prefer they go through Chairman Betancourt, Chair of the Committee on Property Tax Reform, to get an Attorney General opinion before approaching the Denton Appraisal District.

Councilmember Blanscet stated he would vote against it and stated he was in agreement with Councilmember Babick and Sutter. He felt there might be other ways to obtain a clarification without the City being the entity that initiates the action. He further noted that the City does not have the authority to ask for an AG opinion and would have to go through other steps to do so and felt it could be done without a resolution. He felt this was not something that the City had to get involved in.

Councilmember Garza stated he would vote in favor because State law defines how the calculation should be made and felt the City was only asking for clarification and there was no

way to know which calculation the State would require. He felt it was important for the citizens of Carrollton to know that there is a difference and there is a value to their house that doesn't appear to be consistent between the two counties; and the item was just trying to clarify that issue.

Deputy Mayor Pro Tem Hrbacek stated the resolution was to get clarification regarding the calculation and he would be in support of the resolution.

Mayor Marchant noted that he would vote in the event of a tie vote on the motion.

**The vote on the motion was Wilder, Hrbacek, and Garza in favor and Blanscet, Babick and Sutter opposed resulting in a tie vote. Mayor Marchant voted in the affirmative with a verbal vote and the motion was approved with a 4-3 vote.**

**\*23. Consider A Resolution Authorizing The City Manager To Enter Into A Tax Incentive Agreement With ROMCO Equipment Company, LLC.**

Mayor Marchant noted there was a lot of discussion in the pre meeting that was mostly philosophical and stressed the support and excitement of ROMCO in Carrollton.

**Councilmember Babick moved approval of Item 23 as stated; second by Councilmember Garza.**

Councilmember Sutter made positive comments about the Economic Development staff for their strong stewardship of the development incentives. He stated that ROMCO was the type of family owned, community involved business that the City wants to encourage moving to Carrollton. He stated that the strong business to business sales tax provides an immediate offset to the incentive and stated he strongly supports the proposal.

Councilmember Babick stated he was very pleased with the Economic Development staff continuing to bring the businesses to Carrollton. He stated that incentives are a part of the global economy the City deals with and if the City is not willing to give incentives, businesses have the option of going elsewhere. He stated it was a \$7M investment bringing 54 jobs to the local economy and explained that the City would give up \$31,000 in property tax in return for sales tax revenue on an annualized basis of \$250,000. He felt all Carrolltonians would look at it as a wise investment.

Deputy Mayor Pro Tem Hrbacek stated his appreciation for ROMCO, felt the ED staff has done a great job, had no problem with the incentive, but was in opposition to the item. He stated the site was in walking distance to the rail system which was golden; and as he thinks about the strategic reinvestment occurring along Crosby Road, he felt this would be an issue for future councils and was why he was in opposition.

Councilmember Garza stated that in the five years he has served on the Council, he has not seen an item with such a return on investment. He thanked ROMCO for moving to Carrollton and welcomed them to the city.

**The motion was approved with a 4-2 vote, Mayor Pro Tem Wilder and Deputy Mayor Pro Tem Hrbacek opposed.**

**\*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.**

**Deputy Mayor Pro Tem Hrbacek moved approval of Item 25; second by Councilmember Garza.**

Mayor Pro Tem Wilder stated he would be voting against the motion. He felt the City should charge for the land to be abandoned stating it is in a great location and would have even better ingress and egress after the construction of I-35. He felt the infrastructure in the area was new and felt whoever purchased the land would come to the City for an incentive.

Councilmember Blanscet stated he sees it as an unnecessary incentive and would vote against the item.

Councilmember Babick agreed with the other comments and felt if there was a business case, he could possibly be swayed. He stated he was not in agreement with it as it was presented.

Councilmember Sutter stated he would vote in favor noting they were trying to prevent a potential complication that could cause a delay in the future.

**The vote on the motion was Hrbacek, Garza and Sutter in favor; Wilder, Blanscet and Babick opposed resulting in a tie vote. Mayor Marchant voted in favor with a verbal vote and the motion was approved with a 4-3 vote.**

**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.**

Loren Shapiro, Planner, advised that the request before the Council would allow for the outside display and storage of rental trucks. There would be a maximum of six rental trucks allowed in a designated area. He noted past history where requirements of the PD were not met by Home Depot and the subsequent stipulation that Home Depot meet the requirements prior to obtaining a Certificate of Occupancy for the change.

Mayor Marchant referred to the discussion held during the pre meeting noting the Council's appreciate for Home Depot being in Carrollton but also wanting them to meet the zoning requirements. He felt the residents would benefit from the ability to rent a truck when needed.

Mayor Marchant opened the public hearing and invited speakers to address the Council.

Scott Mommer, Home Depot Site Development Coordinator, stated that there has been changeover in managers since the last request. He advised that they have received a sign permit to address the sign problem; received proposals to stripe the areas; and also adding the trees on the site. He stated he also advised the current store manager to move the product that was in the wrong area.

There being no other speakers, Mayor Marchant closed the public hearing and opened the floor for a motion.

**Councilmember Babick moved approval of Item 27 as stated; second by Councilmember Sutter.** Mayor Pro Tem Wilder expressed his appreciation to Mr. Mommer for his assistance in gaining compliance. **The motion was approved with a unanimous 6-0 vote.**

**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.**

**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.**

Mayor Marchant advised that Items 28 and 30 were companion items that would be heard and acted on simultaneously.

Loren Shapiro explained that the subject property is zoned with two different PD designations. He advised that the applicant proposed single family homes and therefore was requesting a new PD for single family homes. The requested PD does not include alleys; would have a narrower right-of-way of 41 ft; narrower lots of 45 ft with homes being 10 ft apart; and the applicant also proposed to have landscaping and specifically trees in front of lots. The proposal includes signage and masonry walls along with landscaping and would also have an open space area on the north side which currently has a major gas line with direct access provided to the space for the residents. He further noted that when the plat is submitted, the applicant would request the property on the north side be annexed into the City limits but it would remain open space. He provided photos of walls and landscaping along the perimeter and stated that the applicant proposed to have 90% masonry on homes that back onto Dozier, Culpepper and Parker. Staff recommended approval as indicated in the staff report and proposed ordinance.

Mayor Marchant asked about the brick or stone ratio for the remainder of the house and Mr. Shapiro stated he believed it was 70% or 80%.

Councilmember Blanscet asked if the term “abutting” as stated in the ordinance was clear enough to require the 90% masonry on façades of homes backing onto the streets and Mr.

Shapiro replied affirmatively stating basically where it is facing out to the streets and abutting those streets is where the 90% would come into play.

Councilmember Sutter noted that the renderings of the homes appeared to be 90% and asked if they were the product that could be expected and Mr. Shapiro stated the renderings were conceptual. The garage doors would have a faux wood finish.

Councilmember Blanscet asked for clarification pointing out that the ordinance states that the minimum masonry for all front façades would be 90% and Mr. Shapiro apologized stating the 90% requirement was correct. The requirement is for 90% of the front elevation, the front facing the street, and 90% also on the back.

Larry Taylor, representing Taylor Duncan Interest, stated they have spent a lot of time with the staff working out the details of the community. He stated the 90% in the front is exactly what it is and the 90% in the back is so that you have a nice appeal toward the back of the houses that are looking out on the streets and also on corner lots. He provided a brief background on the company that was founded by him and Phillip Duncan in 1992 to focus on residential lot development. He stated they were developing in nine communities at this time: Frisco, Oak Point, Wylie, Denton County off of 380, an infill area in Dallas, Lake Highlands, Dripping Springs, Kyle and Leander. He also mentioned the areas in Tennessee they are developing. He stated they love what they do and take a lot of pride in the projects.

Steven Davis, Sr. Vice President of Development, stated they were asking for about 101 single family lots; typical size will be 45 to 92 ft deep; a reduced right-of-way that is almost identical to the Sanger Ranch that allows for 31 ft back to back paving which is the normal paving section; all utilities will fit in the r-o-w as well as the sidewalk. On either side of the 41 ft r-o-w will be a 6-ft easement to accommodate all of the franchise utilities as well as water meters and things like that. He stated they intend to have the sidewalk back of curb which will give a little bit more of a front yard feel and will provide the homebuilder an opportunity to plant some trees in the front. He stated they are proposing an approximate 1-acre passive park in the northeast corner with benches, tables, trees and landscaping. A six foot masonry screening wall will be located all along Dozier and Parker Road with intermittent wrought iron along the park wall with living screen. He further stated they had been working with the City Arborist for an enhanced landscape plan particularly as it relates to Dozier Road and the entry feature. He further advised that along Dozier Road, they would dedicate an additional 15 ft solely for landscaping. He noted that only half of Culpepper Road is in the City of Carrollton and they plan to come in with an annexation at the same time they address the property further north and they intend to bring Culpepper Road up to City standards. He stated they would be requiring builders to provide at least one tree for every other lot; enhanced garage doors, 90% masonry on the front façade on all houses as stated by Larry.

Mayor Marchant asked about the square footage of the homes. Mr. Davis stated the smallest home contemplated was about 1700 sq ft and up to 2500-2600 sq ft. He also felt that the homes would start in the \$380,000 range and go up to \$500,000. He voiced agreement to have masonry chimneys on the houses along Parker.

Mayor Pro Tem Wilder asked about the status of the two properties in Hebron. Mr. Davis stated they have not talked with the Town of Hebron but was assured by Carrollton City staff that

disannexation from Hebron would not be an issue. Mayor Pro Tem Wilder asked if there would be any other park land and Mr. Davis stated the park area depicted would be the only park land they would have and they plan to have decomposed granite for a 30 ft trail meandering through the area with landscaping. With regard to a detention pond, he stated they have done enough study and the City engineer determined it would not be required. He advised that the HOA will maintain the park, the perimeter and the fencing. He stated they would install an 8 ft board on board fence along the railroad track that would be maintained by the HOA. Mr. Davis stated they were looking for flexibility in the zoning to have the five and five but there would always be 10 ft between houses and explained it goes to usability. He stated they would identify on the plat the areas they would have the 0/10 and stated they do not intend to do it throughout the development. Mayor Pro Tem Wilder asked about the ratio and Mr. Davis felt that the townhome would be no more than 20% and perhaps only one or two blocks inside.

Councilmember Blanscet noted that the schematic called for 6 – 8 foot fencing along the railroad track and Mr. Davis stated they would commit to the 8 foot fence. With regard to the builders, he stated they were still working with several but had not made a decision. He further stated that once they get zoning approval, they will close on the land and file the paperwork for the disannexation and annexation.

Councilmember Babick asked about maintenance of the property on the railroad side of the fence. Mr. Davis stated they would not have access to it nor would they have the ability to maintain anything on the railroad track site. Mr. Davis stated the fence line goes to the railroad easement.

Mayor Marchant expressed a desire to have very few homes in the 1700 sq ft range. Mr. Davis felt they could commit to 20-25% being less than 1900 sq ft and everything else be over that square footage. He felt they need the flexibility for the builders to give the market what they're looking for and stressed that the starting home prices would be just under \$400,000 and go up to \$500,000. Mayor Marchant stated he felt 25% could be whatever the minimum is and 75% needs to 2000 sq ft and over.

Mayor Marchant opened the public hearing; there being no speakers, he closed the public hearing and opened the floor for discussion or a motion.

**Mayor Pro Tem Wilder moved approval of Items 28 and 30 with added stipulations that the board-on-board fence that is adjacent to the right-of-way for the railroad be an 8 ft fence; that the chimneys that are on the homes that back up to Parker Road, Lots 16-24 of Block C, be masonry; and that 25% of the homes could be less than 2000 sq ft and 75% would be greater or equal to 2000 sq ft; second by Councilmember Sutter.** Deputy Mayor Pro Tem Hrbacek asked for an amendment for a minimum home size of 1700 sq ft. Mayor Marchant asked about the minimum square footage requirement of the base zoning and Loren Shapiro stated it was 1,400 sq ft. **Mayor Pro Tem Wilder and Councilmember Sutter agreed with the requested amendment to require a minimum home of 1,700 sq ft. The motion was approved with a unanimous 6-0 vote.**

**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.**

Mayor Marchant opened the public hearing and invited speakers to address the Council

Dr. Vahe Dayian, Parish Council Chairman of St. Sarkis Church, stated they plan to build a church, community center and eventually a gymnasium. The community consists of 350-400 families and is currently located in Carrollton but has outgrown their church which was built 25 years ago.

There being no other speakers, Mayor Marchant closed the public hearing. No action taken.

Mayor Marchant adjourned the Regular Meeting at 8:21 pm to reconvene in Worksession.

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

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

**4. Discuss Denco Area 911 Appointment.**

No objections were raised with regard to the reappointment of Mr. Carter and Mayor Marchant stated a resolution would be on the next agenda for action.

**5. Discuss Hotel Occupancy Tax Program.**

City Attorney Meredith Ladd explained that staff received a request from an agreement holder of a hotel occupancy tax agreement to include administrative expenses in their budget for reimbursement of hotel occupancy tax funds paid. She explained that the way the agreement is currently written the expenses are not provided for. She stated that the State legislature amended the law in 1995 to allow administrative expenses but provides no guidance on whether or not this type of administrative fee would be allowed for a non city or non chamber; it does say that administrative expenses may be reimbursed based upon the percentage of time spent. She reiterated that Lowen Holdings, Ltd is requesting that administrative expenses for their activities under A3 be provided and the agreement be amended to provide for those expenses. She stated that when she and Tom Latchem, Carrollton Economic Development Director, met with Lowen in 2014, it was very clear that administrative expenses were not going to be reimbursed. Mr. Latchem stated Lowen was talking about sales expenses, two full time or equivalent employees who are out selling the convention center. City Manager Leonard Martin clarified that the rebate would be from funds generated at the hotel; not from the general fund. Mayor Marchant felt that generally speaking the essence of the deal was they would get the taxes generated in those percentages and how they use the funds was not a big part of the consideration. After discussion, Ms. Ladd stated she would bring back an amendment for Council consideration.

**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.**

Asst. City Manager Erin Rinehart stated that basically, Freese and Nichols reduced their cost and the scope so the cost was reduced \$20,000 and they eliminated the study of the driving range and

the strategic approach to rebrand a regional park, marketing strategy and that type of thing. She asked Council for direction. After a lengthy discussion, Ms. Rinehart suggested providing previous studies and reports for a deeper discussion during the Council retreat.

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

Councilmember Garza stated that as a veteran, he felt it was important as a City to have a special place for veterans to go. He stated he wants it to honor all military men and women inclusive of all branches of the service and also honor those that have already served as well as those currently serving. He felt the site should be a main part of the city; centrally located with easy access and have good pedestrian traffic. He suggested the Senior Center/Library location for the site. Administrative Services Director Ashley Mitchell stated she worked with a monument company and described a rendering of a black granite monument that would be about 3 ½ ft tall on a black pedestal with a slant at the top and would include a bronze dedication plaque. The projected cost is approximately \$6,600 installed. With Council's direction to proceed, she would obtain bids for the project with the intent to dedicate the monument on Veterans' Day 2016. After some discussion, a consensus was reached in favor of proceeding.

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

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

**2.** Council convened in Executive Session at **9:14 pm** pursuant to Texas Government Code:

- Section 551.071 for private consultation with the City Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the City Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the City Council.
- Section 551.072 to discuss certain matter regarding real property
- Section 551.087 to discuss Economic Development

**3.** Council reconvened in **open session at 9:36 pm** to consider action, if any, on matters discussed in the Executive Session. No action taken.

**ADJOURNMENT**

Mayor Marchant adjourned the meeting at 9:36 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: 2643

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: \*13.

**CC MEETING: May 17, 2016**

**DATE:** May 6, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Kim Bybee, Athletics Manager, and Scott Whitaker, Director of Parks and Recreation

Consider Approval Of The Purchase Of Two Shade Structures For McInnish Dog Park From Site Source Inc. Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$48,764.00.

### BACKGROUND:

The Parks and Recreation Department is currently designing the second dog park located at McInnish Sports Complex, adjacent to the Animal Services building. In the design, a concrete pavilion has been located at the entrance of the dog park to service all three sections. Each section of the dog park will be rotated between big dogs, little dogs, and being closed for maintenance, depending on the season. A six-foot vinyl coated fence will run between sections of the concrete pavilion to separate big dogs and little dogs between their respective spaces. This concrete pavilion will serve as a place for dog owners and their canine companions to congregate. Picnic tables will be provided in all three sections. To offer some relief from the Texas sun, two 4-post shade structures measuring 18'x16' and 18'x32' will be purchased and installed to provide plenty of shade for each section.

### FINANCIAL IMPLICATIONS:

The shade structures for the McInnish Dog Park will be funded out of the following account:

ACCTG UNIT	ACCOUNT	BUDGET AMOUNT
854157	115650199 (Dog Park)	\$48,764.00

### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval to purchase the shade structures for McInnish Dog Park from Site Source Inc. in an amount not to exceed \$48,764.00 using the City's existing agreement with BuyBoard.





# City of Carrollton

## Agenda Memo

File Number: 2648

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: \*14.

**CC MEETING: May 17, 2016**

**DATE:** May 10, 2016

**TO:** Leonard Martin, City Manager

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

Consider Approval Of The Purchase Of A Payment Kiosk And Related Services From AdComp Systems Group For An Annual Amount Not To Exceed \$49,900.00.

### BACKGROUND:

In 2014, the City implemented a payment kiosk at the Municipal Court building. Staff recently contacted the vendor, AdComp Systems Group (AdComp), to expand the kiosk services to accept utility bill payments. The vendor has offered to provide a second kiosk at no charge to be placed in the east parking lot between City Hall and Municipal Court where the current drive-up utility billing night payment boxes reside. Staff believes this drive up location will enhance the customer service experience and increase use of the kiosk. When the Municipal Court kiosk was procured, quotes were obtained from three (3) vendors and AdComp was by far the most economical. To ensure that AdComp's costs were still competitive, staff contacted three (3) payment kiosk vendors to request quotes. None of the other vendors responded to our request for quotes.

The estimated costs of the second kiosk are comprised of the following:

- |  |          |
|--|----------|
| • One-time interface programming costs - AdComp              | \$15,100 |
| • One-time site preparation costs                            | \$11,700 |
| • Recurring annual software interface - Sungard              | \$ 3,600 |
| • Recurring kiosk annual software maintenance - AdComp       | \$ 2,900 |
| • Recurring kiosk service fees maximum capped costs - AdComp | \$47,000 |

The recurring kiosk service fees are transactions fees based on type of payment. The vendor has agreed to a capped annual maximum on these fees of \$47,000. The actual costs may be less depending on transaction volumes.

This second kiosk will accept both utility bill and municipal court fine payments. For utility

billing payments, this kiosk will replace the current night drop boxes and will allow payments to be processed electronically and much more efficiently. Currently, payments dropped in the night box by 7 am are manually processed as a prior day payment. This manual processing is very inefficient and delays the processing of late notices and service cut procedures. The deadline for payments at the kiosk will be moved up to midnight to allow for processing with all other electronic payment formats (i.e. on-line credit card payments).

After approval, the implementation time for the kiosk is expected to take 8 to 12 weeks; dependent on the availability of Xerox, Facilities and Streets teams to prepare the site.

**FINANCIAL IMPLICATIONS:**

Cost to be paid to AdComp for this second kiosk in fiscal year 2016 will consist of the one-time costs of \$15,100 plus the recurring annual software maintenance of \$2,900 and a partial year of the service fees. Due to the partial year, the total costs paid to AdComp in fiscal year 2016 are projected to be significantly less than \$49,900. For future years, maximum costs to be paid to AdComp would be limited to the total recurring costs of \$49,900.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends the City Council authorize the City Manager to enter into a contract with AdComp for an annual amount not to exceed \$49,900.



# City of Carrollton

## Agenda Memo

File Number: 2642

Agenda Date: 5/17/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:  
Contracts/Agreements

Agenda Number: \*15.

CC MEETING: May 17, 2016

DATE: May 9, 2016

TO: Leonard Martin, City Manager

FROM: Elliott J. Reep, Emergency Management Coordinator

Consider Approval Of A Three-Year Contract Extension With Everbridge, Inc. For The CarrolltonALERT Mass Notification System With The Addition Of The 'ContactBridge' Mobile Device Application For City Residents In An Amount Not To Exceed \$45,500.00.

### BACKGROUND:

This agenda item is to renew and extend the current contract with Everbridge, Inc. for the CarrolltonALERT mass notification system. The extension will be for a three-year period and will include one additional feature to the current service -- a mobile phone/mobile device app for citizens to download. This feature will cost an additional \$4,800.00 per year over the currently budgeted annual service price of \$40,588.37. The \$45,500.00 not to exceed amount includes a contingency of \$111.63.

Following Council's instruction in May 2015, the City purchased a mass notification system from Everbridge, Inc. for a one-year trial period and branded it CarrolltonALERT. Onboarding, set-up and testing was completed during the remainder of 2015 and the system went live on January 1, 2016. The system has proven to be a valuable tool during recent severe weather events and staff has received very positive feedback from citizens regarding the system as well as a steady increase in the number of residents signing up on the online portal.

Following the one-year trial period, renewal and a three-year extension of the contract is recommended, along with one additional feature that has been requested by citizens. This feature, the vendor-provided "ContactBridge" app for cellular phones and mobile devices, will place the CarrolltonALERT program in the hands of anyone with a mobile device, independent of their device's web browser.

### FINANCIAL IMPLICATIONS:

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
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<b>CFR Support Services</b>	<b>Professional Services</b>	<b>\$40,588.37</b>	<b>General</b>
<b>Fund</b>	<b>Contingency</b>	<b>\$4,800.00</b>	

The current cost of services for the CarrolltonALERT Program, \$40,588.37, is already included in the Carrollton Fire-Rescue annual budget. If the contract is renewed with the addition of the mobile device application, the annual price of the service will be \$45,388.37. CFR will then submit a FY17 addition-to-base request for the \$4,800.00 in additional funds to meet this annual obligation.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

The addition of the ContactBridge mobile phone application will provide citizens with the ability to sign up for and receive alerts more easily on mobile devices and with much more detail. It also provides push notifications, enables two-way communications between citizens and emergency officials, as well as allows application holders to access the program when only connected to Wi-Fi and not cellular service. Application holders are able to send detailed information back to the City including location information, photos, and free-form text. Citizens are also able to log in and change or modify their account information on the go. The addition of this application greatly increases the accessibility and reliability of using the system on smart phones and other mobile devices for Carrollton citizens. This will serve to increase the effectiveness of warnings to the public as well as their ability to quickly and effectively respond to dangerous situations.

The continued use of this system will be enhanced by the fact that the cities of Coppell and Lewisville have already purchased the Everbridge system, as has the Town of Addison. Farmers Branch will be purchasing it in the next fiscal year. Emergency management staffs from these cities have already discussed collaboration and access sharing to ensure the ability to send out emergency messages for each jurisdiction.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends the renewal and three-year extension with Everbridge, Inc. for the CarrolltonALERT mass notification system with the addition of the ContactBridge app for cell phones and other mobile devices in an amount not to exceed \$45,500.00.



# City of Carrollton

## Agenda Memo

File Number: 2657

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*16.

**CC MEETING:** May 17, 2016

**DATE:** May 11, 2016

**TO:** Leonard Martin, City Manager

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

Consider An Ordinance Approving A Negotiated Settlement Between The Atmos Cities Steering Committee ("Acsc") And Atmos Energy Corp., Midtex Division Regarding The Company's 2016 Rate Review Mechanism Filings; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs That Reflect Rate Adjustments Consistent With The Negotiated Settlement; Finding The Rates To Be Set By The Settlement Tariffs To Be Just And Reasonable And In The Public Interest; Requiring The Company To Reimburse Acsc's Reasonable Ratemaking Expenses; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Adopting A Savings Clause; Declaring An Effective Date; And Requiring Delivery Of This Ordinance To The Company And The Acsc's Legal Counsel.

### BACKGROUND:

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received

a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

**Explanation of "Be It Ordained" Sections:**

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).
4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.



10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2015**

Line						June 1, 2016		
	Rate R @ 46.8 Ccf					CURRENT	PROPOSED	CHANGE
2	Customer charge					\$ 18.60		
3	Consumption charge	46.8	CCF	X \$ 0.09931 =		4.65		
4	Rider GCR Part A	46.8	CCF	X \$ 0.31375 =		14.68		
5	Rider GCR Part B	46.8	CCF	X \$ 0.21977 =		10.29		
6	Subtotal					\$ 48.22		
7	Rider FF & Rider TAX		\$ 48.22	X 0.07853 =		3.79		
8	Total					\$ 52.01		
10	Customer charge						\$ 19.10	
11	Consumption charge	46.8	CCF	X \$ 0.11378 =		5.32		
12	Rider GCR Part A	46.8	CCF	X \$ 0.31375 =		14.68		
13	Rider GCR Part B	46.8	CCF	X \$ 0.21977 =		10.29		
14	Subtotal					\$ 49.39		
15	Rider FF & Rider TAX		\$ 49.39	X 0.07853 =		3.88		
16	Total					\$ 53.27	\$ 1.26	2.43%
19	Rate C @ 376.4 Ccf					CURRENT	PROPOSED	CHANGE
20	Customer charge					\$ 40.00		
21	Consumption charge	376.4	CCF	X \$ 0.08020 =		30.19		
22	Rider GCR Part A	376.4	CCF	X \$ 0.31375 =		118.10		
23	Rider GCR Part B	376.4	CCF	X \$ 0.15789 =		59.43		
24	Subtotal					\$ 247.72		
25	Rider FF & Rider TAX		\$ 247.72	X 0.07853 =		19.45		
26	Total					\$ 267.17		
28	Customer charge						\$ 41.75	
29	Consumption charge	376.4	CCF	X \$ 0.08494 =		31.97		
30	Rider GCR Part A	376.4	CCF	X \$ 0.31375 =		118.10		
31	Rider GCR Part B	376.4	CCF	X \$ 0.15789 =		59.43		
32	Subtotal					\$ 251.25		
33	Rider FF & Rider TAX		\$ 251.25	X 0.07853 =		19.73		
34	Total					\$ 270.98	\$ 3.81	1.43%
36	Rate I @ 4379 MMBTU					CURRENT	PROPOSED	CHANGE
37	Customer charge					\$ 700.00		
38	Consumption charge	1,500	MMBTU	X \$ 0.2937 =		440.55		
39	Consumption charge	2,879	MMBTU	X \$ 0.2151 =		619.19		
40	Consumption charge	0	MMBTU	X \$ 0.0461 =		-		
41	Rider GCR Part A	4,379	MMBTU	X \$ 0.3213 =		1,406.76		
42	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =		1,640.11		
43	Subtotal					\$ 4,806.61		
44	Rider FF & Rider TAX		\$ 4,806.61	X 0.07853 =		377.44		
45	Total					\$ 5,184.05		
47	Customer charge						\$ 738.00	
48	Consumption charge	1,500	MMBTU	X \$ 0.3096 =		464.40		
49	Consumption charge	2,879	MMBTU	X \$ 0.2267 =		652.58		
50	Consumption charge	0	MMBTU	X \$ 0.0491 =		-		
51	Rider GCR Part A	4,379	MMBTU	X \$ 0.3213 =		1,406.76		
52	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =		1,640.11		
53	Subtotal					\$ 4,901.85		
54	Rider FF & Rider TAX		\$ 4,901.85	X 0.07853 =		384.92		
55	Total					\$ 5,286.77	\$ 102.72	1.98%
57	Rate T @ 4379 MMBTU					CURRENT	PROPOSED	CHANGE
58	Customer charge					\$ 700.00		
59	Consumption charge	1,500	MMBTU	X \$ 0.2937 =		440.55		
60	Consumption charge	2,879	MMBTU	X \$ 0.2151 =		619.19		
61	Consumption charge	0	MMBTU	X \$ 0.0461 =		-		
62	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =		1,640.11		
63	Subtotal					\$ 3,399.85		
64	Rider FF & Rider TAX		\$ 3,399.85	X 0.07853 =		266.97		
65	Total					\$ 3,666.82		
67	Customer charge						\$ 738.00	
68	Consumption charge	1,500	MMBTU	X \$ 0.3096 =		464.40		
69	Consumption charge	2,879	MMBTU	X \$ 0.2267 =		652.58		
70	Consumption charge	0	MMBTU	X \$ 0.0491 =		-		
71	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =		1,640.11		
72	Subtotal					\$ 3,495.09		
73	Rider FF & Rider TAX		\$ 3,495.09	X 0.07853 =		274.45		
74	Total					\$ 3,769.54	\$ 102.72	2.80%

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

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

WHEREAS, the City of Carrollton, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

**Section 1.** The findings set forth in this Ordinance are hereby in all things approved.

**Section 2.** The City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** The existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just

and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

**Section 4.** The ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

**Section 5.** Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

**Section 6.** To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 7.** The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** If any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 9.** Consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

**Section 10.** A copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy

Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 17th day of May, 2016.

City of Carrollton, Texas

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

ATTEST:

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

APPROVED AS TO FORM:

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

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 12</b>

#### Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.12 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 13</b>

#### Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 41.77 per month</b>
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.



<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 14</b>

#### Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

#### Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

Attachment A  
**RRC Tariff No:**

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 15</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 16</b>

#### Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

#### Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 17</b>

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 41</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 42</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

[illegible]

16	With Proportional Increase all classes but Residential and a 40% residential base charge increase:				
17					
18			Current	Prospective	Revenues
19					
20	Residential Base Charge	\$	18.56	\$ 0.48	\$ 8,558,622
21	Residential Consumption Charge	\$	0.09931	\$ 0.01540	12,837,933
22	Commercial Base Charge	\$	39.87	\$ 1.81	2,662,423
23	Commercial Consumption Charge	\$	0.08020	\$ 0.00480	2,662,423
24	I&T Base Charge	\$	697.35	\$ 38.03	363,224
25	I&T Consumption Charge Tier 1 MMBTU	\$	0.2937	\$ 0.0166	172,167
26	I&T Consumption Charge Tier 2 MMBTU	\$	0.2151	\$ 0.0121	139,070
27	I&T Consumption Charge Tier 3 MMBTU	\$	0.0461	\$ 0.0026	51,988
28					<u>\$ 27,447,850</u>
29					

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:				
	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,298	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	<u>49,955</u>	\$ 0.0486	<u>971,117</u>
		\$ 27,446,933		\$ 556,933,616

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	<b>Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)</b>	<b>\$ 1,995,016</b>	<b>\$ 1,132,659</b>	<b>\$ 2,098,222</b>	<b>\$ 31,249</b>	<b>\$ 1,195,248</b>	<b>\$ 6,452,393</b>
6							
7	<b>Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)</b>	<b>\$ 2,831,859</b>	<b>\$ 2,013,260</b>	<b>\$ 2,925,600</b>	<b>\$ 34,809</b>	<b>\$ 2,695,721</b>	<b>\$ 10,501,250</b>
8							
9	<b>Test Year Adjustment (Line 5 minus Line 7)</b>	<b>\$ (836,844)</b>	<b>\$ (880,601)</b>	<b>\$ (827,379)</b>	<b>\$ (3,561)</b>	<b>\$ (1,500,472)</b>	<b>\$ (4,048,856)</b>
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	<b>\$ (836,844)</b>	<b>\$ (880,601)</b>	<b>\$ (827,379)</b>	<b>\$ (3,561)</b>	<b>\$ (1,500,472)</b>	<b>\$ (4,048,856)</b>

## Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.



**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	<b>Summary of Costs to Approve:</b>						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081





# City of Carrollton

## Agenda Memo

File Number: 2640

---

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*17.

**CC MEETING:** May 17, 2016

**DATE:** May 9, 2016

**TO:** Leonard Martin, City Manager

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

Consider A **Resolution Nominating One Candidate To A Slate Of Nominees For The Board Of Managers For The Denco Area 9-1-1 District.**

**BACKGROUND:**

Each year the City of Carrollton nominates one candidate to a slate of nominees for the Board of Managers for the Denco Area 9-1-1 District. During the May 3, 2016 worksession, Council nominated Jim Carter. The attached resolution serves as written notification of council action, as required by Denco.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends approving the resolution nominating a member to the Denco Area 9-1-1 District Board of Managers.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS,  
NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF  
MANAGERS OF THE Denco AREA 9-1-1 DISTRICT; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

**SECTION 1**

The City of Carrollton hereby nominates \_\_\_\_\_ as the City's candidate for appointment to the Board of Managers of the Denco Area 9-1-1 District..

**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 17<sup>th</sup> day of May, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# City of Carrollton

## Agenda Memo

File Number: 2644

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*18.

**CC MEETING:** May 17, 2016

**DATE:** May 9, 2016

**TO:** Leonard Martin, City Manager

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

Consider A Resolution Authorizing The City Manager To Enter Into An Interlocal Cooperation Agreement With Denton County For The Contribution By The County Toward Completion Of The Construction Of The Southbound Lanes Of Marsh Lane Between Hebron Parkway And Plano Parkway In An Amount Of \$1,503,427.00; And Providing An Effective Date.

### **BACKGROUND:**

Resolution No. 3884 was approved by City Council on December 15, 2015. It authorized an interlocal cooperation agreement (ICA) providing funding in the amount of \$1,300,000.00 for the construction of the southbound lanes of Marsh Lane between Hebron Parkway and Plano Parkway, which is scheduled for construction in 2016. Denton County has recently increased their commitment for design, construction and associated costs to \$1,503,427.00. This resolution provides authorization to enter into the updated agreement to allow for that increase.

### **FINANCIAL IMPLICATIONS:**

Under the terms of the ICA, Denton County will provide a total of \$1,503,427.00 toward the Marsh Lane project. Any additional costs beyond the scope of the ICA will come from the City's Streets Consolidated Account.

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

This project will contribute to community sustainability by:

Sustaining quality of life - The addition of the southbound lanes will increase mobility and reduce traffic congestion.

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

Staff recommends that City Council authorize the City Manager to enter into an interlocal cooperation agreement with Denton County for this project.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY FOR THE CONTRIBUTION BY THE COUNTY IN AN AMOUNT OF \$1,503,427.00 TOWARD COMPLETION OF THE CONSTRUCTION OF THE SOUTHBOUND LANES OF MARSH LANE BETWEEN HEBRON PARKWAY & PLANO PARKWAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the County and the City desire to enter into an Interlocal Cooperation Agreement for the purpose of providing for the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities for the widening of Marsh Lane from Plano Parkway to Hebron Parkway;

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, hereinafter provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act;

**WHEREAS**, Denton County, upon approval by formal action of the Denton County Commissioners Court, agrees to contribute an increased amount of One Million Five Hundred Three Thousand Four Hundred Twenty-Seven And No/100 Dollars (\$1,503,427.00) to the City for the completion of the construction activities related to the widening of Marsh Lane.

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

**SECTION 1:**

The City Manager is hereby authorized to enter into an Interlocal Cooperation Agreement with Denton County that provides for a monetary contribution of One Million Five Hundred Three Thousand Four Hundred Twenty-Seven And No/100 Dollars (\$1,503,427.00) by Denton County for the construction activities related to the widening of Marsh Lane.

**SECTION 2:**

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

**SECTION 3:**

This Resolution shall take effect immediately from and after the date of passage.

**PASSED AND APPROVED this 17<sup>th</sup> day of May, 2016.**

City of Carrollton, Texas

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

**ATTEST:**

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

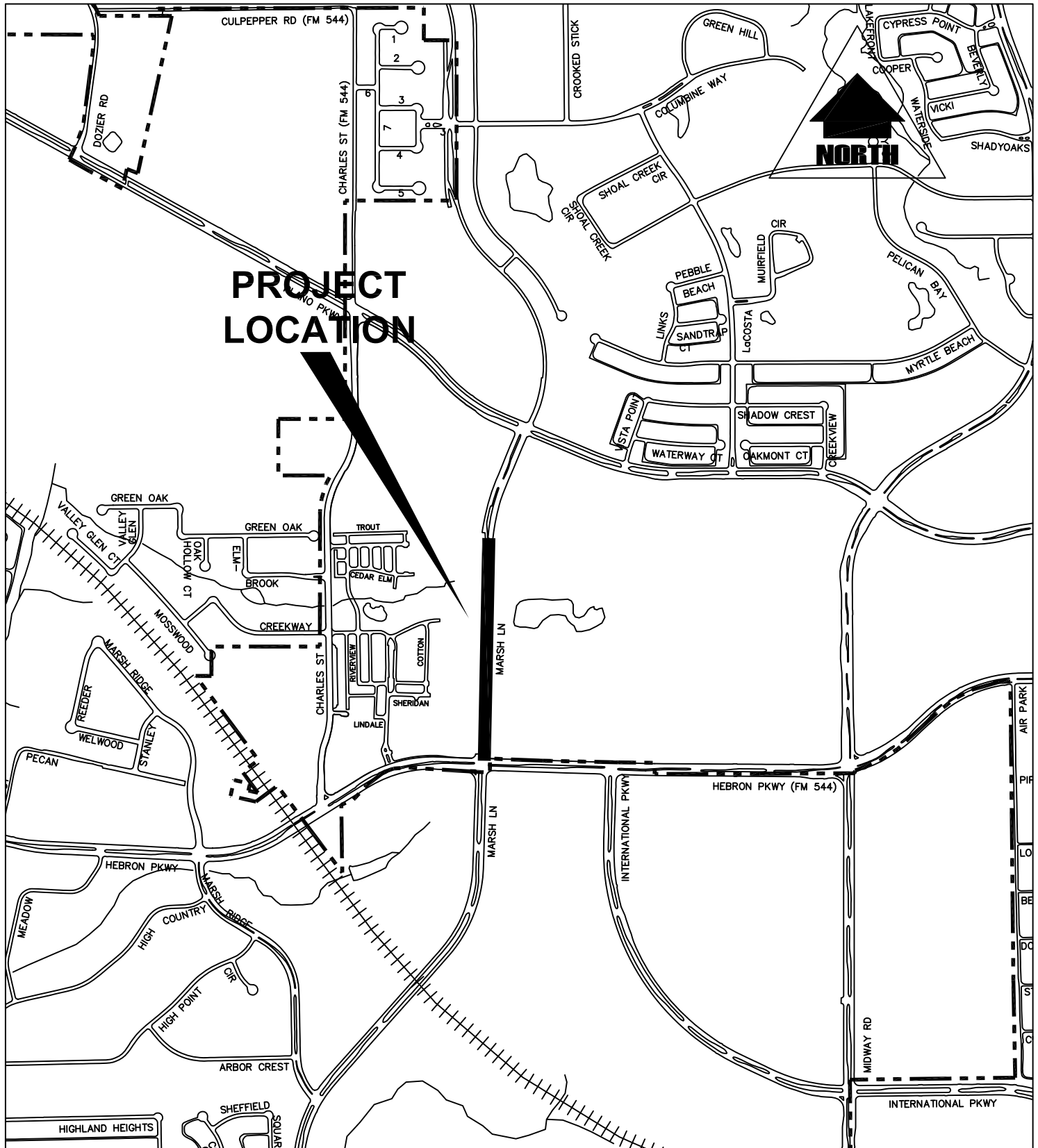
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

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

FILENAME:SANTA MARSH LANE HEBRON TO PLANO PARKWAY.DWG



# MARSH LANE HEBRON TO PLANO PKWY

SCALE:NTS DATE: 05/15

**ENGINEERING  
DEPARTMENT**



**THE STATE OF TEXAS                   §**  
**§**  
**COUNTY OF DENTON                   §**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN**  
**DENTON COUNTY, TEXAS, AND THE CITY OF CARROLLTON, TEXAS**

**THIS AGREEMENT** is made, entered into, and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter “the County,” and the City of Carrollton, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the City of Carrollton, Texas, hereinafter “the City.” The County and the City are collectively referred to herein as “the Parties.”

**WHEREAS**, the County and the City mutually desire to enter into this Agreement for the purpose of providing for the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities for the widening of Marsh Lane from Plano Parkway to Hebron Parkway as a 6-lane divided urban roadway within the corporate limits of the City and Denton County Commissioner Precinct #2, hereinafter “the Project;” and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

**WHEREAS**, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

**NOW, THEREFORE**, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

**WITNESSETH:**

**I.**

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

**II.**

The County and the City hereby agree that the scope of the Project shall consist of construction associated with the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities for the widening of Marsh Lane from Plano Parkway to Hebron Parkway as a 6-lane divided urban roadway within the corporate limits of the City and Denton County Commissioner Precinct #2 with a total project cost which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00).

**III.**

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

**IV.**

The City hereby agrees to provide the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities required for satisfactory completion of the Project.

**V.**

The City agrees to secure a contract for the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities of the Project and to oversee completion of the Project. In addition, the City will ensure all inspections are conducted and approve all payments, including requested funding from the County, as invoices are received.

## **VI.**

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

## **VII.**

As the City proceeds with the completion of the Project, the City shall submit invoices for reimbursement to the Denton County Auditor, James Wells, 401 W. Hickory Street, Suite 423, Denton, Texas 76201, on a monthly basis, and the County shall reimburse the City for all approved expenses related to the Project within thirty (30) calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project. The City shall submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, at the same time invoices are submitted to the Denton County Auditor.

## **VIII.**

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

## **IX.**

This Agreement may be terminated in whole, or in part, by the County or the City upon thirty (30) days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

## **X.**

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable Matthew Marchant, Mayor  
City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, Texas 75006

Copy To: Mr. Leonard Martin, City Manager  
City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, Texas 75006

For County: Honorable Mary Horn  
Denton County Judge  
110 West Hickory Street, 2nd Floor  
Denton, Texas 76201

Copy To: Denton County District Attorney's Office  
Civil Division  
1450 East McKinney Street, Suite 3100  
Denton, Texas 76209

#### **XI.**

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

#### **XII.**

The County agrees and understands that the County, its employees, servants, agents, and/or representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City.

#### **XIII.**

The City agrees and understands that the City, its employees, servants, agents, and/or representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County.

#### **XIV.**

The County agrees to accept full responsibility for the acts, negligence, and/or omissions of all County employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with the County.

**XV.**

The City agrees to accept full responsibility for the acts, negligence, and/or omissions of all City employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with the City.

**XVI.**

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

**XVII.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XVIII.**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**XIX.**

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed in triplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DENTON COUNTY, TEXAS**  
110 West Hickory Street, 2nd Floor  
Denton, Texas 76201

**CITY OF CARROLLTON, TEXAS**  
1945 E. Jackson Road  
Carrollton, Texas 75006

By: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge  
Acting by and on behalf of the authority  
the Denton County Commissioners Court

By: \_\_\_\_\_  
Honorable Matthew Marchant  
Mayor of the City of Carrollton, Texas  
Acting by and on behalf of the authority  
of the City of Carrollton, Texas

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant District Attorney

By: \_\_\_\_\_  
City Attorney

**COUNTY AUDITOR'S CERTIFICATE**

I hereby certify funds are available to accomplish and pay the obligation of  
Denton County, Texas, under this Agreement.

\_\_\_\_\_  
Denton County Auditor

## **APPROVAL OF INTERLOCAL COOPERATION AGREEMENT**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, with a total project cost which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00), whereby Denton County shall make a contribution which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00) toward satisfactory completion of the Project, hereby gives its specific written approval to the Project prior to beginning of the Project in satisfaction of Texas Government Code §791.014.

The description of the Project and its location are as follows: providing the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities for the widening of Marsh Lane from Plano Parkway to Hebron Parkway as a 6-lane divided urban roadway within the corporate limits of the City and Denton County Commissioner Precinct #2.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Carrollton, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

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

By: \_\_\_\_\_  
Presiding Officer of the Denton  
County Commissioners Court







# City of Carrollton

## Agenda Memo

File Number: 2646

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*19.

**CC MEETING: May 17, 2016**

**DATE:** May 10, 2016

**TO:** Leonard Martin, City Manager

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

Consider A Resolution Authorizing The City Manager To Enter Into An Advance Funding Agreement With The Texas Department Of Transportation (TxDOT) For The Relocation And Construction Of A 2-Inch Diameter Water Line For The FM 544 Reconstruction Project From The West Carrollton City Limit, West Of Josey Lane, To Approximately 2,700 Feet West In An Amount Not To Exceed \$68,717.75; And Providing An Effective Date.

### **BACKGROUND:**

As part of the FM 544 reconstruction project, the City of Carrollton is responsible for the relocation of its water and sewer lines. Many lines were relocated in 2011 before what was to be Phase 1 of a two-phase project, which TxDOT later decided to construct in one phase. The only relocation required for what would have been Phase 2 is the relocation of a Town of Hebron 2-inch diameter water line located west of Josey Lane that Carrollton is responsible for. Since that was the only required work, it was decided to add it to the TxDOT contract and then reimburse TxDOT for the work. A Master Agreement between the City and TxDOT was adopted by the City Council on June 5, 1995 and TxDOT has recently submitted an Advance Funding Agreement for this particular work.

The City provided plans and TxDOT's contractor submitted a cost of \$68,717.75 to do the work, which was acceptable to the City. The project includes the relocation of approximately 2,700 linear feet of a 2-inch diameter water line.

This agenda item is to authorize the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the relocation of a 2-inch diameter water line for the FM 544 reconstruction project from the west city limit, west of Josey Lane, to approximately 2,700 feet west.

### **FINANCIAL IMPLICATIONS:**

This Agreement requests \$68,717.75 to perform the work. Funding for the construction work is available in the Utility Consolidated Account.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will contribute to community sustainability by:

Sustaining quality of life - Replacement of the water line will ensure that water service is maintained to residents and businesses along FM 544.

Sustaining day-to-day operations - The replacement of the old water line should reduce the need for non-scheduled or emergency repairs.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council approve a resolution authorizing the City Manager to enter into an Advance Funding Agreement with TxDOT in an amount not to exceed \$68,717.75.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A 2 INCH WATER LINE FOR THE FM 544 RECONSTRUCTION PROJECT FROM THE WEST CITY LIMIT, WEST OF JOSEY LANE, TO APPROXIMATELY 2,700' WEST IN AN AMOUNT NOT TO EXCEED \$68,717.75; 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 Manager is hereby authorized to enter into an Advance Funding Interlocal Cooperation Agreement with the Texas Department of Transportation for the construction of a 2-inch water line for the FM 544 reconstruction project from the west city limit, west of Josey Lane, to approximately 2,700' west.

**SECTION 2:**

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

**SECTION 3:**

This Resolution shall take effect immediately from and after the date of passage.

**PASSED AND APPROVED this 17<sup>th</sup> day of May, 2016.**

City of Carrollton, Texas

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

**ATTEST:**

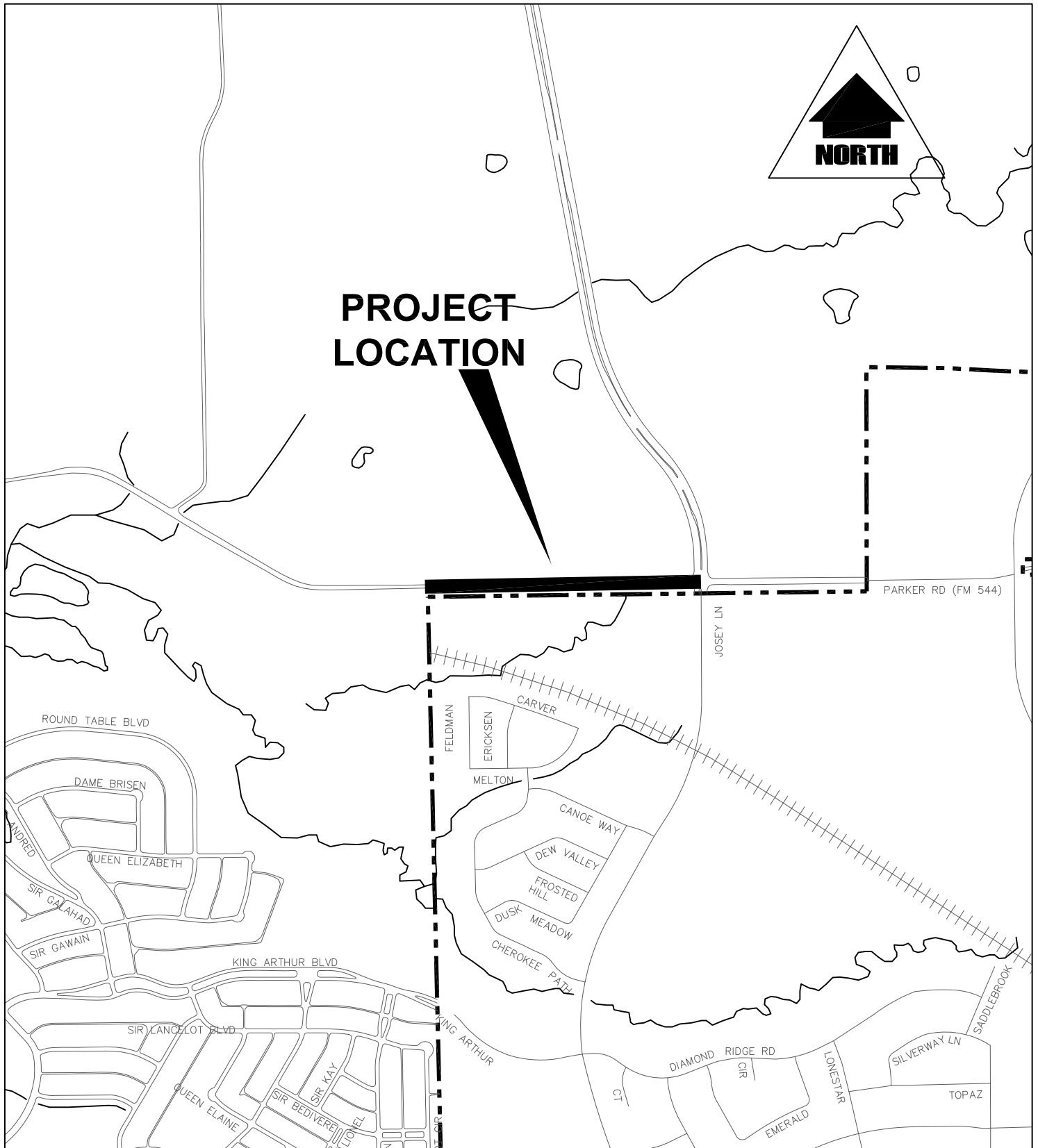
\_\_\_\_\_  
Laurie Garber, City Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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



CSJ #: 0619-05-036; 0619-05-034  
ROW CSJ#: 0619-05-035; U#: 14731  
District #: 18 - Dallas  
Code Chart 64 #: 07400  
Project: FM 544  
Limits: At KCS Railroad, East of FM 2281 (0619-05-036)  
From FM 2281 to 0.17 mi West of Josey Ln. (0619-05-034)  
County: Denton

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION  
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

**ON SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and the City of Carrollton ("Utility"),

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

**WHEREAS**, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

**WHEREAS**, Texas Transportation Commission Minute Order Numbers 114027 and 113789 authorize the State to undertake and complete a highway improvement generally described as the replacement of the existing bridge and approaches on FM 544 at KCS Railroad, East of FM 2281 and the reconstruction and widening of a two lane rural highway to a six lane divided urban highway in Denton County; and,

**WHEREAS**, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

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

**AGREEMENT**

**1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

CSJ #: 0619-05-036; 0619-05-034  
ROW CSJ#: 0619-05-035; U#: 14731  
District #: 18 - Dallas  
Code Chart 64 #: 07400  
Project: FM 544  
Limits: At KCS Railroad, East of FM 2281 (0619-05-036)  
From FM 2281 to 0.17 mi West of Josey Ln. (0619-05-034)  
County: Denton

## **2. Project Funding and Work Responsibilities**

- A.** The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.
- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

## **3. Termination**

- A.** This agreement may be terminated in the following manner:
  - 1. By mutual written agreement and consent of both parties;
  - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
  - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

## **4. Right of Access**

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

## **5. Adjustments Outside the Project Site**

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

CSJ #: 0619-05-036; 0619-05-034  
ROW CSJ#: 0619-05-035; U#: 14731  
District #: 18 - Dallas  
Code Chart 64 #: 07400  
Project: FM 544  
Limits: At KCS Railroad, East of FM 2281 (0619-05-036)  
From FM 2281 to 0.17 mi West of Josey Ln. (0619-05-034)  
County: Denton

## **6. Responsibilities of the Parties and Indemnity**

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

## **7. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

## **8. Successors and Assigns**

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

## **9. Amendments**

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

## **10. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

## **11. Maintenance**

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

CSJ #: 0619-05-036; 0619-05-034  
ROW CSJ#: 0619-05-035; U#: 14731  
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From FM 2281 to 0.17 mi West of Josey Ln. (0619-05-034)  
County: Denton

## 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Utility:	State:
City Manager City of Carrollton 1945 E. Jackson Road Carrollton, Texas 75006	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

## 13. State Auditor

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

## 14. Signatory Warranty

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

## 15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.



CSJ #: 0619-05-036; 0619-05-034  
ROW CSJ#: 0619-05-035; U#: 14731  
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From FM 2281 to 0.17 mi West of Josey Ln. (0619-05-034)  
County: Denton

**THIS AGREEMENT IS EXECUTED** by the State and the Utility in duplicate.

**THE UTILITY – CITY OF CARROLLTON**

By: \_\_\_\_\_  
Leonard Martin  
City Manager

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

**THE STATE OF TEXAS**

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

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

CSJ #: 0619-05-036; 0619-05-034  
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County: Denton

## **ATTACHMENT A**

### **PAYMENT PROVISION AND WORK RESPONSIBILITIES**

#### **1. Description of the Work Items**

The parties agree that the existing two (2) inch waterline and associated appurtenances shall be relocated and adjustments shall be made along FM 544 at KCS Railroad, East of FM 2281 in Denton County. The two (2) inch waterline and associated appurtenances shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$68,717.75. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

#### **2. Actual Cost Agreement**

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the two (2) inch waterline and associated appurtenances for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

#### **3. Schedule of Payments**

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ 68,717.75 (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

#### **4. Work Responsibilities**

- A.** The **Utility** shall provide the following services under this contract:
  - i.** Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along FM 544 at KCS Railroad, East of FM 2281 in Denton County.

CSJ #: 0619-05-036; 0619-05-034  
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County: Denton

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's Dallas District Denton Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the two (2) inch waterline and associated appurtenances.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed two (2) inch waterline and associated appurtenances during construction, and the relocation of the two (2) inch waterline and associated appurtenances and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing two (2) inch waterline and associated appurtenances during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

**B. The State shall provide the following services under this contract:**

- i. Combine the two (2) inch waterline and associated appurtenances relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and

CSJ #: 0619-05-036; 0619-05-034  
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County: Denton

efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

CSJ #: 0619-05-036; 0619-05-034  
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County: Denton

## ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Description	Amount
<b>Total Estimated Costs</b>	<b>\$68,717.75</b>
Less Betterment Amount Due from Utility	\$0
<b>Amount of Total Utility Relocation Costs</b>	<b>\$68,717.75</b>
Estimated Amount Eligible for Reimbursement - <i>(calculated eligibility ratio = N/A %)</i>	\$0
<b>Amount of Utility Adjustment Due from Utility</b>	<b>\$68,717.75</b>
<b>Right of Way – Contribution of Funds to the State – N/A</b> <i>(Participation – Estimated % of Estimated Amount Eligible for Reimbursement – n/a)</i>	<b>\$0</b>
<b>Estimated Amount to be included in Construction Agreement :</b>	
A. Betterment	<b>\$0</b>
B. Utility Adjustment – <i>(non-reimbursable items)</i>	<b>\$68,717.75</b>
<b>GRAND TOTAL DUE TO STATE FROM UTILITY</b>	<b>\$68,717.75</b>
<b>Betterment Ratio Calculation – N/A%</b> <b>Estimated Betterment Costs – N/A%</b> 1. 2.  <b>Betterment Calculation:</b> Total Cost of Betterment (Estimated) Total Cost of Project (Estimated)  <b>Betterment Percentage for Final Cost determination:</b> <u>N/A</u> % of Final Cost of relocation  <i>Determination of Betterment: Comparison of estimated cost to  replace "as is" versus estimated costs associated with the betterment</i> Item A: <u>N/A</u> Item B: <u>N/A</u>	





# City of Carrollton

## Agenda Memo

File Number: 2647

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*20.

**CC MEETING: May 17, 2016**

**DATE:** May 10, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Scott Hudson, Environmental Services Director  
Krystle Nelinson, Development Program Manager

Consider A **Resolution Authorizing The City Manager To Execute A Contract With Lindamood Demolition, Inc. For The Asbestos Abatement And Building Demolition At 1441 West Trinity Mills Road** Through An Interlocal Agreement With The City Of Fort Worth In An Amount Not To Exceed \$214,783.20.

### **BACKGROUND:**

The city-owned property at 1441 West Trinity Mills Road is scheduled for demolition to facilitate area redevelopment. This site was formerly a Home Depot store and has been leased by Anderson's Furniture for about 12 years.

The 104,300 square foot building is situated on a landscaped parking lot. The site comprises approximately 11 acres. Asbestos was identified in about 1,000 square feet of floor tile mastic in an office within the building and requires abatement prior to demolition.

Asbestos abatement and demolition of the site require the services of a state-certified asbestos contractor and a demolition contractor, in addition to and separate from the services of a state-certified asbestos consultant for the duration of the abatement procedure.

Three vendors were invited to provide asbestos abatement and demolition quotes. Lindamood Demolition, Inc. submitted the lowest cost and is the recommended vendor based on a bid award from the City of Fort Worth through an existing interlocal agreement between Carrollton and Fort Worth for cooperative purchasing. One vendor did not submit a quote and the other vendor's quote was about twice that of Lindamood.

Lindamood Demolition submitted a quote of \$178,986.00 for the asbestos abatement and demolition of the structures, not including the parking surfaces. With a 20% contingency, the total expenditure would not exceed \$214,783.20. Funding for this work is allocated in the

Transit-Oriented Development capital account.

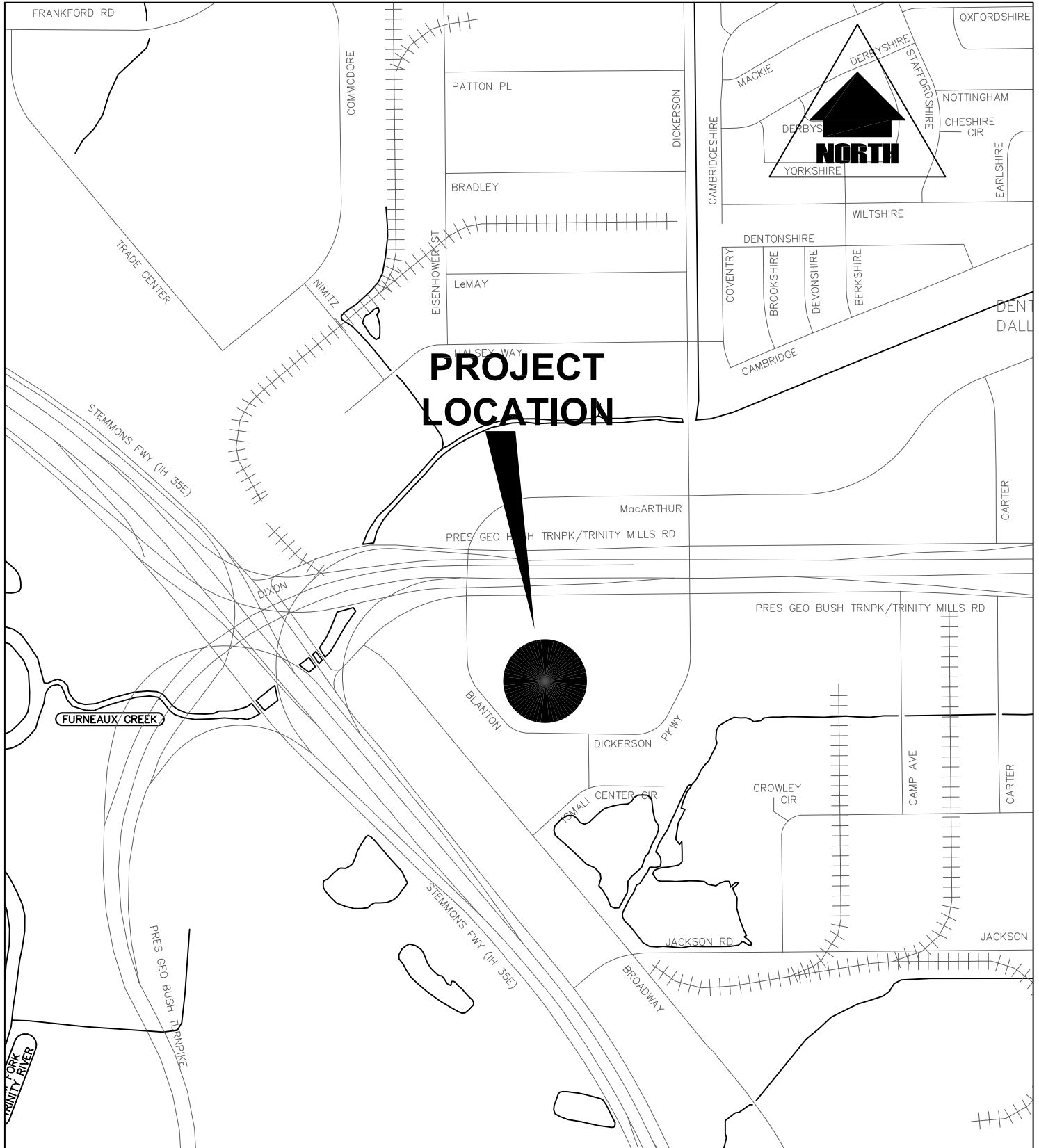
Vendors were also asked to provide quotes to include removal of the parking surfaces. Lindamood's quote was \$188,698.80, which would have caused the total project cost to exceed available funding. As a result, removal of the parking lot is not included in this proposal.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends adoption of a resolution authorizing the City Manager to contract with Lindamood Demolition, Inc. in an amount not to exceed \$214,783.20 for building demolition and asbestos abatement at 1441 West Trinity Mills Road.



# ATTACHMENT A



**CARROLLTON**  
TEXAS

*Where Connections Happen*

## 1441 W TRINITY MILLS

SCALE: NTS DATE: 05-16

**ENGINEERING  
DEPARTMENT**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LINDAMOOD DEMOLITION FOR THE PURPOSE OF PROVIDING ASBESTOS ABATEMENT AND DEMOLITION SERVICES AT 1441 W. TRINITY MILLS ROAD.**

**WHEREAS**, the City Council of the City of Carrollton, Texas (“City Council”), authorized the purchase of the 104,300-square-foot building at 1441 W. Trinity Mills Road (“building”) in 2003; and

**WHEREAS**, the building is adjacent to the Trinity Mills Dallas Area Rapid Transit rail station along Carrollton’s IH-35E corridor so the acquisition was a strategic step towards the community’s long-range Transit Oriented Development (TOD) Plan; and

**WHEREAS**, the construction of the Dickerson Parkway overpass as a component of the IH-35E highway expansion project is scheduled for completion in December 2016 and will resolve the longstanding issue of site accessibility; and

**WHEREAS**, the current real estate market conditions in North Texas highlight the site as a prime location for a corporate user, mixed-use development or other development opportunities; and

**WHEREAS**, the City Council has directed staff to pursue asbestos abatement and demolition of the current structure to prepare the site for redevelopment;

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

**Section 1**

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

**Section 2**

The City Manager is hereby authorized to contract with Lindamood Demolition for asbestos abatement and demolition services for 1441 W. Trinity Mills Road in an amount not to exceed two hundred fourteen thousand seven hundred eighty-three dollars and twenty cents (\$214,783.20). The funds for these services are to be taken from the TOD Capital Projects Fund.

**Section 3**

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON MAY 17, 2016.

CITY OF CARROLLTON, TEXAS

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Matthew Marchant, Mayor

ATTEST:

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Laurie Garber, City Secretary

APPROVED AS TO FORM:

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Meredith A. Ladd  
City Attorney

APPROVED AS TO CONTENT:

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Scott Hudson  
Environmental Services Director





# City of Carrollton

## Agenda Memo

File Number: 2645

**Agenda Date:** 5/17/2016

**Version:** 1

**Status:** Public  
Hearing/Individual  
Consideration

**In Control:** City Council

**File Type:** Public Hearing

**Agenda Number:** 21.

**CC MEETING:** May 17, 2016

**DATE:** May 9, 2016

**TO:** Leonard Martin, City Manager

**FROM:** Loren Shapiro, Chief Planner

Hold The Second Public Hearing To Consider An Ordinance Annexing An Approximately 4.5-Acre Tract 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 second public hearing considering the annexation of the subject property. The first public hearing was held on May 3, 2016. The proposed date for final approval of the annexation ordinance is June 7, 2016.

The approximately 4.5-acre tract of land is located on the west side of Charles Street between Plano Parkway and Hebron Parkway. The Town of Hebron adopted an ordinance (Ord. 2016-1) disannexing the subject property on May 2, 2016.

On February 2, 2016 the City Council received a worksession presentation from staff 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 authorizing the development of a service plan (Res. No. 3916), set public hearing dates and directed publication of an annexation ordinance. The annexation is scheduled to become effective on June 7, 2016.

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

Staff recommends that City Council hold the second public hearing on the annexation request. No action is necessary on the ordinance until June 7, 2016.

# Locator Map





## **ORDINANCE NO. 2016-1**

**AN ORDINANCE OF THE TOWN OF HEBRON, TEXAS, DISANNEXING THE HEREAFTER DESCRIBED TRACT OF LAND FROM THE CORPORATE LIMITS OF THE TOWN OF HEBRON; PROVIDING THAT THE TOWN OF HEBRON RELINQUISHES ANY AND ALL EXTRATERRITORIAL JURISDICTION OVER SAID TRACT IN FAVOR OF THE CITY OF CARROLLTON, TEXAS; PROVIDING THAT THE TOWN COMMISSION OF THE TOWN OF HEBRON SHALL TRANSMIT A CERTIFIED COPY OF THIS ORDINANCE AFTER ITS PASSAGE TO THE CITY SECRETARY OF THE CITY OF CARROLLTON; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the desire of the Town of Hebron to disannex the following described tract of land from its corporate limits and to relinquish any and all extraterritorial jurisdiction in and to said tract in favor of the City of Carrollton, Texas;

**NOW, THEREFORE,**

**BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HEBRON, TEXAS:**

**SECTION 1.** That the following described tract of land is disannexed and discontinued as a part of the corporate limits of the Town of Hebron so that the same will no longer be a part of the Town of Hebron for any purpose whatsoever, said tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.** The Town of Hebron hereby relinquishes any and all extraterritorial jurisdiction that it has or may have with respect to such tract of land under the provisions of Chapter 42 of the Texas Local Government Code in favor of the City of Carrollton, and, upon passage of this ordinance, the Town of Hebron shall no longer have or exercise any right, jurisdiction or control over the above-described tract of land.

**SECTION 3.** The above-described tract of land is being disannexed from the corporate limits of the Town of Hebron and excluded from its extraterritorial jurisdiction solely so that it may be included into the extraterritorial jurisdiction of the City of Carrollton, Texas, and should any other town or city annex or attempt to annex or include within its extraterritorial jurisdiction any part of said tract, this disannexation and waiver of extraterritorial jurisdiction shall be null and void and of no further force or effect.

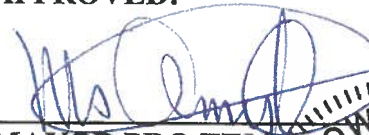
**SECTION 4.** Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

**SECTION 5.** Upon final passage of this ordinance, the Town Commission shall arrange to have a certified copy of this ordinance transmitted to the City Secretary of the City of Carrollton.

**SECTION 6.** The Town Commission finds that the best interest and welfare of the general public of the Town of Hebron will be served by disannexing the said tract of land from its corporate limits, and excluding said tract of land from its extraterritorial jurisdiction so that the same may be included into the extraterritorial jurisdiction of the City of Carrollton and that this ordinance should take effect immediately from and after its passage as the law in such cases provides, and it is accordingly so ordained.

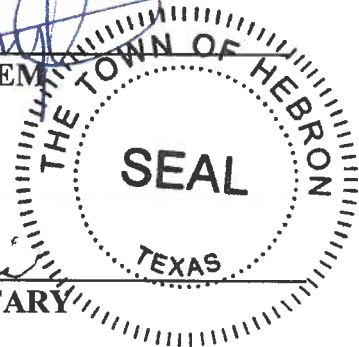
**DULY PASSED** by the Town Commission of the Town of Hebron, Texas, on the 2<sup>nd</sup> day of May 2016.

**APPROVED:**

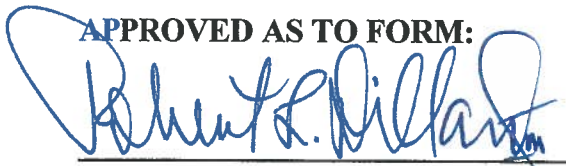
  
\_\_\_\_\_  
**MAYOR PRO TEM**

**ATTEST:**

  
\_\_\_\_\_  
**TOWN SECRETARY**



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**TOWN ATTORNEY**  
(RLD/4-20-16)(76544)



## EXHIBIT A LEGAL DESCRIPTION

**METES & BOUNDS DESCRIPTION  
ST SARKIS ARMENIAN CHURCH PROPERTY  
4421 CHARLES ST.**

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;

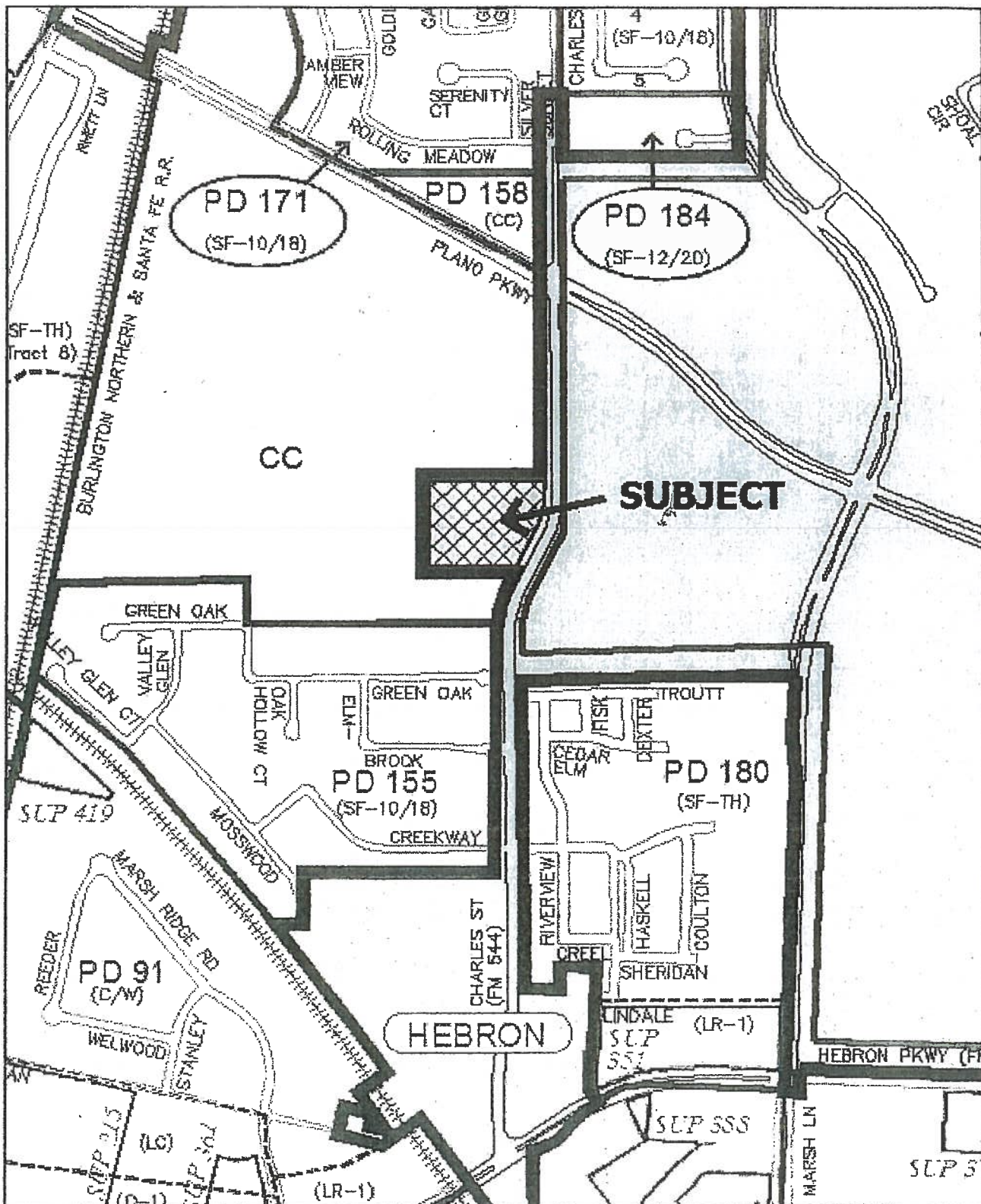
THENCE North 88 degrees 25' 29" East with said right-of-way a distance of 5.0 feet to an iron pin at the beginning of a curve;

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.

# Location Map



This topographic map depicts the area around the Village at Prestonwood Condominiums. Key features include:
 

- Topography:** Elevation contours are shown throughout the map, with labels such as 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000, 1010, 1020, 1030, 1040, 1050, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1130, 1140, 1150, 1160, 1170, 1180, 1190, 1200, 1210, 1220, 1230, 1240, 1250, 1260, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1340, 1350, 1360, 1370, 1380, 1390, 1400, 1410, 1420, 1430, 1440, 1450, 1460, 1470, 1480, 1490, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570, 1580, 1590, 1600, 1610, 1620, 1630, 1640, 1650, 1660, 1670, 1680, 1690, 1700, 1710, 1720, 1730, 1740, 1750, 1760, 1770, 1780, 1790, 1800, 1810, 1820, 1830, 1840, 1850, 1860, 1870, 1880, 1890, 1900, 1910, 1920, 1930, 1940, 1950, 1960, 1970, 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080, 2090, 2100, 2110, 2120, 2130, 2140, 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 2240, 2250, 2260, 2270, 2280, 2290, 2300, 2310, 2320, 2330, 2340, 2350, 2360, 2370, 2380, 2390, 2400, 2410, 2420, 2430, 2440, 2450, 2460, 2470, 2480, 2490, 2500, 2510, 2520, 2530, 2540, 2550, 2560, 2570, 2580, 2590, 2600, 2610, 2620, 2630, 2640, 2650, 2660, 2670, 2680, 2690, 2700, 2710, 2720, 2730, 2740, 2750, 2760, 2770, 2780, 2790, 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, 2900, 2910, 2920, 2930, 2940, 2950, 2960, 2970, 2980, 2990, 3000, 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3080, 3090, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, 3180, 3190, 3200, 3210, 3220, 3230, 3240, 3250, 3260, 3270, 3280, 3290, 3300, 3310, 3320, 3330, 3340, 3350, 3360, 3370, 3380, 3390, 3400, 3410, 3420, 3430, 3440, 3450, 3460, 3470, 3480, 3490, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3590, 3600, 3610, 3620, 3630, 3640, 3650, 3660, 3670, 3680, 3690, 3700, 3710, 3720, 3730, 3740, 3750, 3760, 3770, 3780, 3790, 3800, 3810, 3820, 3830, 3840, 3850, 3860, 3870, 3880, 3890, 3900, 3910, 3920, 3930, 3940, 3950, 3960, 3970, 3980, 3990, 4000, 4010, 4020, 4030, 4040, 4050, 4060, 4070, 4080, 4090, 4100, 4110, 4120, 4130, 4140, 4150, 4160, 4170, 4180, 4190, 4200, 4210, 4220, 4230, 4240, 4250, 4260, 4270, 4280, 4290, 4300, 4310, 4320, 4330, 4340, 4350, 4360, 4370, 4380, 4390, 4400, 4410, 4420, 4430, 4440, 4450, 4460, 4470, 4480, 4490, 4500, 4510, 4520, 4530, 4540, 4550, 4560, 4570, 4580, 4590, 4600, 4610, 4620, 4630, 4640, 4650, 4660, 4670, 4680, 4690, 4700, 4710, 4720, 4730, 4740, 4750, 4760, 4770, 4780, 4790, 4800, 4810, 4820, 4830, 4840, 4850, 4860, 4870, 4880, 4890, 4900, 4910, 4920, 4930, 4940, 4950, 4960, 4970, 4980, 4990, 5000, 5010, 5020, 5030, 5040, 5050, 5060, 5070, 5080, 5090, 5100, 5110, 5120, 5130, 5140, 5150, 5160, 5170, 5180, 5190, 5200, 5210, 5220, 5230, 5240, 5250, 5260, 5270, 5280, 5290, 5300, 5310, 5320, 5330, 5340, 5350, 5360, 5370, 5380, 5390, 5400, 5410, 5420, 5430, 5440, 5450, 5460, 5470, 5480, 5490, 5500, 5510, 5520, 5530, 5540, 5550, 5560, 5570, 5580, 5590, 5600, 5610, 5620, 5630, 5640, 5650, 5660, 5670, 5680, 5690, 5700, 5710, 5720, 5730, 5740, 5750, 5760, 5770, 5780, 5790, 5800, 5810, 5820, 5830, 5840, 5850, 5860, 5870, 5880, 5890, 5900, 5910, 5920, 5930, 5940, 5950, 5960, 5970, 5980, 5990, 6000, 6010, 6020, 6030, 6040, 6050, 6060, 6070, 6080, 6090, 6100, 6110, 6120, 6130, 6140, 6150, 6160, 6170, 6180, 6190, 6200, 6210, 6220, 6230, 6240, 6250, 6260, 6270, 6280, 6290, 6300, 6310, 6320, 6330, 6340, 6350, 6360, 6370, 6380, 6390, 6400, 6410, 6420, 6430, 6440, 6450, 6460, 6470, 6480, 6490, 6500, 6510, 6520, 6530, 6540, 6550, 6560, 6570, 6580, 6590, 6600, 6610, 6620, 6630, 6640, 6650, 6660, 6670, 6680, 6690, 6700, 6710, 6720, 6730, 6740, 6750, 6760, 6770, 6780, 6790, 6800, 6810, 6820, 6830, 6840, 6850, 6860, 6870, 6880, 6890, 6900, 6910, 6920, 6930, 6940, 6950, 6960, 6970, 6980, 6990, 7000, 7010, 7020, 7030, 7040, 7050, 7060, 7070, 7080, 7090, 7100, 7110, 7120, 7130, 7140, 7150, 7160, 7170, 7180, 7190, 7200, 7210, 7220, 7230, 7240, 7250, 7260, 7270, 7280, 7290, 7300, 7310, 7320, 7



Sales

1. [Introduction](#)  
 2. [Getting started](#)  
 3. [Getting started](#)  
 4. [Getting started](#)

## Streets

City Limits

**Argyle**

 Aubrey

 Hickory Creek

Highland Village

 Justin

 **Krugerville**

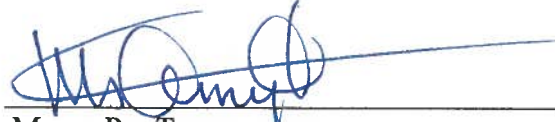
17 Lake Dallas

 **Lakewood Village**

## ORDER

The above and foregoing disannexation ordinance 2016-1 having been passed by the Town Commission of the Town of Hebron, Texas, on the 2nd day of May 2016, it is my order that the territory described in Exhibit "A" attached to said ordinance be, and the same is hereby, ordered discontinued from the town limits of the Town of Hebron as of the date of the entry of this order.

SIGNED AND ORDER ENTERED this 2nd day of May 2016.

  
\_\_\_\_\_  
Mayor Pro Tem  
Town of Hebron, Texas



STATE OF TEXAS

§  
§  
§  
§  
§  
§

**CERTIFIED COPY**

COUNTY OF DENTON

I, the undersigned, hereby certify that the attached ordinance is a true, complete and correct copy of Ordinance No. 2016-1 of the Town of Hebron, Texas, as the same appears in the records of my office, and that said records are kept and maintained as official records of the Town of Hebron, Texas, a Texas political subdivision, and are kept in the offices of the Town in its regular course of business.

I further certify that I am the Town Secretary of the Town of Hebron, Texas, that I am the custodian of the records of the Town, and that I have lawful possession and custody of its files and records.

In witness whereof, I have hereunto set my hand this 2nd day of May 2016.

Betty Morris  
Betty Morris, Town Secretary



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:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
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;

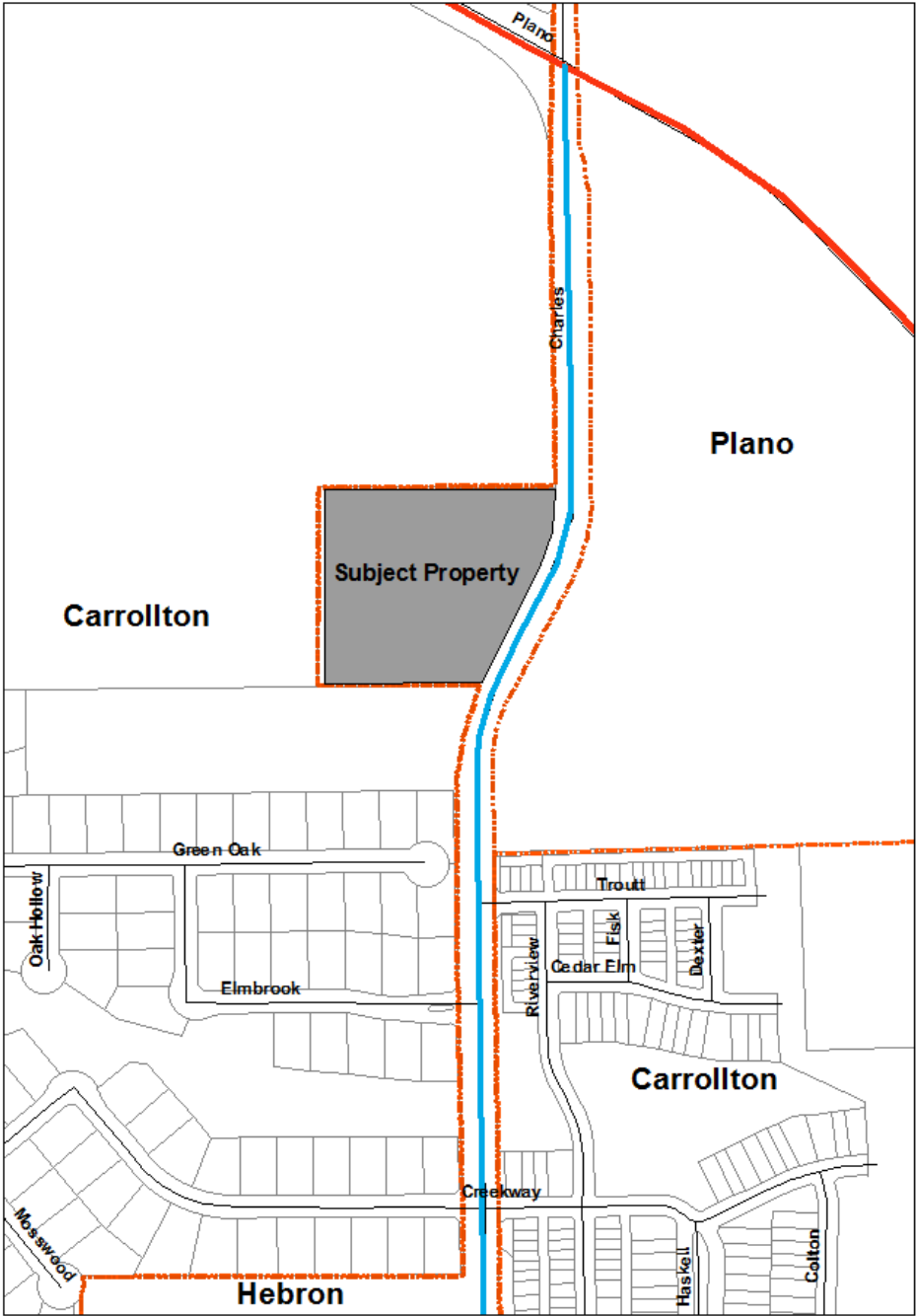
THENCE North 88 degrees 25' 29" East with said right-of-way a distance of 5.0 feet to an iron pin at the beginning of a curve;

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.