

# City of Carrollton

1945 E. Jackson Road  
Carrollton, TX 75006



## REGULAR WORKSESSION & MEETING

Tuesday, February 21, 2017

5:45 PM

CITY HALL, 2nd Floor

### City Council

*Mayor Matthew Marchant*  
*Mayor Pro Tem Doug Hrbacek*  
*Deputy Mayor Pro Tem Steve Babick*  
*Councilmember James Lawrence*  
*Councilmember Anthony Wilder*  
*Councilmember Bob Garza*  
*Councilmember Glen Blanscet*  
*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. Receive 35Express Project Update.
5. Discuss Multi-Year Budget And Financial Forecast.
6. Discuss April-May-June Council Meeting Dates.
7. Mayor and Council reports and information sharing.

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

8. **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

- \*9. Consider Approval Of The February 7, 2017 Regular Meeting Minutes.

## BIDS & PURCHASES

- \*10. Consider Approval Of Proposals For Bid # 17-013 From Various Vendors For Irrigation System Installation And Repairs For Multiple Departments.

## CONTRACTS & AGREEMENTS

- \*11. Consider Approval Of A Contract For Utility Bill Printing, Preparation, And Mailing Through An Inter-Local Agreement With The City Of Plano.
- \*12. Consider Authorizing The City Manager To Approve The Modification Of An Occupancy Agreement With Stemmons Compadres, LTD For The Operation Of The La Hacienda Ranch Restaurant Until Such Time As The State Of Texas Cancels The Agreement.
- \*13. Consider An Amendment To The Economic Development Incentive Agreement With Josey/Trinity Mills, Ltd.

**ORDINANCE**

- \*14. Consider An Ordinance To Amend The Authorized Number Of Firefighter Civil Service Positions Within The Carrollton Fire Department.
- \*15. Consider An Ordinance Adding An Additional Election Day Polling Location For The General Election On May 6, 2017 To Elect A Mayor And Council Places 2, 4 & 6.
- \*16. Consider All Matters Incident And Related To The Issuance And Sale Of “City Of Carrollton, Texas, General Obligation Improvement Bonds, Series 2017”, Including The Adoption Of An Ordinance Authorizing The Issuance Of Such Bonds, Establishing Parameters For The Sale And Issuance Of Such Bonds And Delegating Certain Matters To Authorized Representatives Of The City.

**RESOLUTIONS**

- \*17. Consider A Resolution Ratifying Members To Serve On The Civil Service Commission.
- \*18. Consider A Resolution Authorizing The City Manager To Enter Into A Development Agreement With Castle Hills Phase 11 (CH PH 11) LLC To Replace A Development Agreement Approved On November 1, 2016 Related To The Costs Of Extending Approximately 1,260 Linear Feet Of Off-Site Sanitary Sewer Line; And Providing An Effective Date.
- \*19. Consider A Resolution Revising A Lease Agreement By And Between The City Of Carrollton And CTC Red Five, LLC d/b/a Cow Tipping Creamery For The Use Of City-Owned Real Property At 1309 South Broadway, And Authorizing The City Manager To Negotiate And Execute A Revised Lease Agreement With CTC Peavy, LLC, d/b/a Cow Tipping Creamery.
- \*20. Consider A Resolution Authorizing The City Manager To Execute A License Agreement With Fairway 427, LP For The Use Of Parking Spaces At The Crosby Recreation Center.
- \*21. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Buyer’s Temporary Residential Lease At 1603 East Crosby Road, Being Francis Perry 1, Block 5, Tract 9, By And Between The City Of Carrollton And Sydney Snyder-Marriott.

**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 17th day of February 2017 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: 3112

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**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 4.

**CC MEETING:** February 21, 2017

**DATE:** February 8, 2017

**TO:** Erin Rinehart, City Manager

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

Receive **35Express Project Update.**







# City of Carrollton

## Agenda Memo

File Number: 3128

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 5.

**CC MEETING: February 21, 2017**

**DATE:** February 15, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Bob Scott, Chief Financial Officer

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

### **BACKGROUND:**

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

Over the coming months, staff will be preparing the Fiscal Year (FY) 2018 annual operating and capital budget to be presented to City Council on or before July 31, 2017. This budget will also include forecasts for Fiscal Years 2019 and 2020 for the operating funds. The attached Multi-year Budget and Financial Forecast was prepared using certain assumptions as to revenue and expenditure growth including the projected effects of planned additions of programs. Included are the General Fund and Utility Operating Fund. Staff is seeking City Council direction regarding the assumptions used and other items to consider in preparation of the upcoming FY 2018 annual operating and capital budget.

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

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

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

**FISCAL YEARS 2018 TO 2022**  
**MULTI-YEAR BUDGET AND FINANCIAL FORECAST**  
**KEY FINDINGS AND ASSUMPTIONS**

***General Assumptions***

- Legislation could negatively or positively impact the City's financial forecasts but will not be included until passed.
- New programs representing recurring operating impacts should only be added after careful prioritization.
- Revenues from credit card fees will be reduced during FY 2017 based on a staff recommendation to reduce the fee from 3% to 2%. An ordinance to make this change will be presented to the Council when an implementation plan is complete.
- Compensation increase pool has been projected at 2% in FY's 2018 and 2019 and at 3% per year in FY's 2020 to 2022.
- Health Insurance rates are projected to increase at a rate of 10% annually.
- The Utility Fund Payment in Lieu of Taxes (PILOT) made to the General Fund is expected to increase 1% annually.
- Changes in City Water and Sewer rates are estimated to increase by 5% for FY 2018, 6.5% for FY 2019, 1.5% for FY 2020, 3% per year for FY 2021 and 3.5% for FY 2022.
- Natural Gas expenditures are projected to increase 2% annually.
- Solid Waste expenditures are expected to increase by 3% annually.
- Electricity rates are expected to remain flat.
- Risk Allocation Charges are expected to increase by 5% in FY 2018, FY 2020 and FY 2022.
- Overhead Allocation Charges are projected for FY's 2018 and 2019 based on forecasts prepared as part of the FY 2017 budget and to have 3% growth annually thereafter.

# ***General Fund***

## **Sources of Funds**

- The FY 2017 recurring sources of funds have been re-estimated and are projected to be \$1,391,729 or 1.5% less than original budget with more than half the shortfall being in Fines and Forfeitures. These re-estimates are used as the base for the future year projections.
- Ad Valorem taxes are projected to increase by 6% in FY 2018, 2% in FY 2019 and then increase by 1% each year thereafter.
- Franchise Fees are expected to change as follows:
  - Telecommunications – 3% annual decrease
  - Natural Gas – 1% annual increase
  - Electricity and Solid Waste – no change
  - Cable – 3% annual decrease
- Sales taxes are projected to increase by 2% each year.
- Fines and forfeitures are projected in FY 2018 to recover to approximately 97.6% of FY 2016 actual revenues and then increase by 1% annually.
- Investment income is projected to increase 5% per year.
- All other revenue types are estimated to have no growth.
- Leased Vehicle Taxation - In response to concern expressed this year regarding the taxation of leased vehicles, staff has prepared additional information on leased vehicle taxation. The multi-year projections assume all leased vehicles will continue to be subject to ad valorem taxation.

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

In 2016, Staff contacted the appraisal districts for Dallas, Collin and Denton counties to identify other cities that continue to tax personal use leased vehicles. Below are the cities in these counties that continued to tax personal use leased vehicles.

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

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

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

Based on the information provided, the total property tax levy for tax year 2015 for leased vehicles was approximately \$500,000 with \$375,000 coming from personal use leased vehicles. This amount of revenue represents approximately one-third of a penny of tax rate.

### **Uses of Funds**

- The baseline for Supplies and Contractual Services and Fleet Replacement allocations for FY's 2018 and 2019 are estimated based on forecasts prepared as part of the FY 2017 budget. FY's 2020 to 2022 are projected to have 2% growth annually.
- Other Additions:
  - Parks and Recreation maintenance costs for:
    - Maintenance costs for corridor enhancements are projected to increase cost by \$20,000 per year in FY 2019 and FY 2021.
    - Recreation Equipment Maintenance Worker at about \$55,000 per year starting in FY 2018.
    - Equipment for maintaining synthetic turf with a one-time cost of \$55,000 in FY 2018 and annual maintenance and replacement cost of \$7,425 starting in FY 2018.
- Non-recurring "One-time" Uses of Funds:
  - Subsidy of the Hotel/Motel Tax Fund is for FY 2018 and FY 2019 are estimated based on forecasts prepared as part of the FY 2017 budget. FY's 2020 to 2022 are projected to grow by 3% annually.
  - Subsidy of the Golf Course Fund is estimated at \$962,128 in FY 2017 and \$481,564 in FY 2018.

- General Fund projections for FY 2018 estimate the need for \$1,947,321 in resource increases or reduction in uses of funds. This represents 2% of recurring uses of funds or approximately 1.6 cents on the tax rate. City staff will continue to look for increased operational efficiencies in its existing operations through various initiatives.

## ***Utility Fund***

### **Sources of Funds**

- Water and Sewer base revenues are anticipated to increase by 1% annually due to growth in the customer base.
- Investment income is projected to increase 5% per year.
- All other Utility Fund revenues are expected to remain constant for future years.
- In addition to the 4% rate increase effective February 1, 2017, Utility Fund projections show needed rate increases of 5% in FY 2018, 6.7% in FY 2019, 1.5% in FY 2020, 3.1% in FY 2021 and 3.6% in FY 2022.
- These projections are highly dependent of weather patterns which are difficult to predict.

### **Uses of Funds**

- Expenditures related to the contract with Dallas Water Utilities (DWU) for the purchase of treated water are forecasted to grow 3% annually.
- The expenditures for service of the Trinity River Authority (TRA) to treat Carrollton's wastewater flows are anticipated to change based on the projected rate changes plus a factor of 1% for growth. Projected increases in TRA rates in future years are 14.2% in FY 2018, 10.1% in FY 2019, 6.3% in FY 2020, 5.8% in FY 2021 and 9.1% in FY 2022.
- Fuel costs are projected to increase by 2% per year and other supplies and services are projected to increase by 1% per year.
- Fleet Replacement allocations for FY's 2018 and 2019 are estimated based on forecasts prepared as part of the FY 2017 budget. FY's 2020 to 2022 are projected to have 2% growth annually.
- Debt service transfers are based on required funding for existing debt issues.
- Non-recurring funding for water and sewer line rehabilitation is projected to remain flat at \$2.9 million.

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

	ACTUAL 2015-16	BUDGET 2016-17	ESTIMATE 2016-17	PROJECTED 2017-18	PROJECTED 2018-19	PROJECTED 2019-20	PROJECTED 2020-21	PROJECTED 2021-22
<b>Beginning operating funds</b>	\$ 16,443,280	\$ 15,729,531	\$ 18,259,136	\$ 16,356,494	\$ 16,356,494	\$ 16,908,751	\$ 17,539,751	\$ 18,194,756
<b>Recurring Sources of Funds</b>								
Ad valorem taxes	38,252,037	41,155,817	41,569,207	44,043,559	44,917,830	45,363,708	45,814,045	46,268,885
Sales taxes	24,422,289	25,217,602	25,230,582	25,735,193	26,249,897	26,774,895	27,310,393	27,856,601
Franchise fees	11,412,565	11,259,215	11,020,921	10,934,218	10,850,501	10,769,686	10,691,689	10,616,429
Licenses & permits	3,038,325	3,043,206	2,385,330	2,385,330	2,385,330	2,385,330	2,385,330	2,385,330
Charges for services	5,634,287	5,590,839	5,596,619	5,582,788	5,578,179	5,574,031	5,570,298	5,566,938
Fines & forfeitures	5,664,968	5,943,903	5,174,094	5,528,207	5,583,490	5,639,326	5,695,721	5,752,679
Investment Income	439,543	428,400	410,000	430,500	452,025	474,626	498,357	523,275
Miscellaneous	537,432	509,500	370,000	350,000	350,000	350,000	350,000	350,000
Utility Operating Fund - Payment in Lieu of Taxes	2,514,353	2,539,497	2,539,497	2,564,892	2,590,541	2,616,446	2,642,610	2,669,036
<b>Total Recurring Sources of Funds</b>	<b>91,915,799</b>	<b>95,687,979</b>	<b>94,296,250</b>	<b>97,554,687</b>	<b>98,957,793</b>	<b>99,948,048</b>	<b>100,958,443</b>	<b>101,989,173</b>
<b>Recurring Uses of Funds</b>								
Personnel services	56,622,982	60,129,582	60,129,582	62,995,402	65,371,829	68,346,160	71,481,438	74,789,663
Supplies & Services	10,525,010	13,498,834	13,498,834	13,755,469	14,097,376	14,378,924	14,686,102	14,999,024
Utilities	2,337,790	2,296,971	2,358,012	2,381,987	2,414,477	2,423,512	2,440,244	2,460,065
Allocations	16,538,799	17,715,530	17,715,530	18,385,984	19,015,902	19,635,933	20,152,546	20,767,479
Capital outlay	521,549	572,062	572,062	508,166	486,982	440,622	449,434	458,423
Utility Rate Review	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Essential Technology Replacements Funds	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000
Prior Year's Cancelled Encumbrances	(9,136)	-	-	-	-	-	-	-
<b>Total Recurring Uses of Funds</b>	<b>88,011,994</b>	<b>95,687,979</b>	<b>95,749,020</b>	<b>99,502,008</b>	<b>102,861,566</b>	<b>106,700,151</b>	<b>110,684,764</b>	<b>114,949,654</b>
<b>Net Recurring Funds</b>	<b>3,903,805</b>	<b>-</b>	<b>(1,452,770)</b>	<b>(1,947,321)</b>	<b>(3,903,773)</b>	<b>(6,752,103)</b>	<b>(9,726,321)</b>	<b>(12,960,481)</b>
<b>Non-recurring "One-time" Sources of Funds</b>								
Excess Sales Tax	10,090,178	10,596,631	11,439,692	11,668,486	11,901,856	12,139,893	12,382,691	12,630,345
Repayment from Golf Fund for debt early retirement	407,630	373,661	373,661	-	-	-	-	-
<b>Total Non-recurring "One-time" Sources of Funds</b>	<b>10,497,808</b>	<b>10,970,292</b>	<b>11,813,353</b>	<b>11,668,486</b>	<b>11,901,856</b>	<b>12,139,893</b>	<b>12,382,691</b>	<b>12,630,345</b>
<b>Non-recurring "One-time" Uses of Funds</b>								
Hotel Motel Tax Fund Subsidy	223,778	195,000	195,000	210,000	227,000	233,810	240,824	248,049
Golf Course Fund Subsidy	991,449	962,128	962,128	481,564	-	-	-	-
Police overtime - Bicycle Unit	242,278	-	-	-	-	-	-	-
Fire overtime - 5th Medic	396,460	-	-	-	-	-	-	-
ECG Monitor/Defibrillator Replacements	275,500	275,500	275,500	275,500	-	-	-	-
Facilities Maintenance Fund	950,000	950,000	950,000	950,000	950,000	950,000	950,000	950,000
Parks Strategic Amenity Fund	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Leisure Services Equipment Fund	-	180,000	180,000	180,000	180,000	180,000	180,000	180,000
Capital Projects Funds	9,381,292	8,282,664	9,575,597	9,446,422	10,419,856	10,651,083	10,886,867	11,127,296
<b>Total Non-recurring "One-time" Uses of Funds</b>	<b>12,585,757</b>	<b>10,970,292</b>	<b>12,263,225</b>	<b>11,668,486</b>	<b>11,901,856</b>	<b>12,139,893</b>	<b>12,382,691</b>	<b>12,630,345</b>
<b>Net Non-recurring "One-time" Funds</b>	<b>(2,087,949)</b>	<b>-</b>	<b>(449,872)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>The Bottom Line - Net Recurring and Non-recurring Funds</b>	<b>1,815,856</b>	<b>-</b>	<b>(1,902,642)</b>	<b>(1,947,321)</b>	<b>(3,903,773)</b>	<b>(6,752,103)</b>	<b>(9,726,321)</b>	<b>(12,960,481)</b>
<b>Subsidy from other funds, additional sources, or reductions in uses needed to Maintain Target Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,947,321</b>	<b>4,456,030</b>	<b>7,383,103</b>	<b>10,381,326</b>	<b>13,661,559</b>
<b>Ending Fund Balance</b>	<b>\$ 18,259,136</b>	<b>\$ 15,729,531</b>	<b>\$ 16,356,494</b>	<b>\$ 16,356,494</b>	<b>\$ 16,908,751</b>	<b>\$ 17,539,751</b>	<b>\$ 18,194,756</b>	<b>\$ 18,895,834</b>
<b>Days of Recurring Uses of Funds</b>	<b>75.72</b>	<b>60.00</b>	<b>62.35</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>
<b>Funds needed as a % of Recurring Uses of Funds</b>				<b>1.96%</b>	<b>4.33%</b>	<b>6.92%</b>	<b>9.38%</b>	<b>11.88%</b>

**ATTACHMENT B**

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

	<b>ACTUAL</b> <b>2015-16</b>	<b>BUDGET</b> <b>2016-17</b>	<b>ESTIMATE</b> <b>2016-17</b>	<b>PROJECTED</b> <b>2017-18</b>	<b>PROJECTED</b> <b>2018-19</b>	<b>PROJECTED</b> <b>2019-20</b>	<b>PROJECTED</b> <b>2020-21</b>	<b>PROJECTED</b> <b>2021-22</b>
<b>Beginning operating funds</b>	\$ 12,248,104	\$ 10,684,776	\$ 11,581,988	\$ 10,779,532	\$ 9,978,179	\$ 10,222,937	\$ 10,612,690	\$ 11,001,552
<b>Recurring Sources of Funds</b>								
Water sales & chgs	23,209,713	23,673,949	23,970,142	24,209,843	24,451,941	24,696,460	24,943,425	25,192,859
Sewer sales & chgs	12,918,134	13,224,811	13,341,376	13,474,790	13,609,538	13,745,633	13,883,089	14,021,920
From Rate Increases		968,767	1,014,873	2,824,481	5,342,205	6,681,463	7,867,124	9,488,918
Tag fees	393,975	384,000	395,000	395,000	395,000	395,000	395,000	395,000
Industrial surcharge	462,988	300,000	465,000	465,000	465,000	465,000	465,000	465,000
Backflow prevention charges	175,049	175,000	175,000	175,000	175,000	175,000	175,000	175,000
Investment income	104,670	71,820	105,000	110,250	115,763	121,551	127,629	134,010
Miscellaneous	215,884	265,000	220,000	220,000	220,000	220,000	220,000	220,000
<b>Total Recurring Sources of Funds</b>	<b>37,480,413</b>	<b>39,063,347</b>	<b>39,686,391</b>	<b>41,874,364</b>	<b>44,774,447</b>	<b>46,500,107</b>	<b>48,076,267</b>	<b>50,092,707</b>
<b>Recurring Uses of Funds</b>								
Personal services	3,020,194	3,288,915	3,288,915	3,418,859	3,545,094	3,707,821	3,881,100	4,065,816
Supplies & Services	22,935,277	24,870,426	24,851,148	26,584,993	28,132,723	29,399,395	30,676,702	32,434,823
Utilities	867,232	849,384	876,048	890,835	893,859	899,960	905,204	913,779
Allocations	4,110,100	4,237,888	4,237,888	4,357,815	4,516,526	4,653,345	4,777,299	4,922,101
Canceled encumbrances	(1,539)	-	-	-	-	-	-	-
General Fund -								
Payment in Lieu of Taxes	2,514,353	2,539,497	2,539,497	2,564,892	2,590,541	2,616,446	2,642,610	2,669,036
Utility Debt Service Funds	1,800,912	1,795,351	1,795,351	1,788,323	1,780,946	1,763,387	1,734,490	1,541,378
<b>Total Recurring Uses of Funds</b>	<b>35,246,529</b>	<b>37,581,461</b>	<b>37,588,847</b>	<b>39,605,717</b>	<b>41,459,689</b>	<b>43,040,354</b>	<b>44,617,405</b>	<b>46,546,933</b>
<b>Net Recurring Funds</b>	<b>2,233,884</b>	<b>1,481,886</b>	<b>2,097,544</b>	<b>2,268,647</b>	<b>3,314,758</b>	<b>3,459,753</b>	<b>3,458,862</b>	<b>3,545,774</b>
<b>Non-recurring "One-time"</b>								
<b>    Uses of Funds</b>								
Water and Sewer Line Rehabilitation	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000
Don Cline Emergency Generator	-	-	-	170,000	170,000	170,000	170,000	170,000
<b>Total Non-recurring</b>								
<b>    Uses of Funds</b>	<b>2,900,000</b>	<b>2,900,000</b>	<b>2,900,000</b>	<b>3,070,000</b>	<b>3,070,000</b>	<b>3,070,000</b>	<b>3,070,000</b>	<b>3,070,000</b>
<b>The Bottom Line - Net Recurring and Non-recurring Funds</b>	<b>(666,116)</b>	<b>(1,418,114)</b>	<b>(802,456)</b>	<b>(801,353)</b>	<b>244,758</b>	<b>389,753</b>	<b>388,862</b>	<b>475,774</b>
<b>Ending Fund Balance</b>	<b>\$ 11,581,988</b>	<b>\$ 9,266,662</b>	<b>\$ 10,779,532</b>	<b>\$ 9,978,179</b>	<b>\$ 10,222,937</b>	<b>\$ 10,612,690</b>	<b>\$ 11,001,552</b>	<b>\$ 11,477,326</b>
<b>Days of Recurring Uses of Funds</b>								
<b>    (target 90 days)</b>	<b>119.94</b>	<b>90.00</b>	<b>104.67</b>	<b>91.96</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>	<b>90.00</b>
Incremental % rate increase needed effective February 1st			4.00%	5.00%	6.70%	1.48%	3.13%	3.60%

**City of Carrollton**  
**Multi-year Budget and Financial Forecast**  
**Fiscal Year 2017-2018 Budget**  
**Calendar**

February 21 Tuesday	Multi-Year Budget Presentation	City Council Budget Team
April 10 Monday	Budget Kick-Off Meeting	All Departments
May 8 Monday	Budget Requests Due All Recommended Fee Changes Due	All Departments
May 9 – June 20	Data Entry / Technical Review	Budget Team
May 15 Monday	Preliminary Tax Roll Due	Appraisal Districts
June 22 & June 29	Executive Team Budget Review	Executive Team Budget Team
June 30 – July 28	Prepare Preliminary Budget	Budget Team
July 25 Tuesday	Certified Tax Roll Due	Appraisal Districts
July 31 Monday	City Council Preliminary Budget Packet Distributed	Budget Team
August 1 Tuesday	City Council Work Session – Preliminary Budget Presentation and Deliberation Vote Setting Proposed Tax Rate, Public Hearing Dates and Date for Approval of Proposed Tax Rate and Budget	City Council Budget Team
August 6 Sunday	Publication of Proposed Property Tax Rate Notice Notice of Budget Public Hearing	Local newspaper
August 15 Tuesday	City Council Work Session – Preliminary Budget Deliberation 1 <sup>st</sup> Public Hearing on Proposed Budget and Tax Increase	City Council Budget Team
September 5 Tuesday	2 <sup>nd</sup> Public Hearing on Proposed Budget and Tax Increase*	City Council Budget Team
September 19 Tuesday	Adopt Budget and Tax Rate	City Council

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



## RESIDENTIAL MUNICIPAL COST OF SERVICE COMPARISON

PY RANK	OVERALL RANK	CITY	POP. <sup>(2)</sup>	VALUE <sup>(3)</sup>	TAX RATE	HOMESTEAD EXEMPTION	CITY SALES TAX RATE	ANNUAL PROPERTY TAXES <sup>(3)</sup>	ANNUAL WATER CHARGE <sup>(4)</sup>	ANNUAL SEWER CHARGE <sup>(4)</sup>	ANNUAL DRAINAGE CHARGE <sup>(5) (6)</sup>	ANNUAL SANITATION CHARGE <sup>(7)</sup>	TOTAL ANNUAL CHARGE	COMBINED WATER & SEWER	SALES TAX
1	1	Lewisville	100,400	\$ 200,000	\$ 0.436086	0%	1.50%	\$ 872	\$ 543	\$ 271	\$ 0	\$ 149	\$ 1,835	\$ 814	\$ 0.0825
2	2	Carrollton	127,980	\$ 200,000	\$ 0.603700	20%	1.00%	\$ 966	\$ 560	\$ 367	\$ 0	\$ 260	\$ 2,153	\$ 927	\$ 0.0825
4	3	Addison	15,530	\$ 200,000	0.560472	20%	1.00%	897	528	481	114	152	2,172	1,009	0.0825
6	4	Plano	274,960	\$ 200,000	0.478600	20%	1.00%	766	554	721	37	146	2,224	1,275	0.0825
3	5	Farmers Branch	30,480	\$ 200,000	0.602267	20%	1.00%	964	847	469	0	0	2,280	1,316	0.0825
7	6	Coppell	40,310	\$ 200,000	0.579500	5%	2.00%	1,101	585	392	12	199	2,289	977	0.0825
5	7	Irving	231,040	\$ 200,000	0.594100	20%	1.00%	951	634	396	36	302	2,319	1,030	0.0825
9	8	Allen	91,800	\$ 200,000	0.520000	0%	2.00%	1,040	585	511	36	203	2,375	1,096	0.0825
8	9	Arlington	380,740	\$ 200,000	0.644800	20%	1.75%	1,032	556	557	69	165	2,379	1,113	0.0800
10	10	Frisco	153,520	\$ 200,000	0.450000	0%	2.00%	900	674	730	41	149	2,494	1,404	0.0825
11	11	McKinney	161,470	\$ 200,000	0.573000	0%	2.00%	1,146	784	595	48	200	2,773	1,379	0.0825
12	12	Grand Prairie	184,620	\$ 200,000	0.669998	1%	2.00%	1,327	606	602	50	196	2,781	1,208	0.0825
14	13	The Colony	39,810	\$ 200,000	0.667500	0%	2.00%	1,335	738	556	30	249	2,908	1,294	0.0825
16	14	Fort Worth	806,380	\$ 200,000	0.835000	20%	1.50%	1,336	669	626	65	227	2,923	1,295	0.0825
13	15	Richardson	104,300	\$ 200,000	0.625160	0%	1.00%	1,250	888	536	45	252	2,971	1,424	0.0825
17	16	Dallas	1,257,730	\$ 200,000	0.782500	20%	1.00%	1,252	679	694	93	316	3,034	1,373	0.0825
18	17	Denton	125,980	\$ 200,000	0.683340	0.5%	1.50%	1,333	841	621	65	334	3,194	1,462	0.0825
19	18	Garland	234,300	\$ 200,000	0.704600	8%	1.00%	1,296	1,029	619	35	254	3,233	1,648	0.0825
15	19	Mesquite	142,950	\$ 200,000	0.687000	0%	2.00%	1,374	965	641	54	234	3,268	1,606	0.0825
20	20	Castle Hills <sup>(8)</sup>	11,893	\$ 200,000	0.980000	8%	1.50%	1,911	908	540	0	200	3,559	1,448	0.0825

<b>AVERAGE:</b>	\$ 1,152	\$ 709	\$ 546	\$ 42	\$ 209	\$ 2,658	\$ 1,255
<b>MEDIAN:</b>	\$ 1,124	\$ 671	\$ 557	\$ 39	\$ 202	\$ 2,634	\$ 1,295

### Notes:

- <sup>(1)</sup> Ranking based on Total Annual Charge.
- <sup>(2)</sup> Population estimates, obtained from the 2016 NCTCOG population estimates. Castle Hills from DCFWSD Website.
- <sup>(3)</sup> Annual Property Taxes calculated based on residential homestead value of \$200,000.
- <sup>(4)</sup> Water & Sewer = Average residential consumption of 10,000 gallons from September to May and 20,000 gallons from June to August. Fort Worth purchases based on a per 100 cubic foot rate, using the consumption level that would yield 10,000 gallons and 20,000 gallons during the same periods listed above.
- <sup>(5)</sup> Drainage fees for Dallas & Frisco are based upon lot size. Used 9,000 sq.ft. as the average lot size.
- <sup>(6)</sup> Drainage fees for Denton & Plano are based on square footage of impervious surfaces. Used an average of 2,001 to 3,000 square feet of impervious surface for the purposes of calculation.
- <sup>(7)</sup> Residential sanitation charge including sales tax.
- <sup>(8)</sup> Castle Hills is covered by 8 different districts (Denton County Fresh Water Supply Districts 1A-1H) with different tax rates & homestead exemptions. Cost calculated based on district with highest population (1F).

# TAX BASE COMPARISON

MCOS Rank	City	Population	2016 Assessed Value Certified Roll	2016 Sales Tax Collected <sup>(2)</sup>	Per Capita Assessed Value	Per Capita Sales Tax	Per Capita Ratio Assess. Value	Per Capita Ratio Sales Tax	Tax Rate
1	Lewisville	100,400	\$ 9,155,662,592	\$ 27,411,085	\$ 91,192	\$ 273.00	\$ 0.96	\$ 1.00	\$ 0.436086
2	Carrollton <sup>(1)</sup>	127,980	\$ 12,112,534,029	\$ 34,896,281	\$ 94,644	\$ 273.00	\$ 1.00	\$ 1.00	0.603700
3	Addison <sup>(1)</sup>	15,530	\$ 4,300,271,555	\$ 12,975,854	\$ 276,901	\$ 836.00	\$ 2.93	\$ 3.06	0.560472
4	Plano <sup>(1)</sup>	274,960	\$ 34,355,837,638	\$ 78,286,505	\$ 124,948	\$ 285.00	\$ 1.32	\$ 1.04	0.478600
5	Farmers Branch <sup>(1)</sup>	30,480	\$ 4,852,809,226	\$ 13,827,371	\$ 159,213	\$ 454.00	\$ 1.68	\$ 1.66	0.602267
6	Coppell <sup>(1)</sup>	40,310	\$ 6,668,271,862	\$ 18,788,393	\$ 165,425	\$ 466.00	\$ 1.75	\$ 1.71	0.579500
7	Irving <sup>(1)</sup>	231,040	\$ 22,913,845,695	\$ 64,683,621	\$ 99,177	\$ 280.00	\$ 1.05	\$ 1.03	0.594100
8	Allen	91,800	\$ 11,225,448,262	\$ 18,867,725	\$ 122,282	\$ 206.00	\$ 1.29	\$ 0.75	0.520000
9	Arlington <sup>(1)</sup>	380,740	\$ 19,734,570,809	\$ 58,795,429	\$ 51,832	\$ 154.00	\$ 0.55	\$ 0.56	0.644800
10	Frisco	153,520	\$ 24,083,399,514	\$ 37,345,996	\$ 156,875	\$ 243.00	\$ 1.66	\$ 0.89	0.450000
11	McKinney	161,470	\$ 17,226,601,029	\$ 23,369,397	\$ 106,686	\$ 145.00	\$ 1.13	\$ 0.53	0.573000
12	Grand Prairie <sup>(1)</sup>	184,620	\$ 11,691,378,663	\$ 29,194,011	\$ 63,327	\$ 158.00	\$ 0.67	\$ 0.58	0.669998
13	The Colony	39,810	\$ 3,637,984,680	\$ 11,799,719	\$ 91,384	\$ 296.00	\$ 0.97	\$ 1.08	0.667500
14	Fort Worth <sup>(1)</sup>	806,380	\$ 49,704,978,581	\$ 136,399,971	\$ 61,640	\$ 169.00	\$ 0.65	\$ 0.62	0.835000
15	Richardson	104,300	\$ 14,032,045,638	\$ 32,565,210	\$ 134,535	\$ 312.00	\$ 1.42	\$ 1.14	0.625160
16	Dallas <sup>(1)</sup>	1,257,730	\$ 110,169,735,298	\$ 284,659,887	\$ 87,594	\$ 226.00	\$ 0.93	\$ 0.83	0.782500
17	Denton <sup>(1)</sup>	125,980	\$ 9,172,250,493	\$ 20,633,400	\$ 72,807	\$ 164.00	\$ 0.77	\$ 0.60	0.683340
18	Garland <sup>(1)</sup>	234,300	\$ 12,359,203,040	\$ 28,852,134	\$ 52,749	\$ 123.00	\$ 0.56	\$ 0.45	0.704600
19	Mesquite	142,950	\$ 6,719,697,130	\$ 21,476,297	\$ 47,007	\$ 150.00	\$ 0.50	\$ 0.55	0.687000
20	Castle Hills <sup>(1)</sup>	11,893	\$ 2,020,442,921	\$ 559,489	\$ 169,885	\$ 47.00	\$ 1.79	\$ 0.17	0.980000
Total - All Cities		4,516,193	386,136,968,655	955,387,772	---	---	---	---	---
Avg. - All Cities <sup>(3)</sup>		---	---	---	\$ 111,505	\$ 263.00	\$ 1.18	\$ 0.96	0.69288
Weighted Avg.		---	---	---	\$ 85,501	\$ 211.41	---	---	---
2016 Weighted Avg.		---	---	---	69,627	159.94	---	---	---

Notes:

(1) Reflects cities with homestead exemption.

(2) Sales tax figures according to State Comptroller 2016 Allocations. Figures have been adjusted to reflect a 1% sales tax rate.

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



# City of Carrollton

## Agenda Memo

File Number: 3119

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**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 6.

**CC MEETING:** February 21, 2017

**DATE:** February 10, 2017

**TO:** Erin Rinehart, City Manager

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

Discuss **April-May-June Council Meeting Dates.**

## MARCH 2017

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

## APRIL 2017

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

## MAY 2017

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

## JUNE 2017

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





# City of Carrollton

## Agenda Memo

File Number: 3116

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**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** \*9.

**CC MEETING:** February 21, 2017

**DATE:** February 14, 2017

**TO:** Erin Rinehart, City Manager

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

Consider Approval Of The February 7, 2017 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL  
REGULAR WORKSESSION AND MEETING  
FEBRUARY 7, 2017**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, February 7, 2017 at 5:45 p.m. with the following members present; Mayor Matthew Marchant, Mayor Pro Tem Doug Hrbacek, Deputy Mayor Pro Tem Steve Babick, Councilmembers Anthony Wilder, Glen Blanscet, John Sutter, James Lawrence and Bob Garza. Also present were City Manager Erin Rinehart, Assistant City Managers Marc Guy, Chrystal Davis, and Bob Scott, City Attorney Meredith 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 5:55 p.m.

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

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

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.
3. Council will **reconvene in open session** to consider action, if any, on matters discussed in the Executive Session. Council did not convene in Executive Session.

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

4. Receive **Police Station Construction Update.**

Andrew Combs, Capital Improvement Manager, reviewed the project timeline noting that personnel began moving in to the site at the end of January and they were moving into the demolition phase of with completion in May 2017. He reviewed the construction budget noting the initial GMP of \$13,473,873 and the current contract amount of \$13,755,235 due to three change orders for a staging canopy, ballistic panels and contingency funds. Lastly he reviewed the next steps for completing the project. He said the contractor and architect have worked really well together and also stated that the police department has also been very cooperative. Chief Redden stated the police personnel walk around with smiles now and voiced appreciation for the new building.

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

Mayor Marchant adjourned the Worksession at 6:42 pm to convene the Regular Meeting.

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

Mayor Marchant called the Regular Meeting to order at 7:00 p.m.



**INVOCATION – Councilmember Anthony Wilder****PLEDGE OF ALLEGIANCE – Pack 693 and Troop 876****PUBLIC FORUM**

**6. 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.

Shirley Tarpley, 1507 Milam Way, Carrollton, addressed the Council regarding Black History Month and the African American Read-In held at Perry Middle School.

Rachel Lewis, 2017 Deerfield Drive, Carrollton, advised that the Professional Achievers for Community Excellence (PACE) would be presenting an African American Read-In at the Josey Ranch Library on February 19 and invited the Council to attend.

**CONSENT AGENDA**

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

Mayor Marchant advised that Item 21 was pulled for a separate vote.

**Councilmember Wilder moved approval of Items 7–20 and 22-24 with the following three changes – Item 16, adjust Sec 3101Q1 of the proposed ordinance to include a greens fee discount for veterans that is identical to seniors; Item 17- include the name Molly De Los Santos as the appointee and for Item 18 include the name Carl Reese as the appointee; second by Mayor Pro Tem Hrbacek and the motion was approved with a unanimous 7-0 vote.**

**MINUTES**

**\*7. Consider Approval Of The January 24, 2017 Regular Meeting Minutes.**

**BIDS & PURCHASES**

**\*8. Consider Approval Of The Purchase Of Travel Services For The Carrollton Senior Center From Diamond Tours In An Amount Not To Exceed \$38,170.00.**

**\*9. Consider Approval Of The Purchase Of Travel Services For The Carrollton Senior Center From Premier World Discovery In An Amount Not To Exceed \$112,875.00.**

**\*10. Consider Approval Of The Purchase Of Five (5) HVAC Replacements For The Facility Services Department From Trane Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$76,055.00.**

**\*11. Consider Approval Of The Purchase Of Three (3) Trucks For Various City Departments From Silsbee Ford Through Inter-Local Agreements With BuyBoard And HGAC In An Amount Not To Exceed \$106,479.60.**

**\*12. Consider Approval Of The Purchase Of Four (4) Trucks For Various City Departments From Chastang Ford Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$234,616.00.**

**\*13. Consider Approval Of The Purchase Of Fuel From The Fuelman Credit Card Through An Inter-Local Agreement With The Cooperative Purchasing Network (TCPN) In An Amount Not To Exceed \$100,000.00.**

#### **CONTRACTS & AGREEMENTS**

**\*14. Consider Authorizing The City Manager To Approve Change Order No. 3 With Turner Construction Company For The Construction Of The Police Headquarters Building And Site Elements In The Amount Of \$50,000.00 To Guarantee A Maximum Price Of \$13,805,235.00.**

#### **ORDINANCE**

**\*15. Consider An Ordinance Amending The Code Of Ordinances Through The Amendment Of Chapter 73, "Traffic Schedules," Schedule I (C), Relating To Speed Limits Of 35 Miles Per Hour On Established Streets; Establishing A Temporary Speed Limit Of 35 Miles Per Hour For Old Denton Road, From Frankford Road To Rosemeade Parkway; Providing For A Penalty; Providing Savings And Severability Clauses; And Establishing An Effective Date.**

**\*16. Consider An Ordinance Amending Chapter 31, The Comprehensive Fee Schedule.**

#### **RESOLUTIONS**

**\*17. Consider A Resolution Appointing A Member To Serve On The Library Board.**

**\*18. Consider A Resolution Appointing A Member To Serve On The Neighborhood Advisory Commission.**

**\*19. Consider A Resolution Acknowledging Receipt Of The Comprehensive Annual Financial Report For The Fiscal Year Ended September 30, 2016.**

**\*20. Consider A Resolution Accepting The Investment Officer's First Quarter Report For Period Ended December 31, 2016.**

~~**\*21. Consider A Resolution Amending Resolution No. 4028 In Relation To Accepting A Petition And Calling A Public Hearing On The Creation Of The Carrollton Castle Hills Public**~~

~~Improvement District No. 2 On A 144.13-Acre Tract Generally Located Near The Northwest Corner Of The Intersection Of Parker Road/FM 544 And Josey Lane.~~

**\*22. Consider A Resolution Authorizing The City Manager To Execute A Memorandum Of Understanding With Dallas Area Rapid Transit For The Joint Development Of A Request For Qualifications And A Request For Proposals For Transit-Oriented Development Near The Trinity Mills Station.**

**\*23. Consider A Resolution Authorizing The City Manager To Amend The Individuals Authorized To Invest Funds And Make Withdrawals From The Public Funds Investment Pool Known As “TexPool,” On Behalf Of The City.**

**\*24. Consider A Resolution Authorizing The Execution Of A Sale And Purchase Contract For 0.2162 Acres Of Land Located At 1120 West Belt Line Road In An Amount Not To Exceed \$255,000.00.**

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

**\*21. Consider A Resolution Amending Resolution No. 4028 In Relation To Accepting A Petition And Calling A Public Hearing On The Creation Of The Carrollton Castle Hills Public Improvement District No. 2 On A 144.13-Acre Tract Generally Located Near The Northwest Corner Of The Intersection Of Parker Road/FM 544 And Josey Lane.**

**Mayor Pro Tem Hrbacek moved approval of Item 21 with the amended resolution discussed in the Worksession; second by Councilmember Sutter.**

Councilmember Wilder stated he was grateful that there would be an annexation of more land from Hebron and advised that he was opposed because he did not agree with the PID. He expressed appreciation for the work being done and the work that will be done off of 544.

Deputy Mayor Pro Tem Babick stated he appreciated Councilmember Wilder’s perspective and stated he felt this was a good approach where public and private partnerships come together. He felt that a PID was a nice creative way for neighborhoods to develop.

**The motion was approved with a 6-1 vote, Councilmember Wilder opposed.**

**PUBLIC HEARING - INDIVIDUAL CONSIDERATION**

**25. Hold A Public Hearing To Consider An Ordinance Annexing A 144.13-Acre Tract Of Land Generally Located Near The Northwest Corner Of The Intersection Of Parker Road/FM 544 And Josey Lane. Case No. 01-17MD1 Castle Hills - Clem Property (Annexation).**

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

Carol Miller, 1801 Stewart Drive, Carrollton, stated she chose research on the Castle Hills annexation as a school project and stated her two concerns were whether or not Carrollton would incur more debt and whether her personal property taxes would increase due to the annexation. She advised that after speaking with staff and reaching the understanding that Carrollton would not incur additional debt and the residents won’t incur an increase in property taxes, she was in support of the annexation.

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

Mayor Marchant thanked his daughter, Kendall, for helping him run the meeting and adjourned the meeting at 7:15 pm.

**ATTEST:**

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Laurie Garber, City Secretary

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Matthew Marchant, Mayor



# City of Carrollton

## Agenda Memo

File Number: 3122

Agenda Date: 2/21/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: \*10.

CC MEETING: February 21, 2017

DATE: February 16, 2017

TO: Erin Rinehart, City Manager

FROM: Vince Priolo, Purchasing Manager

Consider Approval Of Proposals For Bid # 17-013 From Various Vendors For Irrigation System Installation And Repairs For Multiple Departments.

### BACKGROUND:

The city is continually working to improve the landscape and aesthetics of medians, right of ways and parks. The addition of new plantings and aging irrigation throughout our system requires regular maintenance, repair and improvements. A Request for Proposal (RFP) was issued for new installation and repair and maintenance of existing irrigation.

Bids were advertised in the Carrollton Star as required by law, registered vendors and plan rooms were contacted and the bid was posted to Demandstar, and also to the city's website. A total of two (2) responses were received. This bid award is for one year with two one-year renewal options available if mutually agreeable.

Bids were evaluated and more evaluation weight was applied to the cost of new irrigation since a majority of our budgeted expenses are designated for new irrigation. Because of vendor work schedules and the number of sites that may need attention, staff feels it is important to have a primary and secondary vendor for prompt response. Vendors will be contacted in this order of bid award and work will be assigned to the vendor who can perform in a timely manner.

### FINANCIAL IMPLICATIONS:

The product and services on Bid # 17-013 will be purchased from budgeted funds for the cost centers and amounts as listed below over a one year period.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>B U D G E T</u>
<u>AMOUNT</u>		
CAP Account 854201	60210 - Landscape	\$ 125,000
CAP Account 854104	61190 - Miscellaneous	\$ 15,000
Athletics 354001	63010 - R/M Structures	\$ 50,000

Miscellaneous Parks Projects	\$	20,000
CAP Account 854201	Neighborhood Matching Grant	\$ <u>25,000</u>
TOTAL		\$ 260,000

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends approval of the bid award as follows:

Primary        Andy's Sprinkler & Drainage  
Secondary     McAllistera Landscape

NOTE: McAllistera has very limited experience working for local governments, so staff will use the initial bid period as a testing period for them to see if they perform adequately.

**Irrigation Install & Replacement RFP #17-013**

<b>ITEM/DESCRIPTION SUMMARY</b>	<b>Andy's Sprinkler</b>	<b>McAllistera Landscape</b>
<b>Irrigation Repair and Replacement</b>	\$ 18,334.34	\$ 13,646.15
<b>New Irrigation System Install</b>	\$ 5,827.17	\$ 10,533.30
<b>TOTAL ALL CATEGORIES</b>	\$24,161.51	\$24,179.45







# City of Carrollton

## Agenda Memo

File Number: 3117

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*11.

**CC MEETING: February 21, 2017**

**DATE:** February 9, 2017

**TO:** Erin Rinehart, City Manager

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

Consider **Approval Of A Contract For Utility Bill Printing, Preparation, And Mailing Through An Inter-Local Agreement With The City Of Plano.**

### **BACKGROUND:**

The City of Carrollton has contracted with DP2 Billing Solutions LLC, DBA DataProse (Dataprose) for utility bill printing and mailing services for the past 3 years through an Inter-Local agreement with the City of Plano. Prior to 2014, the same services were contracted with DP2 Billing Solutions for many years utilizing an Inter-Local agreement through the City of Garland. The current contract ends on February 21, 2017. Staff has been pleased with the service levels provided by Dataprose.

The City of Plano ("Plano") entered into a contract (2016-0370-C) based on a bid with Dataprose effective February 22, 2017. Plano's contract allows for annual renewals through February 21, 2022. Plano's award was based on Dataprose continuing to provide the best service levels for the least cost.

The City of Carrollton entered into an Inter-Local agreement with the Collin County Governmental Forum (CCGF) for the purpose of sharing bid awards between governmental agencies, and Plano is a participant. Carrollton is legally allowed to utilize their bid award without a separate sealed bid. The advantage for the City is reduced paperwork and lower prices due to higher volumes.

Staff requests approval to enter into a contract for utility bill printing and mailing services with Dataprose utilizing the Inter-Local option with Plano. Annual renewals through February 21, 2022 would be contingent on renewals by Plano.

### **FINANCIAL IMPLICATIONS:**

Based on the new pricing, services from Dataprose are estimated at approximately \$43,000 for

fiscal year 2017. Including growth in accounts, the costs for these services throughout the potential term of this contract are estimated not to exceed \$50,000.

Payment for these services will come from budgeted funds for the cost centers and account line items listed below:

<u>ACCOUNTING UNIT</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Utility Customer Service	Other Professional Services	\$43,000 to \$50,000

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that the City utilize the Inter-Local agreement with Plano to enter into contract with DP2 Billing Solutions LLC, DBA Dataprose until February 21, 2018 with annual renewals through February 21, 2022 contingent on renewals by Plano.



# City of Carrollton

## Agenda Memo

File Number: 3123

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*12.

**CC MEETING:** February 21, 2017

**DATE:** February 13, 2017

**TO:** Erin Reinhart, City Manager

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

Consider Authorizing The City Manager To Approve The Modification Of An Occupancy Agreement With Stemmons Compadres, LTD For The Operation Of The La Hacienda Ranch Restaurant Until Such Time As The State Of Texas Cancels The Agreement.

### **BACKGROUND:**

On December 9, 2014, City Council approved a donation deed and an occupancy agreement with Stemmons Compadres, LTD, which is the operator of the La Hacienda Ranch restaurant in Carrollton. The front portion of the land where the restaurant sits was acquired by TxDOT for the widening of IH-35E. The remainder was determined to have no residual value, so Stemmons Compadres LTD donated the land to the City. Since future phases of the IH-35E expansion are not scheduled in the near future, TxDOT has agreed to allow Stemmons Compadres to continue to occupy and operate the restaurant indefinitely (until such time as the property is needed for future expansion of IH-35E).

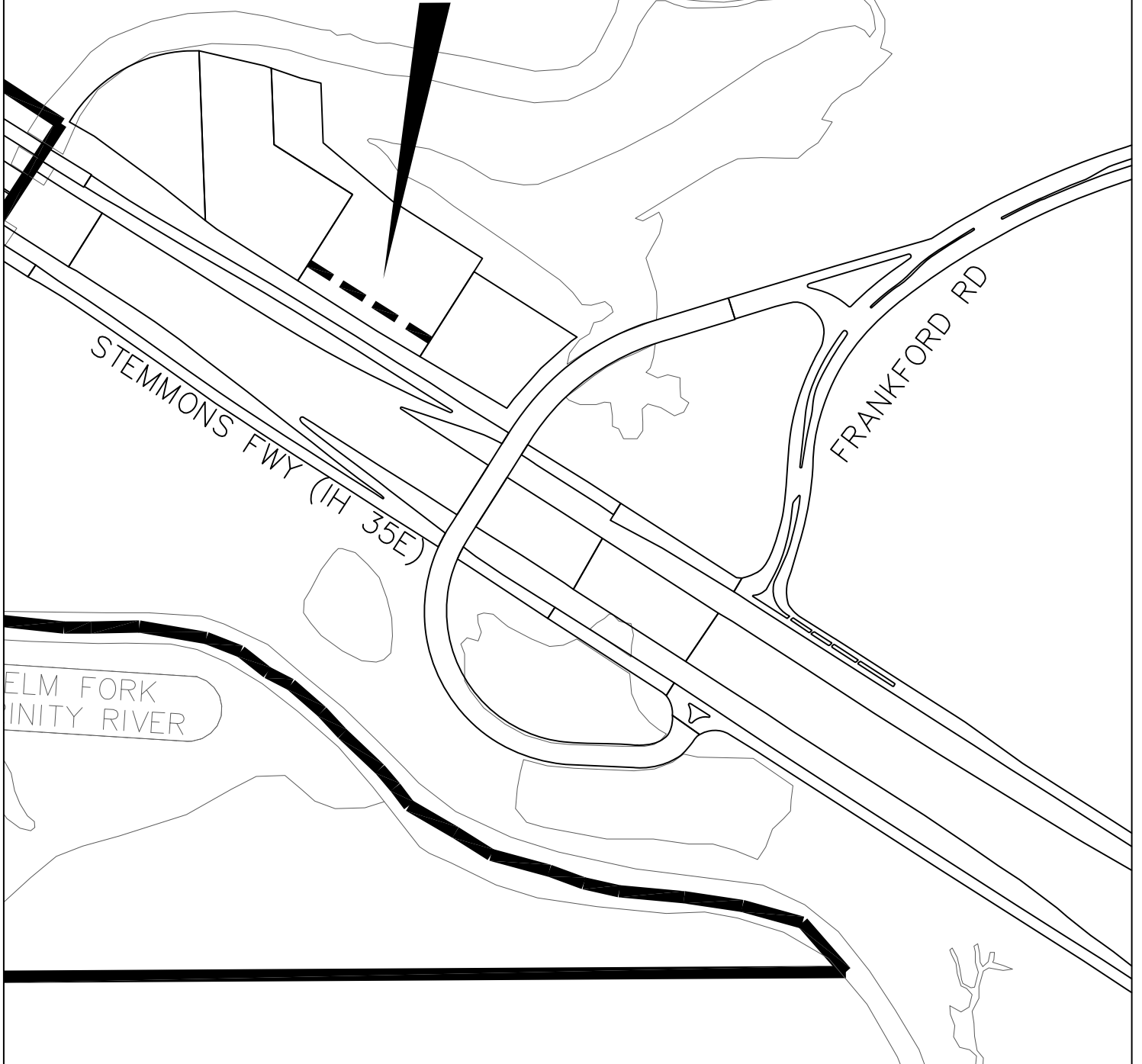
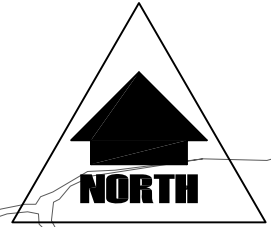
Over the last six months, Stemmons Compadres and TxDOT have been negotiating an extension of the occupancy agreement. The attorney representing Stemmons Compadres has informed the City that TxDOT and his client have agreed to terms to extend the occupancy agreement. He is requesting that the City execute the attached agreement that extends the City's agreement until such time as the State cancels their agreement.

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

Staff recommends that the City Council accept the new occupancy agreement with Stemmons Compadres, LTD for continued operation of the La Hacienda Ranch restaurant.

## LOCATION MAP

**PROJECT  
LOCATION**



**CARROLLTON**  
TEXAS

*Where Connections Happen*

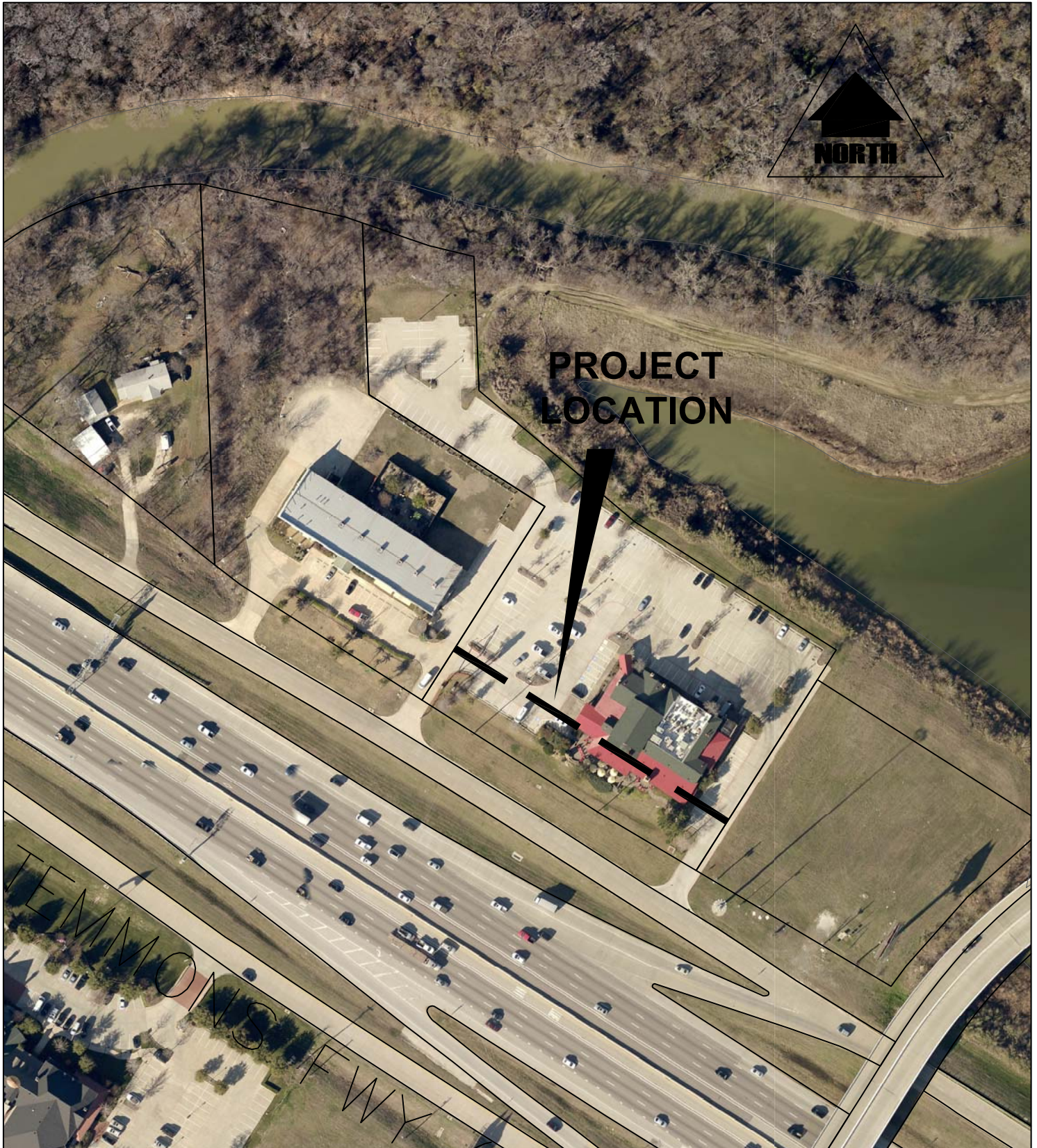
**LA HACIENDA  
DONATION**

SCALE:NTS DATE:11/14

**ENGINEERING  
DEPARTMENT**



## LOCATION MAP



FILENAME: LA HACIENDA DONATION.dwg



*Where Connections Happen*

**LA HACIENDA  
DONATION**

SCALE: NTS DATE: 11/14

**ENGINEERING  
DEPARTMENT**



## EXTENSION OF OCCUPANCY AGREEMENT

THE STATE OF TEXAS                   §  
  §  
COUNTY OF DENTON                 §

This Extension of Occupancy Agreement is executed February \_\_\_, 2017, but is effective as of May 19, 2016, by and between the **City of Carrollton**, Texas, hereinafter called the **City**, and Stemmons Compadres, Ltd., a Texas limited partnership, hereinafter called the **Occupant**.

### WITNESSETH:

- A. Occupant and the City entered into a certain Occupancy Agreement dated November 14, 2014 (the "**Occupancy Agreement**") for the occupancy of the property by Occupant described on Exhibit A to the Occupancy Agreement ("**Property**").
- B. The City agreed in its Occupancy Agreement with Occupant to permit Occupant to occupy the Property until such time that the State of Texas required Occupant to vacate the remainder of property located 3300 N. Stemmons Freeway, Carrollton, Texas.
- C. The State of Texas has agreed to allow Tenant to continue to occupy the remainder of the property located 3300 N. Stemmons Freeway, Carrollton, Texas, beyond the initial 18 month period.
- D. Occupant and the City desire to extend and renew the Occupancy Agreement to be co-terminus with the termination of the new agreement that Occupant is entering into with the State of Texas.
- E. Occupant cannot enter into a new agreement with the State of Texas unless the City agrees in writing to extend and renew the Occupancy Agreement as set forth below.

Now for \$10.00 and other good and valuable consideration, the City and Occupant hereby renew and extend the term of the Occupancy Agreement until such time that The State of Texas requires Occupant to vacate the remainder of the property located 3300 N. Stemmons Freeway, Carrollton, Texas. Except as set forth in preceding sentence, all of the other terms and conditions of the Occupancy Agreement are hereby extended and renewed.

### WITNESS, OUR HANDS, ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

#### OCCUPANT:

#### CITY OF CARROLLTON, TEXAS

Stemmons Compadres, Ltd., a Texas limited partnership:

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

By: Carrollton Ranch, Inc., a Texas corporation,  
as General Partner:

By: \_\_\_\_\_  
Mariano A. Martinez, Jr., President



# City of Carrollton

## Agenda Memo

File Number: 3126

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*13.

**CC MEETING: February 21, 2017**

**DATE:** February 14, 2017

**TO:** Erin Rinehart, City Manager

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

Consider An **Amendment To The Economic Development Incentive Agreement With Josey/Trinity Mills, Ltd.**

### **BACKGROUND:**

Josey/Trinity Mills, Ltd. is a limited partnership managed by Cencor Realty. It owns and manages the Trinity Valley Shopping Center, which is located at the northeast corner of PGBT and Josey Lane. The partnership has requested that their incentive agreement dated January 12, 2016, be amended to provide additional time for the completion of the construction and the issuance of the certificate of occupancy for the proposed Winco Foods building being constructed on the site of the former Target building.

The additional time is being requested due to unforeseen setbacks in removing 137 piers which supported the former Target building in order to properly prepare the site for construction of the new Winco Foods building.

The incentive agreement between Josey/Trinity Mills, Ltd. and the City provides Josey/Trinity Mills, Ltd. with a reimbursement of up to 50% (not to exceed \$350,000) to offset the costs associated with the demolition of the former Target building.

The amended date of occupancy is reflected in changes to the following sections of the Agreement:

Per Article II, Term, of the incentive agreement, the original Term of the Agreement was to have run from the effective date and continue until June 30, 2017, unless sooner terminated as provided. The amended term will run until June 30, 2018, unless sooner terminated as provided.

Per Section 3.1 of the incentive agreement, occupancy of the newly constructed Winco

Food building was to have taken place no later than June 30, 2017, (as referenced above), as evidenced by a certificate of occupancy (or applicable equivalent). The amended term will extend the occupancy date until June 30, 2018, as evidenced by a certificate of occupancy (or applicable equivalent).

No other changes will be made to the agreement.

**FINANCIAL IMPLICATIONS:**

The proposed amendment will have no financial impact on the City and will not alter the originally approved grant agreement.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council approve the amendment to the incentive agreement with Josey/Trinity Mills, Ltd., allowing additional time to commence and complete construction of the new Winco Foods building.



STATE OF TEXAS            )  
  )  
COUNTY OF DALLAS        )

**AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

THIS AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Amendment") is made and entered into this 21 day of February, 2017, by and between the City of Carrollton, Texas ("City") and Josey/Trinity Mills, Ltd. ("Company") acting by and through their respective authorized officers, and modifies the Economic Development Incentive Agreement entered into on the 12th day of January, 2016 ("Agreement").

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree to amend the Agreement as follows:

Amending Article II, **Term**, in its entirety, to read as follows:

The term of this Agreement shall begin on the Effective Date and continue until June 30, 2018 (the "Term"), unless sooner terminated as provided herein.

Amending Section 3.1, **Development of Property**, in its entirety, to read as follows:

3.1 **Development of Property.** On or before June 30, 2018, subject to extension for Events of Force Majeure, Company will complete the remediation and demolition of the existing structure on the Property and will construct the improvements, set forth below, as evidenced by a Certificate of Occupancy (or applicable equivalent) for the structure constructed thereon; and

All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

**CITY:**

CITY OF CARROLLTON, TEXAS

By: \_\_\_\_\_  
Erin Rinehart, City Manager

**COMPANY:**

Josey/Trinity Mills, Ltd.

By: Josey/Trinity Mills, One, LC, General Partner

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

R. Marshall Mills Power of Attorney  
For Herbert D. Weitzman, Manager

STATE OF TEXAS )

COUNTY OF DALLAS )

R. Marshall Mills Power of Attorney For

BEFORE ME, the undersigned authority, on this day personally appeared Herbert D. Weitzman, Manager of Josey/Trinity Mills, One, LC, the General Partner of Josey/Trinity Mills, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13<sup>th</sup> day of February, 2017.

(seal) \_\_\_\_\_

Notary Public

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



**TEXAS STATUTORY DURABLE POWER OF ATTORNEY  
AND IRREVOCABLE PROXY**

I, **HERBERT D. WEITZMAN**, a resident of Dallas County, Texas, and with an office address at 3102 Maple Avenue, Suite 350, Dallas, Texas 75201, hereby appoint my friend and business associate, **R. MARSHALL MILLS**, also a resident of Dallas County, Texas, and with an office address at 3102 Maple Avenue, Suite 500, Dallas, Texas 75201, as my agent ("Agent"), to act for me during the term of this power of attorney, in any lawful way with respect to all of the following subjects as they relate to me personally and to all of the following entities (individually an "Applicable Entity" and collectively the "Applicable Entities"): (1) Weitzman Management Corporation, a Texas corporation, doing in business in Texas under the names of its divisions, Cencor Realty Services, Inc. and The Weitzman Group; (2) Cencor Acquisition Company, Inc., a Texas corporation; (3) E & M Management, L.L.C, a Texas limited liability company; (4) E & M Management II, L.L.C, a Texas limited liability company; (5) E & M Real Properties, Ltd., a Texas limited partnership, (4) E & M Real Properties II, Ltd., a Texas limited partnership; (7) GP Liquid Maple One, L.L.C., a Texas limited liability company; (8) Liquid Maple Equities, Ltd., a Texas limited partnership; (9) Weitzman Marital Trust, a Trust created under Will of Eugenia Solka Weitzman signed September 20, 2007, as admitted to probate in Cause No. PR09-86-1 by the Probate Court of Dallas County, Texas, by order signed January 27, 2009; (10) any other entity in which I serve as Venture Manager, General Partner, Manager, President, Trustee, or other officer; and (11) any limited partnership, general partnership, joint venture, limited liability company, corporation and/or other entity in which I and/or one or more of the above-listed entities own an interest [NOTE: I am initialing the line in front of those powers that I am granting.]:

1.   *h*  X\_\_\_\_\_ real property transactions
2. \_\_\_\_\_X\_\_\_\_\_ tangible personal property transactions
3.   *h*  X\_\_\_\_\_ banking and other financial institution transactions
4.   *h*  X\_\_\_\_\_ business operating transactions
5. \_\_\_\_\_X\_\_\_\_\_ **ALL OF THE POWERS LISTED IN ITEMS 1 THROUGH 4 ABOVE.**

It is my intention that this power of attorney be substantially in the form of the statutory durable power of attorney authorized under Chapter 752 of the Texas Estates Code, so that this power of attorney has the meaning and effect prescribed by that Chapter. All of the subjects referenced in the enumerated items 1 through 14 above shall have the meanings set out for them in Chapter 752 of the Texas Estates Code, which meanings are hereby incorporated into this power of attorney by reference.

As an additional specification of, and without in any way limiting the generality of, the foregoing enumerated subjects, I further confirm that my Agent has the absolute and full power

and authority during the term of this power of attorney to act on my behalf in all matters which under the joint venture agreement, limited liability company agreement, limited partnership agreement, corporate by-laws or other governing document for an Applicable Entity would require the consent of an owner of an interest and/or the Venture Manager, General Partner, Manager, Member, Limited Partner or corporate officer of the Applicable Entity. In this regard, I hereby further grant to my Agent a proxy, which is irrevocable through and including the Final Date (defined below), to vote for me on all matters regarding any and all Applicable Entities.

In addition, and without in any way limiting the powers granted by me pursuant to the above provisions of this power of attorney, I also hereby confirm that my friend and business associate, R. MARSHALL MILLS (i.e., the "Agent" identified above) is my agent, with full power to act for me during the term of this power of attorney with respect to all "tax matters" (as defined in Chapter 752 of the Texas Estates Code), including but not limited to signing for me and filing on my behalf any and all tax returns, whether to federal, state or local taxing authorities.

My Agent, in general, may do all other acts, deeds, matters and things whatsoever in connection with my personal affairs and the affairs of all Applicable Entities, and may concur and join with persons jointly interested with me in doing all acts, deeds, matters and things provided for in this document, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own person if personally present and competent.

**A. Term of Agency and Proxy; Not Affected by Disability or Incapacity.** This power of attorney and proxy shall have a term commencing with the date of its signing and terminating one minute after 11:59 P.M., Dallas, Texas time, on the date specified as the "Final Date" immediately above my signature on the next page. This power of attorney and proxy shall not be affected by my disability or incapacity on or before the Final Date. It is my express intention in executing this power of attorney and proxy to have my Agent act for me in any and all actions necessary if I am in any way disabled or incapacitated during the term hereof. If I am incapacitated, I wish to avoid the need for a guardianship for my estate during the term of this power of attorney and proxy. I have full confidence in the person whom I have appointed to serve as my Agent, as I have chosen him carefully.

**B. Revocation and Resignation.** This power of attorney and proxy does not revoke any previous general or special powers of attorney which I previously may have granted (for example, special powers of attorney granted to a professional advisor to communicate with the Internal Revenue Service). This power of attorney and proxy may itself be voluntarily revoked on or before the Final Date, **but only** after a written revocation executed by me (i) has been delivered to my Agent, (ii) has been filed for public record in the Deed Records of Dallas County, Texas, **and** (iii) has been of record in such Deed Records for at least ten (10) days. My Agent may resign as my Agent by executing a resignation, delivering it to me and filing a copy of the resignation in the Deed Records of Dallas County, Texas; however, the resignation will not be effective until ten (10) days have elapsed after the date of such filing in the Deed Records. If a written revocation of this power of attorney and proxy or resignation of my Agent has not been filed for public record in the Deed Records of Dallas County, Texas, as of the close of business at least ten (10) days prior to the date of a proposed action by my Agent, a third party

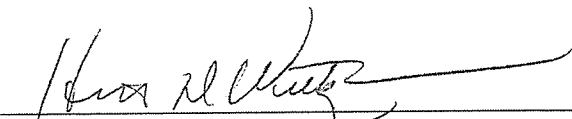
transacting business with my Agent may conclusively presume that no such revocation or resignation has occurred.

C. **Compensation Expenses.** My Agent shall not be entitled to any compensation for his services as Agent; however, my Agent shall be entitled to full reimbursement for reasonable expenses incurred by my Agent in my behalf.

D. **Reliance and Indemnification.** I agree that any third party (including but not limited to, sellers, purchasers, banks and other financial institutions, and title insurance companies) who receives a copy of this document may rely upon it; moreover, I further agree that revocation of this power of attorney and proxy is not effective as to any such third party except as expressly provided in Paragraph B above. I agree to indemnify any third party for claims that may arise against the third party because of his, her or its reliance on this power of attorney and proxy.

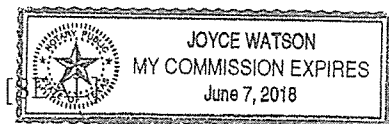
SIGNED in Dallas, Texas, on the date set out in the notarization below.

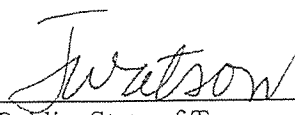
Final Date: February 14, 2017

  
Herbert D. Weitzman, signing individually and in  
his capacity as an officer of all above-identified  
Applicable Entities

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

This Texas Statutory Durable Power of Attorney and Irrevocable Proxy was acknowledged before me on this the 29<sup>th</sup> day of January, 2017 by Herbert D. Weitzman, and he acknowledged to me that he executed this instrument in his individual capacity, in his capacity as an officer of all above-identified Applicable Entities.



  
Notary Public, State of Texas  
Name Printed: Joyce Watson  
My commission expires: 6-7-18





# City of Carrollton

## Agenda Memo

File Number: 3120

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*14.

**CC MEETING:** February 21, 2017

**DATE:** February 14, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** John G. Murphy, Fire Chief

Consider An **Ordinance To Amend The Authorized Number Of Firefighter Civil Service Positions Within The Carrollton Fire Department.**

### **BACKGROUND:**

On December 6, 2016 the City Council approved Ordinance No. 3779 designating the number of positions in each classification of firefighters within the Fire Department. The proposed ordinance amendments are necessary due to a recent reassignment within the Department designed to better meet the increased demands of the citywide fire inspection program. One team member from the Operations Division was reassigned to Fire Prevention as an Inspector. Since there are no designated ranks in Fire Prevention as there are in the Operations Division, this reassignment creates the need to fill the vacated sub apparatus operator position in the Operations Division.

The number of authorized sub apparatus operator positions will increase from 29 to 30 and the number of firefighter positions will be reduced from 62 to 61. The total number of classified positions within the Department will remain the same. The changes in the number of sub apparatus operator and firefighter positions within the Department are required and regulated by the Texas Local Government Code, Chapter 143.

### **FINANCIAL IMPLICATIONS:**

Funding for these two changes is available in the Fire Operations Division's FY17 operating budget.

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

Staff recommends City Council approval of the attached ordinance amending Ordinance No. 3779 to increase the number of authorized sub apparatus operator positions and reduce the number of firefighter positions. The total number of classified positions within the Department will remain the same.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AMENDING ORDINANCE # 3779 DESIGNATING THE NUMBER OF POSITIONS IN EACH CLASSIFICATION OF FIRE FIGHTERS IN THE CARROLLTON FIRE DEPARTMENT; PROVIDING FOR SAVINGS, REPEAL, AND SEVERABILITY CLAUSES; AND AN EFFECTIVE DATE.**

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

**SECTION 1.**

The number of positions and classifications of firefighters within the Carrollton Fire Department shall be:

<u><b>CLASSIFICATION</b></u>	<u><b>NO. OF POSITIONS</b></u>
Firefighters	61
Sub-Apparatus Operators	30
Apparatus Operators	30
Captains	32
Battalion Chiefs	6
Assistant Chiefs	2
<b>TOTAL</b>	<b>161</b>

**SECTION 2.**

This Ordinance does not affect the right of the Fire Chief to appoint one person to the classification of Assistant Chief.

**SECTION 3.**

**Savings.** This Ordinance shall be cumulative of all other ordinances of the City, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

**SECTION 4.**

**Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.



**SECTION 5.**

**Effective Date.** This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Carrollton, Texas, on this the 21st day of February, 2017.**

**CITY OF CARROLLTON, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
John G. Murphy, Fire Chief

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AMENDING ORDINANCE # ~~3720~~ 3779 DESIGNATING THE NUMBER OF POSITIONS IN EACH CLASSIFICATION OF FIRE FIGHTERS IN THE CARROLLTON FIRE DEPARTMENT; PROVIDING FOR SAVINGS, REPEAL, AND SEVERABILITY CLAUSES; AND AN EFFECTIVE DATE.**

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

**SECTION 1.**

The number of positions and classifications of firefighters within the Carrollton Fire Department shall be:

<u>CLASSIFICATION</u>	<u>NO. OF POSITIONS</u>
Firefighters	<del>626</del> <u>1</u>
Sub-Apparatus Operators	<del>293</del> <u>0</u>
Apparatus Operators	30
Captains	32
Battalion Chiefs	6
Assistant Chiefs	<u>2</u>
<b>TOTAL</b>	<b>161</b>

**SECTION 2.**

This Ordinance does not affect the right of the Fire Chief to appoint one person to the classification of Assistant Chief.

**SECTION 3.**

**Savings.** This Ordinance shall be cumulative of all other ordinances of the City, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

**SECTION 4.**

**Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 5.**

**Effective Date.** This Ordinance shall take effect ~~immediately on January 1, 2017~~ upon its adoption and publication in accordance with and as provided by law and the City Charter.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Carrollton, Texas, on this the 6<sup>th</sup> ~~21st~~ day of ~~December~~ February, ~~2016~~ 2017.**

**CITY OF CARROLLTON, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
John G. Murphy, Fire Chief





# City of Carrollton

## Agenda Memo

File Number: 3121

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**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*15.

**CC MEETING:** February 21, 2017

**DATE:** February 8, 2017

**TO:** Erin Rinehart, City Manager

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

Consider An **Ordinance Adding An Additional Election Day Polling Location For The General Election On May 6, 2017 To Elect A Mayor And Council Places 2, 4 & 6.**

### **BACKGROUND:**

An election was previously ordered on January 24, 2017 to be held May 6, 2017 to elect a Mayor and Council members to Places 2, 4, and 6. Carrollton Farmers Branch School District requested an additional polling location be added in Dallas County at Crosby Recreation Center (1610 E. Crosby Road). Crosby Recreation Center would serve as an Election Day polling location for precincts 2408, 2409, and 2411, which previously voted at Josey Ranch Lake Library (1700 Keller Springs Road).

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

Staff recommends approval of the attached ordinance adding an additional Election Day polling location at Crosby Recreation Center.

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

**AN ORDINANCE OF THE CITY OF CARROLLTON, TEXAS ADDING AN ADDITIONAL POLLING LOCATION THE PLACES AT WHICH SAID ELECTION IS TO BE HELD; MAKING PROVISIONS FOR THE CONDUCT OF THAT ELECTION AND OTHER PROVISIONS INCIDENT AND RELATING TO THE PURPOSE OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.**

An election was previously ordered on January 24, 2017 to be held on the next uniform election date, to be participated in by the qualified voters of the City of Carrollton, Texas, to be held on the 6th day of May, 2017, which is not less than eighty-eight days from the date of this ordinance, between the hours of 7:00 a.m. and 7:00 p.m., at the voting places hereafter named, for the purpose of electing a Mayor and Council members to Places 2, 4 and 6. In the event any candidate for an office fails to receive a majority of all votes cast for such office, a runoff election shall be held on June 10, 2017.

**SECTION 2.**

The City election precincts for this election shall consist of the territory located within the corporate limits of the City bearing the following county precinct numbers, and the polling places at said election shall be as follows, to wit:

**POLLING PLACES**

Dallas County, Precincts 2408, 2409, 2411  
Crosby Recreation Center  
1610 E. Crosby Rd

Dallas County, Precincts 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2410  
Josey Ranch Lake Library  
1700 N. Keller Springs Rd

Denton County, Precincts 2003, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2018  
Carrollton Public Library @ Hebron & Josey  
4220 N. Josey Lane

Denton County, Precincts 2004, 2005, 2006, 2007, 2008, 2009, 2033  
Rosemeade Recreation Center  
1330 E. Rosemeade Parkway

### **SECTION 3.**

Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as Early Voting Clerk. Early voting shall be conducted by the Dallas County Elections Administrator, Toni-Pippins-Poole, to be conducted in the Office of the Elections Department, First Floor, 509 Main Street, Dallas, Texas 75202. Early Voting in the City of Carrollton will be conducted at the Josey Ranch Lake Library, 1700 N. Keller Springs Road, Carrollton, TX 75006, and the Carrollton Public Library at Hebron & Josey, 4220 N. Josey Lane, and all other locations as designated by the Dallas County Elections Administrator. The early voting period of said election is established by law, and the Clerk shall keep the office open for early voting from April 24, 2017 through May 05, 2017, in accordance with the provisions of the Texas Election Code and as listed below:

April 24 (Monday – Friday)	April 28	8am to 5pm
April 29 (Saturday)		8am to 5pm
April 30 (Sunday)		1pm to 6pm
May 1 (Monday – Tuesday)	May 2	7am to 7pm

### **SECTION 4.**

This ordinance shall become effective from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas, this 21<sup>st</sup> day of February, 2017.

**CITY OF CARROLLTON, TEXAS**

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Matthew Marchant, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Laurie Garber, City Secretary

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Meredith A. Ladd, City Attorney







# City of Carrollton

## Agenda Memo

File Number: 3124

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*16.

**CC MEETING: February 21, 2017**

**DATE:** February 13, 2017

**TO:** Erin Rinehart, City Manager

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

Consider All Matters Incident And Related To The Issuance And Sale Of “City Of Carrollton, Texas, General Obligation Improvement Bonds, Series 2017”, Including The Adoption Of An Ordinance Authorizing The Issuance Of Such Bonds, Establishing Parameters For The Sale And Issuance Of Such Bonds And Delegating Certain Matters To Authorized Representatives Of The City.

### **BACKGROUND:**

The City plans to price via negotiated sale the Series 2017 General Obligation Improvement Bonds during the week of March 20 through March 22, 2017. The issue consists of approximately \$21,405,028 including premiums, issued to provide funds for street and traffic improvements in the amount of \$13,455,000; drainage improvements in the amount of \$5,775,000; park improvements in the amount of \$1,910,000; and to pay estimated costs of issuance and underwriter's discount of \$264,270.

### **FINANCIAL IMPLICATIONS:**

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

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

Issuance of the Series 2017 new improvement bonds will assist the City in the continuation of the capital improvement program.

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

Consider all matters incident and related to the issuance and sale of “City of Carrollton, Texas, General Obligation Improvement Bonds, Series 2017”, including the adoption of an ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized representative of the City.

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

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF CARROLLTON, TEXAS, GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2017"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF THE BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY REPRESENTATIVE

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

<u>Election Date</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Amounts Previously Issued</u>	<u>Amount Being Issued*</u>	<u>Unissued Balance</u>
05-15-04	Traffic Improvements	\$ 450,000	\$ 200,000	\$ 250,000	\$ -0-
11-06-07	Drainage Improvements	9,200,000	1,379,567	5,775,000	2,045,433
11-05-13	Street Improvements/Traffic Flow	43,175,000	19,530,222	13,205,000	9,964,778
11-05-13	Drainage Improvements	8,780,000	-0-	-0-	8,780,000
11-05-13	Parks & Recreation Facilities	8,545,000	6,635,000	1,910,000	475,000

\*unless otherwise provided in the Pricing Certificate

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARROLLTON:

**SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date.** General Obligation Improvement bonds of the City shall be and are hereby authorized to be issued in one or more series in the aggregate principal amount set forth in the Pricing Certificate to be designated and bear the title "CITY OF CARROLLTON, TEXAS GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2017" (herein referred to as the "Bonds"), for the purpose of providing funds for permanent public improvements and public purposes, to

wit: for traffic flow improvements, including signalization and the acquisition of land and right-of-way therefor, for drainage improvements, including the acquisition of land and rights-of-way therefor, for street improvements and traffic flow improvements, including signalization, drainage improvements related thereto and the acquisition of land and rights-of-way therefor, and for constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor (in such amounts as provided in the Pricing Certificate) and to pay the costs and expenses of issuance, all as provided in the Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1331 and 1371, as amended.

SECTION 2: Bond Date - Fully Registered Obligations – Terms. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate. The Bonds shall be issued as fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

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

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Texas Government Code, Chapter 1371, as amended, the Chief Financial Officer or City Treasurer (either, a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining the aggregate principal amount of the Bonds, the aggregate principal amount to be issued from each proposition (if different from that reflected in Section 1 hereof), the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the terms of any bond insurance applicable to the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$21,500,000;

(ii) the true interest cost rate for the Bonds shall not exceed 4.00%;  
and

(iii) the maximum maturity date for the Bonds shall not exceed August 15, 2037.

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

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

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

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

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices provided in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest due on the Bonds shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated

Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

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

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

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

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

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

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

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

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

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

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in

general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

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

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

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

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

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

(b) Form of Bonds.

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

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF CARROLLTON  
GENERAL OBLIGATION IMPROVEMENT BOND  
SERIES 2017

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

Registered Owner:

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

The City of Carrollton (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Dallas, Denton and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest



from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the \_\_\_\_\_) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing \_\_\_\_\_, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the \_\_\_\_\_ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds") for the purpose of providing funds for permanent public improvements and public purposes, to wit: traffic flow improvements, including signalization and the acquisition of land and right-of-way therefor, drainage improvements, including the acquisition of land and rights-of-way therefor, street improvements and traffic flow improvements, including signalization, drainage improvements related thereto and the acquisition of land and rights-of-way therefor, and constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1331 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

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

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

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

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

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

however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

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

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

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

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled

payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF CARROLLTON, TEXAS

COUNTERSIGNED:

\_\_\_\_\_  
Mayor

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

(SEAL)

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (   
OF PUBLIC ACCOUNTS (   
THE STATE OF TEXAS ( REGISTER NO. \_\_\_\_\_

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

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

(SEAL)

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

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

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

Registration Date:

\_\_\_\_\_

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

(e) Form of Assignment.

ASSIGNMENT

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

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

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

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

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

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

(f) The Initial Bond(s) shall be in the form set forth therefor in paragraph (b) of this  
Section, except the first paragraph of the Initial Bond shall be modified as follows:

NO. T-1 \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF CARROLLTON  
GENERAL OBLIGATION IMPROVEMENT BOND  
SERIES 2017

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

Registered Owner:

Principal Amount:

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

Year of Stated  
Maturity

Principal  
Installment

Interest  
Rate(s)

(Information to be inserted from Pricing Certificate).

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

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law, prescribed sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in the "SPECIAL SERIES 2017 GENERAL OBLIGATION IMPROVEMENT BOND FUND" (the "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

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

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

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

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

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

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited



therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

Unless otherwise provided in the Pricing Certificate, the term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

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

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

immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

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

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

thereof) other than a state or local government, unless such use is solely as a member of the general public; and

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

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

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

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

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

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

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent

permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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

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

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by subparagraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer, and City Secretary of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the

Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

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

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

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

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

SECTION 16: Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bond(s), pending the investigation and approval of the Initial Bond(s) by the Attorney General of the State of Texas, and the registration of the Initial Bond(s) to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

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

SECTION 17: Proceeds of Sale. The proceeds of sale of the Bonds, excluding the accrued interest, if any, received from the purchasers and amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a City depository. Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Pricing Officer. Any excess bond proceeds issued for new money purposes, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 18: Notices to Holders-Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the

Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 20: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, Bond Counsel to the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds.

SECTION 21: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 22: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 23: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Pricing Certificate, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance and the Pricing Certificate shall be and remain controlling as to the matters contained herein and therein.

SECTION 24: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.



SECTION 25: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 26: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 27: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 28: Incorporation of Findings and Determinations. The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29: Continuing Disclosure Undertaking.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

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

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

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

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

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

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

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

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

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

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

BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

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

SECTION 30: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 31: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer, and City Secretary, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Treasurer, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this

Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Government Code, as amended.

SECTION 33: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028.

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this February 21, 2017.

CITY OF CARROLLTON, TEXAS

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Mayor

ATTEST:

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City Secretary

(City Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of \_\_\_\_\_, 2017 (this "Agreement"), by and between \_\_\_\_\_, a banking association duly organized and existing under the laws of the \_\_\_\_\_, or its successors or assigns (the "Bank") and the City of Carrollton, Texas (the "Issuer"),

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Carrollton, Texas, General Obligation Improvement Bonds, Series 2017" (the "Securities"), dated \_\_\_\_\_, 2017, such Securities scheduled to be delivered to the initial purchasers thereof on or about \_\_\_\_\_, 2017; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE One**

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

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

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

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

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



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

## ARTICLE Two DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE Three PAYING AGENT

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

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

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

## ARTICLE Four REGISTRAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE Five THE BANK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE Six MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Remainder of page left blank intentionally.]*



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

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

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

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

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

Attest:

\_\_\_\_\_

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

CITY OF CARROLLTON, TEXAS

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

Address: 1945 E. Jackson Road  
Carrollton, Texas 75006





# City of Carrollton

## Agenda Memo

File Number: 3064

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**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*17.

**CC MEETING:** February 21, 2017

**DATE:** February 1, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A **Resolution Ratifying Members To Serve On The Civil Service Commission.**

### **BACKGROUND:**

Edward Bowen and Jim Henegar are nearing the end of their first term on the Civil Service Commission. Both members are to be re-appointed to serve by the City Manager for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Edward Bowen	February 21, 2019
Jim Henegar	March 16, 2019

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

Staff recommends approval of the attached Resolution ratifying the appointments made by the City Manager.

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

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, RATIFYING MEMBERS TO SERVE ON THE CIVIL SERVICE COMMISSION; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1**

The following are appointed to serve on the Civil Service Commission by the City Manager for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

\_\_\_\_\_ February 21, 2019

\_\_\_\_\_ March 16, 2019

**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 21<sup>st</sup> day of February, 2017

**CITY OF CARROLLTON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# City of Carrollton

## Agenda Memo

File Number: 3125

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*18.

**CC MEETING: February 21, 2017**

**DATE:** February 13, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A Resolution Authorizing The City Manager To Enter Into A Development Agreement With Castle Hills Phase 11 (CH PH 11) LLC To Replace A Development Agreement Approved On November 1, 2016 Related To The Costs Of Extending Approximately 1,260 Linear Feet Of Off-Site Sanitary Sewer Line; And Providing An Effective Date.

### **BACKGROUND:**

On November 1, 2016, City Council approved a development agreement with Castle Hills Phase 11 LLC for the construction of an off-site sanitary sewer line. Under the terms of the agreement the City would credit \$142,987 from the projected development fees to be paid by Castle Hills towards the sewer line construction costs. After the agreement was approved, construction cost estimates continued to rise in spite of the efforts from staff, Castle Hills LLC and Bright Realty to mitigate the costs. At this time, Castle Hills has received bids for the work that now total \$219,647, which represents an increase of \$76,660. Because of the higher construction cost estimates the agreement was not executed by either party.

To continue the partnership with Castle Hills, staff recommends that a new development agreement be approved that increases the city's development fee credits by \$38,330 (50 percent of the increase), to a total of \$181,317.

### **FINANCIAL IMPLICATIONS:**

The cost of the 1,260 linear feet of 12-inch sanitary sewer line is \$219,647. The development agreement will credit \$181,317 in development fees that will be collected by the City during the construction phase of the project.

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

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a new development agreement with CH PH 11 LLC related to the costs of extending

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CASTLE HILLS PHASE 11, (CH PH 11) LLC FOR COSTS OF EXTENDING APPROXIMATELY 1260 LINEAR FEET OF OFFSITE SANITARY SEWER LINE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, CH PH 11 owns a 92.8 acre tract of land which it seeks to develop located generally east of Old Denton Road and south of Windhaven Drive in the City, hereafter referred to as “Castle Hills Carrollton Addition”; and

**WHEREAS**, in 2014, the City undertook the rehabilitation of the Indian Creek Sanitary Sewer line (the “Project”), which is a 36 inch sanitary sewer line that runs generally southwest to northeast along Indian Creek that was built in the early 1980’s and had deteriorated; and

**WHEREAS**, at the time of the Project, there were no pending development plans for the area in which the Castle Hills Carrollton Addition will be located, and as result, the City deferred the rehabilitation of the last segment, approximately 1,260 linear feet length, of the Project, which would have served the Castle Hills Carrollton Addition; and

**WHEREAS**, the development of Castle Hills Carrollton Addition requires the construction of a sanitary sewer transmission main to serve the Castle Hills Carrollton Addition and connect to the Indian Creek transmission main; and

**WHEREAS**, this results in CH PH 11 having to construct an additional 1,260 linear feet of offsite sanitary sewer transmission main that the City defrayed back in 2014; and

**WHEREAS**, CH PH 11 is required by City Ordinance to pay development permitting fees as part of the Castle Hills Carrollton Addition, including engineering inspection fees and water and sewer impact fees;

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

**SECTION 1:**

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

## **SECTION 2:**

The City Council of the City of Carrollton hereby authorizes the City Manager, or designee, to execute a Development Agreement with CH PH 11, LLC, in a form to be approved by City Attorney, for the construction of a 1,260 linear feet 12-inch sanitary sewer line for a development permitting fee credit in an amount not to exceed \$181,317.00.

## **SECTION 3:**

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

## **SECTION 4:**

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

**PASSED and APPROVED on this 21<sup>st</sup> day of February, 2017.**

City of Carrollton, Texas

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

**ATTEST:**

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

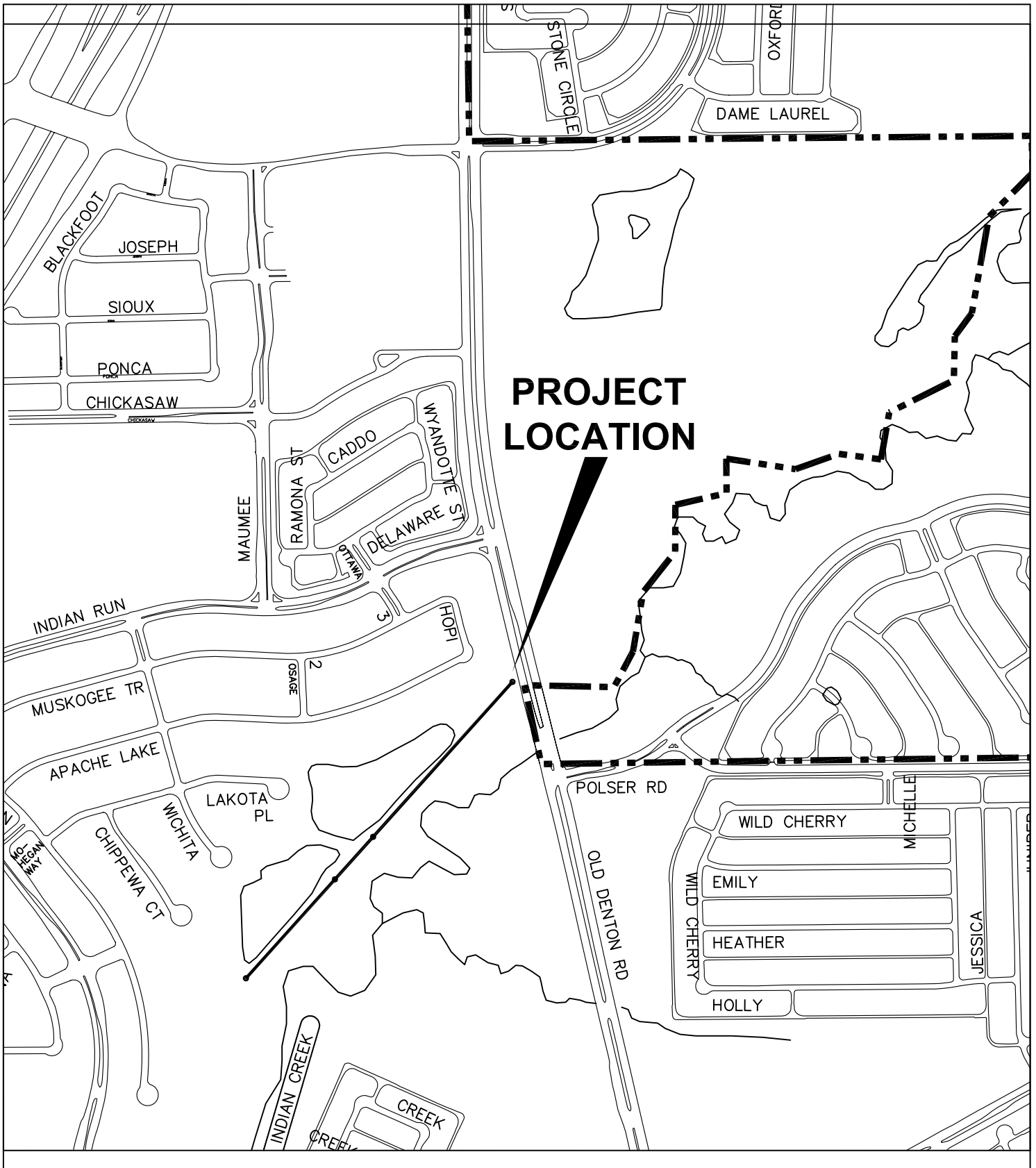
Approved as to form:

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

Approved as to content:

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

10/6/16: \\WORKSPACE\\COUNCIL DRAWINGS\\2016\\36IN SAN SWR OFFSITE IMPROVEMENTS.DWG



Where Connections Happen

# LOCATION MAP 36" Sanitary Sewer Offsite Improvements

ENGINEERING DEPARTMENT



SCALE: N.T.S.

DATE: 09/16



STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Carrollton, Texas (“City”) and CH PH 11, LLC, a Texas limited liability company (“CH PH 11”).

**WITNESSETH:**

**WHEREAS**, CH PH 11 owns a 92.8 acre tract of land which it seeks to develop located generally east of Old Denton Road and south of Windhaven Drive in the City, hereafter referred to as “Castle Hills Carrollton Addition”; and

**WHEREAS**, in 2014, the City undertook the rehabilitation of the Indian Creek Sanitary Sewer line (the “Project”), which is a 36 inch sanitary sewer line that runs generally southwest to northeast along Indian Creek that was built in the early 1980’s and had deteriorated; and

**WHEREAS**, at the time of the Project, there were no pending development plans for the area in which the Castle Hills Carrollton Addition will be located, and as result, the City deferred the rehabilitation of the last segment, approximately 1,260 linear feet length, of the Project, which would have served the Castle Hills Carrollton Addition; and

**WHEREAS**, the development of Castle Hills Carrollton Addition requires the construction of a sanitary sewer transmission main to serve the Castle Hills Carrollton Addition and connect to the Indian Creek transmission main; and

**WHEREAS**, this results in CH PH 11 having to construct an additional 1,260 linear feet of offsite sanitary sewer transmission main that the City defrayed back in 2014; and

**WHEREAS**, CH PH 11 is required by City Ordinance to pay development permitting fees as part of the Castle Hills Carrollton Addition, including engineering inspection fees and water and sewer impact fees;

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and CH PH 11, covenant and agree as follows:

I.

CH PH 11 will build the additional 1,260 linear feet of sanitary sewer line as depicted in Exhibit A (the “Sewer Line Construction”) at its expense as part of its development of the Castle Hills Carrollton Addition. CH PH 11 has bid the Sewer Line Construction and provided to the City all of the documentation of the bid and the Sewer Line Construction will be built in conformance with City standards, ordinances and regulations and will be inspected by City

personnel. Prior to acceptance of bids by CH PH 11, the City reviewed the bid prices and engineering plans and determined that the bids are reasonable for the current market conditions.

II.

The City will credit to CH PH 11 development permitting fees up to an amount not to exceed \$181,317.00 (One hundred eighty one thousand, three hundred seventeen dollars and no cents), which represents the total estimate of the reasonable cost which the City would pay for the Sewer Line Construction.

III.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

IV.

This Agreement is being executed and delivered in and shall be governed by and construed in accordance with the laws of the State of Texas.

V.

Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City:

The City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, Texas 75011  
Attn: City Manager's Office

If to CH PH 11:

CH PH 11, LLC  
2520 King Arthur Blvd  
Lewisville, Texas 75056  
Attention: Eric D. Stanley

VI.

Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

VII.

A facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

VIII.

The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

IX.

No modifications or amendments to this Agreement shall be valid unless in writing and signed by the parties hereto or their successors, assigns, administrators, or legal representatives.

X.

The parties hereto and this Agreement shall be subject to all existing applicable federal, state and local laws.

XI.

The Agreement shall become a binding obligation on the parties upon execution. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. CH PH 11 warrants and represents that the individual executing this Agreement on his/her/its behalf has full authority to execute this Agreement and bind CH PH 11 to the same.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CITY OF CARROLLTON, TEXAS

CH PH 11, LLC

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

By: \_\_\_\_\_  
Christopher R. Bright  
Chief Executive Officer

## **EXHIBIT "A"**

**Location of 36 Inch Sanitary Sewer offsite improvements**



# City of Carrollton

## Agenda Memo

File Number: 3129

**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*19.

**CC MEETING:** February 21, 2017

**DATE:** February 15, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A Resolution Revising A Lease Agreement By And Between The City Of Carrollton And CTC Red Five, LLC d/b/a Cow Tipping Creamery For The Use Of City-Owned Real Property At 1309 South Broadway, And Authorizing The City Manager To Negotiate And Execute A Revised Lease Agreement With CTC Peavy, LLC, d/b/a Cow Tipping Creamery.

### **BACKGROUND:**

On September 20, 2016 City Council adopted Resolution No. 3965, which approved the terms of a lease agreement between the City and CTC Carrollton, LLC. The lease agreement allowed the company to operate a Cow Tipping Creamery food truck on city-owned property at 1309 South Broadway in Downtown Carrollton.

After the resolution's adoption, the company's proposed LLC name - CTC Carrollton, LLC - was rejected by the Texas Secretary of State. At the October 18, 2016 meeting the City Council adopted Resolution No. 3983, which amended the lease agreement to be with the company's revised and approved name - CTC Red Five, LLC.

The company is consolidating all their business assets under one LLC name. As such, they have requested a second revision of the lease agreement to be with CTC Peavy, LLC. The attached resolution would grant the requested revision, but keeps all other previously-approved terms in full force and effect.

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

Staff recommends City Council approval of a resolution revising the lease agreement by and between the City and CTC Red Five, LLC, d/b/a Cow Tipping Creamery, for the use of city-owned real property at 1309 South Broadway and authorizing the City Manager to negotiate and execute a revised lease agreement with CTC Peavy, LLC, d/b/a Cow Tipping Creamery.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, REVISING A LEASE AGREEMENT BY AND BETWEEN THE CITY AND CTC RED FIVE, LLC D/B/A COW TIPPING CREAMERY, FOR THE USE OF CITY OWNED REAL PROPERTY AT 1309 SOUTH BROADWAY STREET; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A REVISED LEASE AGREEMENT WITH CTC PEAVY, LLC D/B/A COW TIPPING CREAMERY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Carrollton, Texas (“City Council”), approved the terms of a lease agreement by and between the City of Carrollton, Texas (“City”) and CTC Red Five, LLC d/b/a Cow Tipping Creamery (“Company”) on October 18, 2016 by Resolution No. 3983; and

**WHEREAS**, the Company is consolidating all business assets under one LLC name and has requested that the lease be revised to be with CTC Peavy, LLC; and,

**WHEREAS**, the City Council still desires that the Company operate a free-standing Cow Tipping Creamery food truck at 1309 South Broadway, City of Carrollton, Dallas County (“Property”); and

**WHEREAS**, the City Council and Company agree that all lease terms approved on October 18, 2016 shall remain unchanged but the lease agreement shall be revised to be by and between the City and CTC Peavy, LLC d/b/a Cow Tipping Creamery; and

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

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

**Section 1**

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

**Section 2**

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

**Section 3**

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON FEBRUARY 21, 2017.

CITY OF CARROLLTON, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

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







# City of Carrollton

## Agenda Memo

File Number: 3130

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**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*20.

**CC MEETING:** February 21, 2017

**DATE:** February 15, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A **Resolution Authorizing The City Manager To Execute A License Agreement With Fairway 427, LP For The Use Of Parking Spaces At The Crosby Recreation Center.**

### **BACKGROUND:**

On September 20, 2016 City Council adopted Resolution No. 3967, which authorized the City Manager to enter into a purchase and sale agreement for the southern 26 units of the Meadows Apartments, located along Crosby Road and west of the Crosby Recreation Center. The acquisition of this property was part of the Crosby Road Re-Development Initiative.

As a condition precedent to closing, the City agreed to pave 12 additional parking spaces on the portion of land being retained by the property owner (Fairway 427, LP). However, City staff has determined that it is impossible to fit the additional spaces on the remaining parcel. In order to meet the condition, the City is offering a license agreement to the property owner, which would reserve 12 spaces at the Crosby Recreation Center for the property owner's use.

The attached map shows the location of the 12 spaces in the Crosby Recreation Center parking lot.

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

Staff recommends City Council approval of a resolution authorizing the City Manager to execute a license agreement with Fairway 427, LP for the use of parking spaces at the Crosby Recreation Center.

## Location Map

Crosby Parking Spaces



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH FAIRWAY 427, LP FOR THE USE OF PARKING SPACES AT THE CROSBY RECREATION CENTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Carrollton, Texas (“City Council”), authorized the City Manager to enter into a purchase and sale agreement for the 1.221 acres of land at 1404 Fannidella Drive, Meadows Apartments, William Larner Abst 799, Pg 516, Tr 45, City Of Carrollton, Dallas County, Texas; and

**WHEREAS**, as a condition precedent to closing, the City agreed to pave twelve additional parking spaces at 1402 Fannidella Drive, which is being retained by the property owner Fairway 427, LP (“Property Owner”); and,

**WHEREAS**, City staff has deemed it impossible to add twelve additional parking spaces to the retained property; and

**WHEREAS**, the City Council still desires the acquisition of 1404 Fannidella Drive and wish to execute a license agreement for the use of twelve parking space at the Crosby Recreation Center, 1610 E. Crosby Road, for the Property Owner’s use; and

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

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

**Section 1**

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

## **Section 2**

The City Manager is hereby authorized to negotiate and execute a license agreement with Fairway 427, LP for parking spaces at Crosby Recreation Center and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in this Resolution.

## **Section 3**

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON FEBRUARY 21, 2017.

CITY OF CARROLLTON, TEXAS

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Matthew Marchant, Mayor

ATTEST:

---

Laurie Garber, City Secretary

APPROVED AS TO FORM:

---

Meredith A. Ladd  
City Attorney

APPROVED AS TO CONTENT:

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Krystle Nelinson  
Development Program Manager

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Ravi Shah  
Director of Development Services



# City of Carrollton

## Agenda Memo

File Number: 3131

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**Agenda Date:** 2/21/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*21.

**CC MEETING:** February 21, 2017

**DATE:** February 15, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Buyer's Temporary Residential Lease At 1603 East Crosby Road, Being Francis Perry 1, Block 5, Tract 9, By And Between The City Of Carrollton And Sydney Snyder-Marriott.

### **BACKGROUND:**

On September 20, 2016, the City Manager was authorized to execute a residential contract for the acquisition of a 1.73-acre tract of land located at 1603 East Crosby Road. The property closed on December 8, 2016.

At the November 18, 2016 meeting, the City Council authorized a buyer's temporary residential lease, which allowed the former property owner to leaseback the property until February 28, 2017 at a rental rate of \$36 per day.

The former property owner has requested a second and final leaseback until June 1, 2017. They have agreed to the continued rental rate of \$36 per day as well as to maintain renter's insurance and indemnify the City.

### **FINANCIAL IMPLICATIONS:**

There are no negative financial implications to the City for the temporary leaseback. The revenue generated will be directed to the TOD Capital Account.

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

Staff recommends City Council approval of a resolution authorizing the City Manager to negotiate and execute a buyer's temporary residential lease at 1603 East Crosby Road by and between the City of Carrollton and Sydney Snyder-Marriott.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE EXECUTION OF A BUYER'S TEMPORARY RESIDENTIAL LEASE AT 1603 EAST CROSBY ROAD BY AND BETWEEN THE CITY AND SYDNEY SNYDER-MARRIOTT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A BUYER'S TEMPORARY RESIDENTIAL LEASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Carrollton, Texas ("City") reached an agreement with Sydney Snyder-Marriott ("Tenant") for the City to purchase 1.73 acres of land, 1603 East Crosby Road, Francis Perry 1, Blk 5, Tr 9, City of Carrollton, Dallas County, located along Crosby Road (the "Property"); and

**WHEREAS**, the City Manager was authorized to execute a Residential Contract for the acquisition of the Property by Resolution No. 3971, passed and approved on September 20, 2016; and,

**WHEREAS**, the Property closed on December 8, 2016; and

**WHEREAS**, the City reached an agreement with the Tenant to issue a leaseback beginning on December 8, 2016 until February 28, 2017, and the Tenant has agreed to a rental rate of \$36 per day as well as to obtain renter's insurance and indemnify the City; and

**WHEREAS**, the Tenant has requested an additional and final leaseback until June 1, 2017, and the Tenant has agreed to a continued rental rate of \$36 per day as well as to retain renter's insurance and indemnify the City; and

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

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

**Section 1**

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

**Section 2**

The City Manager is hereby authorized to negotiate and execute a Buyer's Temporary Residential Lease and all other documents in connection therewith on behalf of the City of Carrollton, substantially according to the terms and conditions set forth in this Resolution.

**Section 3**

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON FEBRUARY 21, 2017.

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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Krystle Nelinson  
Development Program Manager

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Ravi Shah  
Director of Development Services

## Location Map

Address: 1603 East Crosby Road, Carrollton, Texas, 75006

Legal Description: Francis Perry 1, Blk 5, Tr 9, Acs 1.73

