

# City of Carrollton

1945 E. Jackson Road  
Carrollton, TX 75006



## REGULAR WORKSESSION & MEETING

Tuesday, April 4, 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.
3. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

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

4. Discuss Neighborhood Camera Program Feasibility Assessment.
5. Discuss Appointment Of Planning And Zoning Liaison To The Traffic Advisory Committee.
6. Mayor and Council reports and information sharing.

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

7. Present A Proclamation Honoring The Clover Scouts.

**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 March 21, 2017 Regular Meeting Minutes.

## BIDS & PURCHASES

- \*10. Consider Approval Of The Purchase Of One (1) Concrete Saw From Barnsco In An Amount Not To Exceed \$28,635.75.
- \*11. Consider Approval To Renew The Contract For Janitorial Services To CTJ Maintenance, Inc. In An Amount Not To Exceed \$367,140.00 Annually.

## CONTRACTS & AGREEMENTS

- \*12. Consider Authorizing The City Manager To Approve Contract Amendment #1 With Huitt-Zollars, Inc. For Design Modifications For Erosion Control On Indian Creek From Hebron Parkway To Immediately North Of The Indian Creek Golf Course For The Indian Creek 2 Project In The Amount Of \$9,000.00.

- \*13. Consider Authorizing The City Manager To Approve A Professional Services Contract With Perkins+Will For The Carrollton Facilities Conceptual Bond Planning Study In An Amount Not To Exceed \$40,000.00.

## ORDINANCE

- \*14. Consider An Ordinance Amending Chapter 31, The Comprehensive Fee Schedule, Effective May 1, 2017.

## RESOLUTIONS

- \*15. Consider A Resolution Authorizing The City Manager To Enter Into A Local Project Advance Funding Agreement With The Texas Department Of Transportation To Construct A Drainage Culvert Under The IH-35E Northbound Frontage Road At Vandergriff Drive In The Amount Of \$441,873.25; And Providing An Effective Date.
- \*16. Consider A Resolution Authorizing The City Manager To Negotiate And Execute An Economic Development Incentive Agreement With Josey Trinity Plaza, Ltd. At 2540 North Josey Lane, 1910 East Trinity Mills Road And 2510 North Josey Lane In An Amount Not To Exceed \$208,000.00.
- \*17. Consider A Resolution Appointing A Member To Serve On The Library Board.
- \*18. Consider A Resolution Of The City Council Of The City Of Carrollton, Texas, To Suspend The April 21, 2017 Effective Date Of Oncor Electric Delivery Company's Requested Rate Change To Permit The City Time To Study The Request And Establish Reasonable Rates, And To Approve Cooperation With The Oncor Cities Steering Committee To Hire Legal And Consulting Services To Negotiate With The Company, To Make Recommendations Regarding Reasonable Rates, And To Intervene And Direct Any Necessary Administrative Proceedings Or Litigation Associated With An Appeal Of A Rate Ordinance Or A Rate Case Filed With The City.
- \*19. Consider A Resolution To Acknowledge The Expiration Of A Reservation Of Right-Of-Way At The Intersection Of Hebron Parkway And Old Denton Road To Affirm There Is No Public Need For Further Reservation Of Right-Of-Way; And Providing An Effective Date.
- \*20. Consider A Resolution Supporting A Grant Application To The North Central Texas Council Of Governments For The 'Safe Walks To School' Sidewalk Improvement Program; And Providing An Effective Date.

## PUBLIC HEARING-CONSENT AGENDA



- \*21. Hold A Public Hearing To Consider An Ordinance To Amend The Zoning And Establish A Special Use Permit For All Other Amusement And Recreation Industries (Personal Vehicle Storage/Garage Condominium) On An Approximately 2.55-Acre Tract, Zoned PD-91 For The (C/W) Commercial/Warehouse District Located In The Vicinity Of The Southeast Corner Of Marsh Ridge Road And Reeder Drive; Amending The Official Zoning Map Accordingly. Case No. 03-17SUP2 Garages Of Texas. Case Coordinator: Loren Shapiro.

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

22. Hold A Public Hearing To Consider An Ordinance To Amend The Zoning On An Approximately 1.53-Acre Tract Zoned Planned Development 52 (PD-52) And Located Generally On The West And South Sides Of St. Pierre Drive And East Side Of Le Mans Drive To Allow For Changes To Various Development Regulations Including Setbacks And Access; Amending The Official Zoning Map Accordingly. Case No. 02-17Z1 Josey Park Estates, Block A, Lots 16R-21R. Case Coordinator: Loren Shapiro.
23. Hold A Public Hearing And Consider An Ordinance Accepting The Service And Assessment Plan And Assessment Roll And Approving A Reimbursement Agreement For The Carrollton Castle Hills PID No. 2, Generally Located Near The Northwest Corner Of The Intersection Of Parker Road/FM 544 And Josey Lane.

**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 31st day of March 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: 3212

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**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 4.

**CC MEETING:** April 4, 2017

**DATE:** March 30, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Elliott J. Reep, Emergency Management Coordinator

Discuss **Neighborhood Camera Program Feasibility Assessment.**

### **BACKGROUND:**

During the Strategic Planning Session last year Council expressed interest in the possibility of partnering with neighborhoods to purchase and install security/surveillance cameras. Staff will present results of a feasibility assessment conducted in response to this request.





# City of Carrollton

## Agenda Memo

File Number: 3184

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**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 5.

**CC MEETING:** April 4, 2017

**DATE:** March 15, 2017

**TO:** Erin Rinehart, City Manager

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

Discuss **Appointment Of Planning And Zoning Liaison To The Traffic Advisory Committee.**

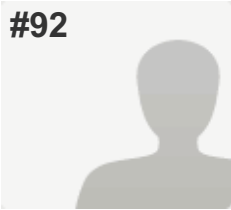
### **BACKGROUND:**

At the 2016 Strategic Planning Session, Council discussed the addition of a Planning and Zoning Commission member to serve as a liaison to the Traffic Advisory Committee. P & Z Chair Chad Averett and current member Sunil Sundaran have both expressed interest. Mr. Averett has served on the Commission since 2014 and Mr. Sundaran has served since 2015. Attached are both of their applications.

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

Staff requests Council select a non-voting Planning and Zoning member to serve as a liaison to the Traffic Advisory Committee.

#92



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Thursday, September 15, 2016 9:50:50 PM

**Last Modified:** Thursday, September 15, 2016 10:20:47 PM

**Time Spent:** 00:29:56

**IP Address:** 70.119.161.218

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**PAGE 4: Application**

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**Q1: Candidate Information**

Name:	Chad M. Averett
Street Address:	1206 Saint Tropez Dr.
City, State & Zip:	Carrollton, TX 75006
Phone Number (Day & Night):	214-883-7523
Years Lived in Carrollton:	27
Email Address:	averett.chad@gmail.com

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**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Planning and Zoning Commission
2nd Choice:	Parks and Recreation Board
3rd Choice:	Historic Preservation Advisory Committee

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**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

Planning and Zoning Commission: March 2014 - present (Vice Chair December 2014 – present).  
Capital Improvements Plan Advisory Committee: April 2011 - March 2014 (Vice Chair September 2011 - March 2014).

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**Q4: Are you currently holding any public office or appointment? If so, what?**

Yes; Vice Chair of Planning and Zoning Commission.

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## Boards & Commission Applications

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

I hold three degrees from Southern Methodist University in finance, public policy and economics with financial applications. In conjunction with these degrees, I also have a minor in political science and a certificate in leadership. During my time at SMU, I served as the sole student representative on the University Admissions Council, was a founder or founding member of several organizations including a peer mentor program and served as the President of SMU's International Relations Council and Model United Nations team among other pursuits. Within the Cox School of Business, I was selected as one of three students to represent SMU at the Wall Street Journal Nationwide BizQuiz. I am a 2006 graduate of Youth Leadership Metrocrest and a 2013 graduate of Leadership Metrocrest. I currently work for a real estate research and analytics firm. I believe my educational background and variety of other experiences serve well for the position I am seeking.

I have served as the Vice Chair of both the Planning and Zoning Commission and the Capital Improvements Plan Advisory Committee and in both cases have run meetings multiple times in the Chair's absence. I am deeply committed to and love the work I do on the Planning and Zoning Commission. I read through each meeting packet multiple times, taking numerous notes, asking questions and driving to view each project during this process of preparation. I keep track of what is going on in city council meetings and try to consider any impacts this may have on a project or vice versa. As a result of planning and commitment, in the nearly five and a half years I have served on city boards, I have never missed or been late to a meeting.

I am seeking an appointment because I want to better the community I have lived in for 27 years. I bring energy and fresh ideas along with the skill set necessary to be effective in this position. I am very confident that I can continue to make a truly meaningful contribution. I possess no conflicts of interest.

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**Q6: What do you perceive to be Carrollton's two greatest strengths?**

One of Carrollton's greatest strengths is its' low crime rate and overall excellent public safety. This is a key component in marketing the city to prospective residents and companies. It is one of the main reasons Carrollton has been named to Money Magazine's "Best Places to Live" for several years and was named one of the "50 Safest Cities in Texas" by SafeWise.

I believe Carrollton's second greatest strength is its affordable housing and relatively low cost of living compared not only to the rest of the nation, but also locally. A testament to this was when the city came in sixth on WalletHub's list of the "Healthiest Housing Markets" in the country.

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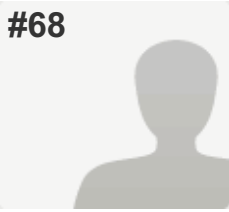
**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Carrollton's greatest weakness is its' lack of a sizable business community. Although we have a foreign trade zone and over 9,000 businesses, we have little in the way of executive level employment. Carrollton households on average earn 47% more per year than the average Texas household. Unfortunately, in too many cases, the jobs allowing for this standard of living are not available within the city limits forcing residents to seek jobs in other cities. These job centers also take with them many of the restaurant, retail, hotel and other facilities that we are trying to attract to our city. Carrollton is "Where Connections Happen", and we need to make sure it is happening on every level.

I believe Carrollton's second greatest weakness is the lack of tourism and destination/landmark facilities within the city limits. Tourists and visitors from other area cities can bring large amounts of money to Carrollton's economy, but unfortunately we are losing out on many of those dollars to other local cities. Fortunately, we are making great progress in this area as we have recently opened the Carrollton Conference Center and adjoining Courtyard hotel as well as achieved a record high retail occupancy rate of 92% in our largest retail centers.

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#68

**COMPLETE****Collector:** Web Link (Web Link)**Started:** Thursday, September 10, 2015 3:51:14 PM**Last Modified:** Thursday, September 10, 2015 5:18:59 PM**Time Spent:** 01:27:44**IP Address:** 66.241.1.130

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**PAGE 3: Application**

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**Q1: Candidate Information**

Name:	Sunil Sundaran
Street Address:	2142 San Simeon
City, State & Zip:	Carrollton, TX 75006
Phone Number (Day & Night):	214-668-8651
Years Lived in Carrollton:	26
Email Address:	stsundaran@gmail.com

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**Q2: Board Preferences**List choice in order of preference (1st, 2nd and 3rd)

1st Choice:	Planning and Zoning Commission
2nd Choice:	Parks and Recreation Board
3rd Choice:	Library Board

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<b>Q3: If one of your choices is Museum Board, which term length would you prefer?</b>	<i>Respondent skipped this question</i>
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**Q4: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**N/A

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**Q5: Are you currently holding any public office or appointment? If so, what?**N/A

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**Q6: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

My family has resided in Carrollton since 1979 and I attended Carrollton schools from Pre-K through high school. I went on to Texas A&M University and participated in the Texas A&M Singing Cadets as well as Honors Student Council, Lechner Hall Council, and was twice elected to the Student Senate. After I graduated cum laude from Texas A&M, I attended University of Houston Law Center where I served as Vice-President of the Aggie Law Society and Secretary of the South Asian Law Students Association. While attending school full-time, I also interned with the Montgomery County District Attorney's Office 3 days a week. I graduated from law school in 2014 and am a practicing attorney with the Law Office of Mili Patel.

I hope to serve on a city board because this city has given so much to my family and I want to do my part to give back. From middle school to present day, I have tried to serve in any capacity that I can to make my school and community a better place. Carrollton has been blessed to have strong, visionary leaders who think outside of the box. I hope to learn from our elected officials and find ways to build our infrastructure while remaining fiscally responsible.

I selected the Planning and Zoning Commission because it is at the forefront of development. My parents moved to this city because it had great neighborhoods to raise a family and excellent schools. Today, this remains true. However, many people in this city desire to have more shopping and dining options here. I want to be on the Planning and Zoning Commission be a part of redevelopment of Carrollton while making sure we adhere to proper zoning standards.

As a child growing up in Carrollton, I used many of the facilities under the province of the Parks and Recreation Board as well as both libraries. I have fond memories of playing soccer at McInnish and going to the old Carrollton Public Library on Jackson Road. Over the years, the Parks and Recreation Department has introduced many innovations to our park system such as the Splash Park, the Rosemeade Dog Park, and many others. I hope to bring creativity and new ideas to the board so that we can help maintain the high quality of life this city has to offer.

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**Q7: What do you perceive to be Carrollton's two greatest strengths?**

Carrollton's greatest strengths are its diversity and business climate. Over the years, Carrollton has welcomed thousands of immigrants from all over the world, including my parents. This city embraced diversity and many of the new arrivals have thrived. Today there are countless minority owned businesses, from the H-Mart complex to Josey/Beltline. These businesses are increasing our tax base and providing economic development.

Carrollton has been on the forefront of creating new jobs in the DFW metroplex. Businesses have been moving their operations here in both the office and commercial industrial sectors. My law firm chose to set up in Carrollton because it is in a convenient location close to both Dallas and other suburbs. Carrollton has also made great strides in redeveloping current storefronts such as the one at Kelly and Keller Springs. Another innovative tax incentive is the Triple Freeport Exemption which is benefit the many warehouses here.

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**Q8: What do you perceive to be Carrollton's two greatest weaknesses?**

One of Carrollton's weaknesses is that as an inner ring suburb, our infrastructure is getting older. It is incumbent that the city focus on maintaining our roads and sidewalks while continuing to be fiscally responsible. Our city leaders have taken a proactive approach to redeveloping our aging structures. The best example of this is the redevelopment of downtown Carrollton. The addition of several restaurants and the new apartment complex have made this a go-to destination.

Another weakness is losing major anchor stores in our shopping centers. We have lost Target this year alone and it is crucial that we find replacement retailers of a high caliber to prevent these shopping centers from deteriorating. I believe that the city has recognized this problem by redeveloping several shopping centers including the one at Old Denton and Trinity Mills SE Corner.

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# City of Carrollton

## Agenda Memo

File Number: 3206

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**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Presentations

**In Control:** City Council

**File Type:** Presentation

**Agenda Number:** 7.

**CC MEETING:** April 4, 2017

**DATE:** March 28, 2017

**TO:** Erin Rinehart, City Manager

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

Present A **Proclamation Honoring The Clover Scouts.**





# City of Carrollton

## Agenda Memo

File Number: 3198

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**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** \*9.

**CC MEETING:** April 4, 2017

**DATE:** March 27, 2017

**TO:** Erin Rinehart, City Manager

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

Consider Approval Of The March 21, 2017 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL  
REGULAR WORKSESSION AND MEETING  
MARCH 21, 2017**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, March 21, 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 5:45 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. Discuss **Country Place Drainage Channel.**

Asst City Manager Marc Guy provided an overview of the assessment of current conditions of the Country Place drainage channel and provided options and associated costs. He stated that after being contacted by Country Place in the summer of 2016, staff engaged an environmental analysis firm and the results were that the silt was Class 1 non-hazardous which means it is not posing any type of eminent threat to health and public safety but it does have elements of motor fuels that would be typical runoff. Any removal of the silt requires certain types of protocols meaning it would not be able to be used on a golf course or park which increases the costs for silt removal. He advised that the information and options were provided to Country Place and to Country Place Townhouse One for a decision on their desired action. The options were as follows:

Option 1 – Do Nothing – no costs – won't address negative visual and odor effects of inlet;  
Option 2 – Dredge Inlet - \$300,000 - \$350,000 cost – recurring capital cost every 7 to 10 years;  
Option 3 – Remove Inlet - \$225,000 - \$275,000 for an r-rap wall or \$302,000 to \$352,000 for a Millsap veneer wall – one-time non-recurring capital cost.

Mr. Guy reported that the preferred course of action by both entities was to fill and eliminate the inlet (r-rap wall); sod and irrigate the filled area; restore the dam west of the inlet; extend drainage pipe

from Lakecrest; relocate water transfer line with a financial participation commitment to the lesser of \$50,000 or 20% of the infill project cost. He advised that there was no City funding currently budgeted and option 2 or 3 would require Federal and/or State regulatory review and permitting so the target project time would be the summer of 2018. He asked Council for direction on the desired course of action and funding.

Mayor Marchant asked about the projected estimate and Director of Engineering Cesar Molina stated it was a rough estimate using costs from a similar project three years earlier with inflation. With regard to funding sources, Mr. Guy stated there may be funds available from a variety of areas such as some unallocated bond funds, capital savings from other projects and possibly some surplus sales tax.

Bob Garza asked for clarification on the funds from the HOA and Mr. Guy stated the total from the two associations would be \$50,000. With regard to the number of households, Mr. Guy stated that Country Place had 741 homes and Townhouse One had 112. He went on to explain that the emails provided to Council were received prior to staff making the February presentation to the homeowners with the options and design which was similar to the one presented to Council this evening.

Councilmember Lawrence asked about the proposed timeline and Mr. Guy explained that there would have to be either Federal or State regulatory review as well as bidding the project because it was not something that staff would handle and also explained that summer time was the best time for the project because the weather would be better and the water level would be lower.

Councilmember Sutter asked where the silt would end up and Civil Engineering Manager Mike McKay stated it would go into the in-line pond on the golf course and would have to be removed eventually but the silt wouldn't have the impact on the larger body of water as it does right now.

Councilmember Babick asked about the area 20 years ago. Mr. Guy advised that the project was completed in 1992-95 timeframe and old aerials show the channel generally following the same path. He stated the project armored the sides and he emphasized that the project was not a flood control project; it was an erosion control project.

Councilmember Wilder asked who had responsibility for the area in questions and Mr. Guy replied that the City was responsible noting it was part of the drainage system and once the subject area was filled in, the HOA would take over responsibility of the area.

Direction was provided to proceed as recommended.

**5. Discuss Possible Annexation Of An Approximately 4.3-Acre Tract Located At The Northwest Corner Of Parker Road/FM 544 and Josey Lane.**

Chief Planner Loren Shapiro advised that Graham Mortgage Corporation contacted staff regarding the possibility of having the site at the northwest corner of Parker Road/FM 544 and Josey Lane annexed into the City of Carrollton. The current owner does not have any tenants or prospects for developing the tract at this time, but wants the property annexed for city water and sewer service in order to market the property to retail users. The proposed annexation would not include the lot for the existing Liquor Depot. The property is currently in the Town of Hebron. General discussion was held about surrounding uses and connections. Direction was provided for staff to move forward.

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

Mayor Marchant adjourned the Worksession to convene the Regular Meeting at 6:38 p.m.

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

Mayor Marchant called the Regular Meeting to order at 7:01 p.m.

**INVOCATION – Councilmember Glen Blanscet**

**PLEDGE OF ALLEGIANCE – Councilmember Bob Garza**

Mayor Marchant announced that the Public Forum item would be heard after the conclusion of the Consent Agenda.

**CONSENT AGENDA**

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

Mayor Marchant advised that Items 22 and 23 were pulled for a separate vote.

**Mayor Pro Tem Hrbacek moved approval of Items 8 - 21; second by Councilmember Wilder and the motion was approved with a unanimous 7-0 vote.**

**MINUTES**

**\*8. Consider Approval Of The February 28, 2017 Special Meeting Minutes.**

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

**BIDS & PURCHASES**

**\*10. Consider Approval Of The Purchase Of Traffic Signal Poles For The Public Works Traffic Department From Structural & Steel Products Through Our Interlocal Agreement With The City Of McKinney In An Amount Not To Exceed \$175,000.00.**

**\*11. Consider Approval Of Bid #17-020 Plant Protection For The Parks Department From Various Vendors In An Amount Not to Exceed \$70,000.00.**

**\*12. Consider Approval Of The Purchase Of Four (4) Trucks For Various City Departments From Sam Pack Auto Group Through An Inter-Local Agreement With State Of Texas In An Amount Not To Exceed \$98,494.00.**

**\*13. Consider Approval Of The Purchase Of Eight (8) Vehicles From Reliable Chevrolet Through An Inter-Local Agreement With Tarrant County In An Amount Not To Exceed \$261,168.03.**



**\*14. Consider Approval Of The Purchase Of One (1) Prisoner Transport Van For The Police Department From Silsbee Ford Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$48,592.25.**

**\*15. Consider Approval Of The Purchase Of One (1) Backhoe From Kubota Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$54,790.73.**

**\*16. Consider Approval Of The Purchase Of Carpet For Josey Ranch Lake Library And The Justice Center From Business Flooring Partners Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$326,182.08.**

**\*17. Consider Approval Of The Purchase Of Travel Services For The Carrollton Senior Center From Collette In An Amount Not To Exceed \$102,000.00.**

**\*18. Consider Approval Of The Purchase Of Two Prefab Restroom Facilities For Jimmy Porter And Martha Pointer Parks From Public Restroom Company Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$292,800.00.**

**\*19. Consider Approval Of The Purchase Of Six (6) Pieces Of Toro Golf Equipment From Professional Turf Products Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$237,004.00.**

**\*20. Consider Approval Of The Replacement Of Oak Hills Playground Surface By Synlawn Through An Inter-Local Agreement With BuyBoard In An Amount Not To Exceed \$79,900.00.**

**\*21. Consider Approval For The Purchase Of Upgraded Vehicle Exhaust Systems For Fire Stations One Through Eight From Air Cleaning Technologies Incorporated In An Amount Not To Exceed \$188,260.00.**

## **CONTRACTS & AGREEMENTS**

~~**\*22. Consider Authorizing The City Manager To Execute The First Amendment And Assignment Of An Economic Development Incentive Agreement With SC Switchyard, LLC For The Switchyard Project At 1199 North Broadway.**~~

## **RESOLUTIONS**

~~**\*23. Consider A Resolution Receiving The Preliminary Service And Assessment Plan And Assessment Roll And Calling A Public Hearing On The Preliminary Service And Assessment Plan And Assessment Roll For The Carrollton Castle Hills PID No. 2 Generally Located Near The Northwest Corner Of The Intersection Of Parker Road/FM 544 And Josey Lane.**~~

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

**\*22. Consider Authorizing The City Manager To Execute The First Amendment And Assignment Of An Economic Development Incentive Agreement With SC Switchyard, LLC For The Switchyard Project At 1199 North Broadway.**

**Deputy Mayor Pro Tem Babick moved approval of Item 22; second by Councilmember Blanscet.**

Councilmember Wilder stated he would vote against it stating this was another economic development incentive agreement where the other party has met their end of the agreement so was inclined to let it go.

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

**\*23. Consider A Resolution Receiving The Preliminary Service And Assessment Plan And Assessment Roll And Calling A Public Hearing On The Preliminary Service And Assessment Plan And Assessment Roll For The Carrollton Castle Hills PID No. 2 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 23; second by Deputy Mayor Pro Tem Babick.**

Councilmember Wilder stated he would vote against the item noting his disagreement with the PID approach.

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

## **PUBLIC FORUM**

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

Mayor Marchant explained that the Open Meetings Act does not allow the Council to hold discussion on an item that is not posed on the agenda and noting that neither immigration nor 287g was listed.

### **The following individuals spoke in favor of immigration and the 287g program:**

Janet Bertrand, 1515 Ranchview Lane; Denis Bertrand, 1515 Ranchview Lane; Peggy Stodola, 2311 Heatherwood Way; Austin Stroh, 2119 Via Estrada; Camille Johnson, 1910 Camden Way; Jim Bush, 4020 Windy Crest Circle; David Charles, 2112 Southmoor Drive; Tom Mayfield, 1805 Glengerry Drive; Jim Andrade, 1417 Caroline Place; Ron Branson, 1406 Charlotte Way; Unknown speaker; Diana Thompson, 2223 Belton Drive; Bob Dodge, 3919 Granberry Drive, Dallas.

### **The following individuals spoke against 287g:**

Berta Acosta, 1644 Blackstone Drive; Scott Cockrill, 2940 Furneaux Lane; Barbara Vibbert, 2417 Via del Sur; Nolan Adams, 2304 Lakeland Drive; Zul Mohamed, 1616 Bennington Drive; Unknown speaker; Jason Ferrer, 1815 Hood St; Victor Guierros, Carla Lemo, business owner; Andrew

Colleseo; Carolos Quintanilla; Unknown speaker; Unknown Speaker, Unknown speaker; Barbara Core; 1111 S Main Street; Evangelina Guzman, Carrollton Downs; Catherine Ressa, 3320 Delaford Drive.

**The following individuals submitted a card in support of 287g but did not wish to speak:**

Terry Bush, 4020 Windy Crest Circle; John Yarbrough, 2905 Cambridgeshire Drive; David Yarbrough, 2905 Cambridgeshire Drive; Matt Garrett, 2226 Arbor Crest; Ginger Hindman, 2226 Arbor Crest; Marcia Barnett, 1007 Wiltshire Drive.

Shirley Tarpley, 1507 Milam Way, spoke with concern regarding affordable housing.

Unknown speaker stated it was unfair for him to be considered a criminal because it is an immigrant. Michelle Beckley, 3206 Sugarbush Drive, read from a welcoming ordinance approved by Dallas County Commissioners that applies to 287g; Jim Camey asked how citizens would know when the City considers action on items such as 287g.

Mayor Marchant adjourned the meeting at 8:34 pm.

**ATTEST:**

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Laurie Garber, City Secretary

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Matthew Marchant, Mayor





# City of Carrollton

## Agenda Memo

File Number: 3209

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Bid/Purchases

**Agenda Number:** \*10.

**CC MEETING:** April 4, 2017

**DATE:** March 13, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Dwayne Bianco, Fleet and Facilities Director & Vince Priolo, Purchasing Manager

Consider Approval Of The Purchase Of One (1) Concrete Saw From Barnsco In An Amount Not To Exceed \$28,635.75.

### BACKGROUND:

Fleet Services is requesting the purchase of one (1) concrete saw from Barnsco. This unit will be retired per Fleet's policy on age and maintenance costs. Unit 8256 has been in service for over 4 years and has required \$24,665.61 in repairs. This saw is used by the Water Replacement Department for concrete cutting in streets and alleys across the city.

For competitive purposes quotes were requested from multiple vendors. Options for replacement were evaluated from Barnsco and ASCO. Staff recommends the Core Cut saw from Barnsco based on price, performance, and overall build quality.

Barnsco (71 Horsepower): \$28,635.75

ASCO 1 (50 HP): \$28,710.00

ASCO 2 (70HP): \$36,930.60

### FINANCIAL IMPLICATIONS:

The equipment will be purchased from budgeted funds from the accounts and amounts listed below.

ACCOUNT UNIT	ACCOUNT	BUDGET AMOUNT
Fleet Replacement	Mobile Equipment	\$28,635.75

### STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval to purchase one (1) concrete saw from Barnsco in the amount of \$28,635.75.





# City of Carrollton

## Agenda Memo

File Number: 3211

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**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Bid/Purchases

**Agenda Number:** \*11.

**CC MEETING:** April 4, 2017

**DATE:** March 17, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Vince Priolo, Purchasing Manager & Dwayne Bianco, Fleet & Facilities Director

Consider **Approval To Renew The Contract For Janitorial Services To CTJ Maintenance, Inc.** In An Amount Not To Exceed \$367,140.00 Annually.

### **BACKGROUND:**

Council approved the initial two-year contract for janitorial services with CTJ Maintenance, Inc. in April 2013 as well as the first renewal option in April 2015. The initial contract allows for two additional two-year renewals at the city's option. Staff is seeking council's authorization to exercise the second contract renewal option.

Services to be continued with this contract renewal include general janitorial services at the following facilities: City Hall, Hebron & Josey and Josey Ranch Lake Libraries, PD and Justice Center, Central and South Service Centers, Animal Shelter, Crosby and Rosemeade Recreation Centers, Senior Center, and other outlying facilities.

Historically, custodial service contracts have been very challenging. Quality services at competitive rates don't always align within this business sector. The industry is stricken with high turnover rates, poor business practices, and low profit margins. In 2013, the council approved terminating the existing contract with a different vendor after twelve months of poor performance and high customer complaints. The previous contract was not renewed after the initial two year term for similar performance issues. Transitioning through multiple vendors in such a short time frame can have very adverse effects on the cleanliness and appearance of our city facilities. This can lead to a very negative perception by staff and visitors alike.

Over the past four years, CTJ Maintenance has proven to be a reliable and responsive janitorial services provider who adheres to the basic tenets of the contract requirements. Regardless of the vendor, the success of the program relies on the vendors' ability to communicate effectively, manage operating costs, and respond to expectations on a daily basis. The performance of CTJ Maintenance has consistently been graded above average at our city facilities. A key to their

success has been their ability to respond quickly and resolve customer complaints in a timely manner.

In 2013, staff recommended CTJ Maintenance, Inc. as the best value vendor based on grading results in four categories; price, guaranteed hours, experience, and references. CTJ continues to perform criminal background checks on all employees that will be working at any Carrollton facility. Their employees must also meet the requirements stipulated with the United States Department of Justice Employment Eligibility Verification. CTJ Maintenance has agreed to maintain their current contract price through this two year renewal period.

**FINANCIAL IMPLICATIONS:**

The custodial services on bid # 13-005 will be purchased from budgeted funds for the cost center and amount as listed below.

ACCOUNTING UNIT	ACCOUNT	BUDGET AMOUNT
161001	61190 - Other Professional Services	\$ 367,140.00

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends exercising the second two-year renewal of the custodial service contract to CTJ Maintenance, Inc., in an amount not to exceed \$367,140 annually. This amount includes a supplementary amount of \$12,000.00 to cover changes in services during the course of the contract such as additional facilities that may be added, the need for additional day porter services, or changes in scope. Staff is requesting approval of additional funding now so as to negate the need to return with the request for funding at a later date. The requested annual amount not to exceed is \$367,140.00.





# City of Carrollton

## Agenda Memo

File Number: 3203

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*12.

**CC MEETING: April 4, 2017**

**DATE:** March 28, 2017

**TO:** Erin Rinehart, City Manager

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

Consider Authorizing The City Manager To Approve Contract Amendment #1 With Huitt-Zollars, Inc. For Design Modifications For Erosion Control On Indian Creek From Hebron Parkway To Immediately North Of The Indian Creek Golf Course For The Indian Creek 2 Project In The Amount Of \$9,000.00.

### BACKGROUND:

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

City Council passed the design contract with Huitt-Zollars on May 3, 2016 for \$174,575.00. They are about 80% complete with the design.

### FINANCIAL IMPLICATIONS:

An important aspect of the design of this project is securing permitting from both the state and federal governments. A significant task -- a cultural resources survey of the site -- is required to secure these permits. It was inadvertently left off the original scope of services. This will result in a \$9,000 increase in the design fee for the project.

### IMPACT ON COMMUNITY SUSTAINABILITY

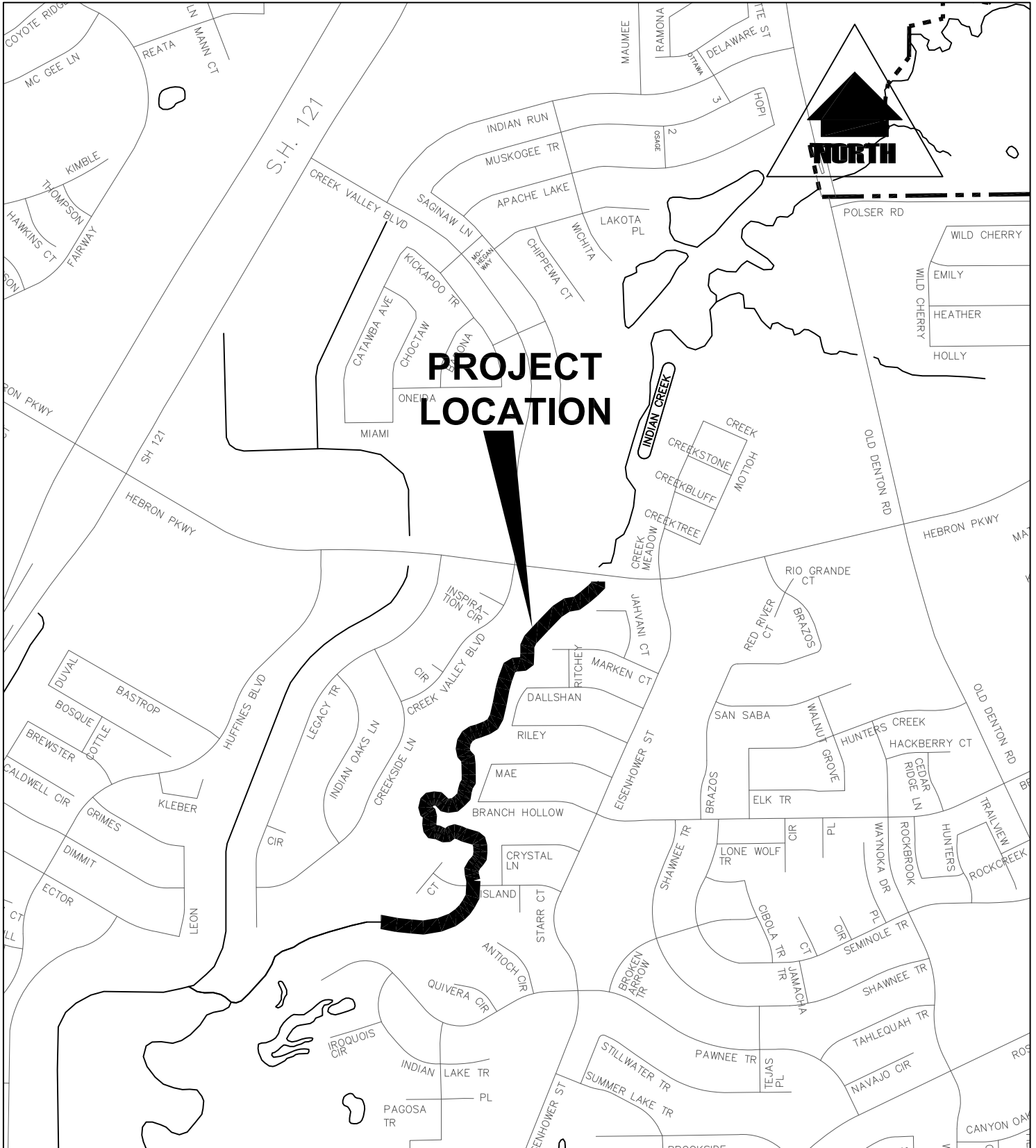
This project will contribute to community sustainability by:

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

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to approve contract amendment #1 with Huitt-Zollars, Inc. for design modifications for erosion control on Indian Creek in the amount of \$9,000.00.

# ATTACHMENT A



**CARROLLTON**  
TEXAS

*Where Connections Happen*

## INDIAN CREEK 2

SCALE: NTS DATE: 04-16

**ENGINEERING  
DEPARTMENT**

March 27, 2017

Mr. Michael G. McKay, P.E  
Civil Engineering Manager  
City of Carrollton  
1945 E. Jackson Road  
Carrollton, Texas 75006

RE: Addendum to Indian Creek Phase II Channel Improvements, Carrollton, Texas

Dear Mr. McKay:

Pursuant to our discussions, Huitt-Zollars, Inc. (HZ) is pleased to offer this Addendum for professional engineering and environmental permitting services for the Indian Creek Phase II Channel Improvements Contract, dated May 13, 2015. Our proposed Scope of Services associated with this addendum are outlined in detail as shown on "Exhibit A – Scope of Work Addendum" and our proposed lump sum fees associated with this addendum are as follows:

<u>Basic Services</u>	<u>Addendum</u>	<u>Previous Total</u>	<u>New Total</u>
	<u>(Lump Sum)</u>	<u>(Lump Sum)</u>	<u>(Lump Sum)</u>
A. Project Management		\$ 9,700.00	\$ 9,700.00
B. Data Collection & Verification		\$ 8,600.00	\$ 8,600.00
C. Surveying		\$ 1,300.00	\$ 1,300.00
D. Environmental Permitting	\$ 9,000.00	\$ 16,275.00	\$ 25,275.00
E. Geotechnical Investigation		\$ 11,900.00	\$ 11,900.00
F. Concept Design		\$ 33,800.00	\$ 33,800.00
G. Preliminary Design		\$ 33,480.00	\$ 33,480.00
H. Pre-Final Design		\$ 46,960.00	\$ 46,960.00
I. Final Design		\$ 8,160.00	\$ 8,160.00
<i>Total Basic Services Fee</i>	<i>\$ 9,000.00</i>	<i>\$ 170,175.00</i>	<i>\$ 179,175.00</i>
<u>Special Services</u>	<u>Addendum</u>	<u>Previous Total</u>	<u>New Total</u>
		<u>(T&amp;M + 5%)</u>	<u>(T&amp;M + 5%)</u>
A. Coordination with USACE		\$ 4,400.00	\$ 4,400.00
<i>Total Special Services Fee</i>	<i>\$ 0.00</i>	<i>\$ 4,400.00</i>	<i>\$ 4,400.00</i>
<b>TOTAL FEE</b>	<b>\$ 9,000.00</b>	<b>\$ 174,575.00</b>	<b>\$ 183,575.00</b>

All other Terms and Conditions of the original contract shall remain in effect.

Should this proposal meet with your approval, please sign this agreement and return one copy to our office so that we may begin work. Thank you for the opportunity to provide this proposal. Please do not hesitate to call if you have any questions.

Sincerely,

Accepted for the City of Carrollton

HUITT-ZOLLARS, INC.



Robert Armstrong, P.E., CFM  
Vice President



William E. Kallas, P.E.  
Vice President

## **Exhibit A – Scope of Work Addendum**

Task D, Environmental Permitting is appended with the following:

### **D.2 Phase 1 Cultural Resources Pedestrian Survey**

#### **REGULATORY FRAMEWORK**

The National Historic Preservation Act (NHPA) (16 U.S. Code [U.S.C.] 470) created the Advisory Council on Historic Preservation (ACHP), an independent Federal agency, to advise the President and Congress on matters involving historic preservation. The ACHP is authorized to review and comment on all actions licensed by the Federal government which will have an effect on properties listed in the National Register of Historic Places, or eligible for such listing. Specifically, Section 106 of the Act (16 U.S.C. 470(f)) requires that a Federal agency involved in a proposed project or activity is responsible for initiating and completing the review process. The agency must confer with the State Historic Preservation Officer (an official appointed in each State or territory to administer the National Historic Program) and the NHPA. Section 106 also encompasses significant properties, which have not yet been listed or formally determined to be eligible for listing. Federal actions include, but are not limited to, construction, rehabilitation, and repair projects, demolition, licenses, permits, loans, loan guarantees, grants, and Federal property transfers. The agency sponsoring of one of these activities is obligated to seek ACHP comments.

The Antiquities Code of Texas was passed in 1969. It requires that the Texas Historical Commission (THC) staff review any action that has the potential to disturb historic and archeological sites on public land. Actions that need review under the Antiquities Code of Texas include any construction program that takes place on land owned or controlled by a state agency or a state political subdivision, such as a city or a county. Projects that require review include: reservoirs constructed by river authorities and water districts; construction of recreational parks or the expansion of existing facilities by city governments; energy exploration by private companies on public land; and construction by a city or county government that exceeds five acres or 5,000 cubic yards, whichever comes first. If the activity occurs inside a designated historic district or affects a recorded archeological site, it needs to be reviewed, regardless of project size. As the City of Addison is an entity of the state, it is required to comply with the Texas Antiquities Code.

#### **Description of Services**

##### *Phase I Cultural Resources Pedestrian Survey*

##### Agency Coordination and Field Methodology Development

As the City of Carrollton is an entity of the state, it is required to comply with the Texas Antiquities Code. Secondly, if the project is authorized under a Section 404 of the Clean Water Act (CWA) Nationwide Permit (NWP), the project must also comply with the National Historic Preservation Act. Since the project will cause ground disturbance, there may or may not be

impacts to cultural resources. A survey has been requested by the U.S. Army Corps of Engineers (USACE) prior to them issuing a decision on the Section 404 permit and to ensure that there are no cultural resources in the vicinity of the proposed improvements to document compliance with the state and Federal requirements. This survey is particularly important due to the impacts to Indian Creek, which has not been surveyed for cultural resources in the past.

### Field Surveys

We will perform a Phase I intensive cultural resources (archaeological and historical) survey of the proposed work along Indian Creek. Since this project will be sponsored by the City of Carrollton, a Texas Antiquities Permit will be required. Services to be provided will include (1) obtaining a Texas Antiquities Permit, (2) performing preliminary research into previously recorded archaeological sites and previous cultural resources surveys in or adjacent to the area, and (3) completing a full pedestrian survey augmented by a series of judgmental shovel test units, for discovery of possible prehistoric artifacts, sites or features, and historic buildings or structures older than 50 years of age. Detailed notes and photographs will be taken of the current condition of the project location as well as any evidence of previous impacts and all current disturbances. All archeological investigations will follow the prescribed guidelines as set forth by the Council of Texas Archeologists and approved by the Texas Historical Commission for area surveys.

Due to the perennial nature of Indian Creek and well developed floodplain, the USACE has requested an investigation of deeply buried for the possibility of prehistoric artifacts. Backhoe trenches would average 5 meters (m) in length and up to 3m in depth. Depending on soil stability, when the trench has been excavated to a depth of approximately 4 feet, an Occupational Safety and Health Administration (OSHA) competent crew member will assess the stability of the trench. As necessary, once the stability of the trench has been deemed safe, the crew will collect data through soil screening, spoil pile hand screening, stratigraphic soil properties, profile map, and photographs. A representative sample from each stratigraphic layer will be screened through ¼ -inch wire mesh. The remaining excavated soil will be visually assessed as it is placed on the spoil pile. If cultural material is identified within a backhoe trench, a column sample will be collected. The column sample will be excavated in arbitrary 20cm levels to the base of the trench or sterile soil. If soil stability is low, the trench may be widened through benching and/or kept to a safe depth for recordation. After the trench has been recorded, the backhoe will continue to excavate deeper. During this stage, excavated dirt and trench walls will be monitored for any sign of cultural material. If cultural materials are observed, they will be recorded and an approximate depth will be documented. Once the trench has reached sterile soils, bedrock, or approaches the maximum depth the backhoe can safely excavate, the trench will be photographed, backfilled, and geospatially recorded using Trimble Geo XT handheld GPS. The exact placement and number of backhoe trenches is dependent on the ability to access a given trenching location. If portions of the project area containing high potential for deeply buried resources cannot be accessed, the area will be shovel tested and the cut banks of the nearest tributary will be hand scraped and visually inspected.

### Technical Report

Following completion of fieldwork, we will conduct analysis of any collected artifacts and sites encountered. IES will also begin drafting a technical report. The technical report will document the cultural and historical background search results, survey methods, and survey results. The

report will include NRHP eligibility and/or eligibility for designation as a State Antiquities Landmark (SAL) and the appropriate criteria under which the sites were evaluated. The report will contain supporting illustrations including maps and design plans. Tabular data, artifact inventories, photographs, and other supporting information will be appended. The report will include recommendations for further work or no further work with appropriate justifications based on the requirements of 36 CFR 800. The report will conform to the Council of Texas Archeologists (CTA) guidelines for cultural resources management reports (CTA 1992). Once reviewed by the client, the technical report will be submitted to the USACE Regulatory Archeologist and the SHPO, concurrently. The SHPO has a mandatory 30-day window to provide comments to the USACE.

#### **Information Furnished by City**

The City will provide any rights-of-entry necessary for completing the survey.

#### **SPECIAL CONDITIONS**

This scope of services only covers the project area described herein and does not provide for surveys of reroutes, alternate alignments, extensions, or expansions. If any changes are made to the project area, we reserve the right to change and resubmit a revised cost addendum.

The City is responsible for securing rights-of-entry (ROE) for the pedestrian survey for all portions of the project area prior to providing a notice to proceed with fieldwork. We reserve the right to alter the scope of services and cost if fieldwork becomes fragmented due to the lack of ROE.

If the project area contains cultural resource that is determined to be potentially eligible for listing on the NRHP, the resource will require avoidance. If avoidance is not practicable, additional fieldwork and coordination will be necessary to determine NRHP eligibility Phase II testing to determine NRHP eligibility. Costs of Phase II testing and Phase III mitigation services are not included as part of this proposal.





# City of Carrollton

## Agenda Memo

File Number: 3207

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*13.

**CC MEETING: April 4, 2017**

**DATE:** March 29, 2017

**TO:** Erin Rinehart, City Manager

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

Consider **Authorizing The City Manager To Approve A Professional Services Contract With Perkins+Will For The Carrollton Facilities Conceptual Bond Planning Study** In An Amount Not To Exceed \$40,000.00.

### **BACKGROUND:**

In preparation for the next Carrollton bond referendum at an unspecified date, the Engineering Department, in conjunction with other City departments, evaluates all city infrastructure and facilities for development of a potential bond projects list which will be presented to the Capital Improvements Program Advisory Committee (CIPAC) and the City Council. The Engineering Department utilizes a number of internal and external planning and estimating tools, including staff knowledge, software evaluation, citizen input, long-term master plans, etc. In the case of city facilities, staff has found it beneficial to initially identify a number of potential candidate projects, and then solicit the services of professional architectural and engineering consultants to assist in refinement and preparation of cost estimates. The scope of the professional services is not to provide building floor plans, but rather to identify major building components in development of an overall approximate size of a proposed new or renovated facility. Additionally, the study will assist in determinations of site feasibility and estimated overall project cost. Not only will the study benefit the city in development of more reasonable bond costs, but it will provide a basis for design if the referendum passes and the project is activated.

In the evaluation of a consultant for the study, such items as broad experience with multiple municipal projects, previous Carrollton work experience, firm location and size, and the proposed project manager were considered. It was the unanimous conclusion of Engineering staff that Perkins+Will is the most highly qualified provider for the Carrollton Facilities Conceptual Bond Planning Study. Perkins+Will has performed favorably on past Carrollton projects, and most recently, the Carrollton Police Headquarters facility.

### **FINANCIAL IMPLICATIONS:**

Perkins+Will has submitted a proposal to perform architectural and engineering consulting services for the study in an amount not to exceed \$40,000. This includes all professional consulting fees and reimbursables for up to six major candidate projects, plus a lower level of support for up to five intermediate size candidate projects.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will contribute to community sustainability by providing adequate planning for the next Carrollton bond program, and ensuring advanced project planning and reasonable cost control for the citizens of Carrollton.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to approve a professional consulting services contract with Perkins+Will for the Carrollton Facilities Conceptual Bond Planning Study, in an amount not to exceed \$40,000.

THE STATE OF TEXAS §

COUNTY OF DALLAS §

**Professional Services Contract**  
**with Perkins+Will, Inc.**

THIS CONTRACT is entered into on this 4th day of April, 2017, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as “City”), acting by and through its City Manager or his designee, and **Perkins+Will, Inc.** (“hereinafter referred to as “Consultant”) whose address is **10100 N Central Expressway, Suite 300, Dallas, TX 75231**

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for **PROFESSIONAL CONSULTING, ARCHITECTURAL AND ENGINEERING SERVICES**; and

WHEREAS, Consultant is a firm qualified to provide such services and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

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

**I.**

**Employment of Consultant**

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

## **II.**

### **Scope of Services**

Consultant shall perform such services as are necessary for **CARROLLTON FACILITIES CONCEPTUAL BOND PLANNING** specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

## **III.**

### **Payment for Services**

Total payment for services described herein shall be a sum not to exceed **FORTY THOUSAND and No/100 Dollars (\$40,000.00)**. This total payment for services includes Consultant's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

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

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

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

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions

of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### **IV.**

#### **Revisions of the Scope of Services**

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

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

#### **V.**

#### **Term**

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

#### **VI.**

#### **Contract Termination Provision**

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

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

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract. Consultant shall have no liability for claims, damages or expenses arising out of the City's reuse of the documents, not related to the Project, without the Consultant's involvement in such reuse.

**VIII.**  
**Insurance Requirements**

- A. Before commencing work, Consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City of Carrollton Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be provided to the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
  2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
  3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
  4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or

negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

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

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

## **IX.**

### **Right to Inspect Records**

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

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

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

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

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

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

**XII.**  
**INDEMNIFICATION**

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

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



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

Consultant shall indemnify the City for indemnified items shown above to the extent such damages or costs arise out of the negligent, acts, errors or omissions of Consultant or anyone for whom the Consultant is legally liable.

### **XIII. Independent Contractor**

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

### **XIV. Default**

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

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

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

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

#### **XV. Changes**

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

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

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

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

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

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

### **XVIII.**

#### **Mailing Address**

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

**Director of Engineering  
Engineering Department  
City of Carrollton  
Post Office Box 10535  
Carrollton, Texas 75011.**

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

**Phil Callison, Principal  
Perkins+Will, Inc.  
10100 N Central Expressway, Suite 300  
Dallas, TX 75231**

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

### **XIX.**

#### **Applicable Law**

The Contract is entered into subject to the Carrollton City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as

required in accordance with Consultant's income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.

**XX.**  
**Severability**

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

**XXI.**  
**Remedies**

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

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

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

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

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

**XXIV.**  
**Headings**

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

**XXV.**  
**Venue**

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

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

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

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

**CITY OF CARROLLTON**

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

Erin Rinehart

City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Cesar J. Molina, Jr. PE  
Director of Engineering

~~~~~  
**PERKINS+WILL, INC.**

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

Name: Phil Callison

Title: Principal

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

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2017, by \_\_\_\_\_ in his capacity as \_\_\_\_\_ of **Perkins+Will, Inc.**, a \_\_\_\_\_ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Perkins+Will, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

## **BOND ITEMS SCOPE VERIFICATION AND COST ESTIMATE**

### **SCOPE OF SERVICES**

1. **EXHIBIT.** This is an exhibit attached to, made a part of and incorporated by reference into the Agreement between CITY and UNDERSIGNED providing for Professional Services.
2. **DESCRIPTION OF PROJECT: Bond Items Scope Verification and Cost Estimate**
  - a. **General Description**
    1. Meetings with Capital Improvements Manager, Department Heads and appropriate staff for scope verification of six primary proposed bond projects within the City of Carrollton, Texas.
    2. Provision of major building/expansion components and/or conceptual site plans for five primary potential bond projects.
    3. Provision of cost estimates for six primary potential bond projects.
    4. Provision for supplementary cost estimates for additional bond projects previously scoped by city staff.
3. **LIST OF PROFESSIONAL SERVICES.** UNDERSIGNED shall provide or arrange for services to be provided as listed below and as further described in this exhibit. Perkins+Will will provide scope development, verification, sketches, and cost estimating for the following City of Carrollton potential primary projects:
  - a. Carrollton Jail Renovations
  - b. Crosby Recreation Center Renovations
  - c. Rosemeade Rainforest & Aquatics Center Renovations
  - d. Rosemeade Recreation Center Renovations
  - e. Fire Training Center Replacement with consideration for EOC
  - f. Central Services Renovations

Undersigned will provide scope verification and cost estimating for the following City of Carrollton potential projects previously scoped by city staff:

- a. City Hall paving, exterior lighting and accessibility improvements
- b. Perry Museum barn and restroom buildings
- c. Fire Station #5 interiors
- d. Fire Station #6 interiors
- e. General building assessments of other existing facilities as work authorizations.

**4. PROFESSIONAL SERVICES.** UNDERSIGNED shall prepare preliminary drawings, studies, estimates and other documents in the performance of Professional Services described below. The UNDERSIGNED shall be responsible for the coordination and management of all drawings and design documents relating to the UNDERSIGNED's design and used on the Project, regardless of whether such drawings and documents are prepared or performed by the UNDERSIGNED, by the UNDERSIGNED's consultants, or by others. The UNDERSIGNED shall be responsible for coordination and internal verification of all drawings including the accuracy of all dimensional and layout information contained therein. UNDERSIGNED in performance of their duties is also responsible that the related services comply with the City's General Design Standards, City Code of Ordinances, City landscape requirements, applicable state and federal laws, regulations and statutes and applicable industry standards.

- a. Scope Development & Verification.** Attend meetings with appropriate City staff for verification of the scope of proposed projects. Provide meeting minutes of each meeting. Determine the City's proposed budget for each project. Review proposed projects for general building code compliance and compliance with City of Carrollton ordinances. Determine the availability of utilities for each project based on utility information provided by the City.
- b. Building Components and Sketches.** Provide conceptual level planning to establish major building components and overall building size estimate along with



verification of site availability. Provide a proposed spatial relationship diagram for the project.

- c. Cost Estimates.** Provide preliminary estimate of probable construction cost for each of the items listed in paragraph 3 "List of Professional Services" above. Estimates are to reflect current construction costs. Coordinate estimates with City's proposed mark up and contingency for projected construction costs.
- d. General Building Assessments as necessary.** Assist the City in determining the general scope and feasibility of the proposed renovations and additions to additional facilities as requested as paid as Additional Services. Provide generalized construction costs associated with projected demolition and new construction for the purpose of determining the scope of the potential projects.
- e. Deliverables.** Final submittals will be presented in a single bound 8½" x 11" report format with individual sections and exhibits for each project site. Up to two each full size sheet (24"x36") exhibits will be made available of sketches and floor plans on request of the City. Final submittal shall be in three reproducible hard copy reports, accompanied by all files in their native electronic format (MS Word, MS Excel, AutoCAD, etc), AND electronic files of each report and exhibit in either tiff or Adobe Acrobat (pdf) format. Electronic copies shall be made available at any time during design upon request of the City in a format compatible with current releases of Microsoft Office products or AutoCAD.

**5. CITY RESPONSIBILITIES.** The CITY will provide information regarding objectives and requirements for the Project.

- a. The CITY will designate a single representative to act in its behalf, with respect to the Project who shall coordinate internal review of documents submitted by the UNDERSIGNED and, in accordance with Article II of the Agreement for Professional Services and to the extent allowed by law, shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the UNDERSIGNED'S services.

- b. The CITY agrees to report promptly in writing to the UNDERSIGNED any fault or defect in the UNDERSIGNED'S services or non-conformance with the provisions of this agreement.
- c. The CITY will provide UNDERSIGNED with CITY construction standards to include design details and specifications, and CITY review procedures, as may be required for this Project.
- d. The CITY will provide available electronic, prints or reproducible copies of other site conditions information if available in its files to include - CITY plans, base maps, zoning maps, legal descriptions, plats, subdivision and street plans, aerial photographs, topographic maps, utility locations, and the like as are related and significant to the performance of the Professional Services.
- e. The CITY's Project Representative will coordinate and process permits or approvals or studies that may be required by others with jurisdiction over this Project, except for those specifically the responsibility of UNDERSIGNED as stated above.
- f. CITY staff will be responsible for making all presentations to CITY Council, associated CITY boards or other public meetings.
- g. The CITY or its designee will be responsible for any issues related to development in the floodplain or for mitigating impacts any portions of this Project may have with regard to the floodplain. This responsibility includes any environmental, archeological or cultural studies or reports that may be required by the CITY or others. UNDERSIGNED will coordinate with the CITY or its designee with respect to the field earthwork balance that may be required to comply with the City's Floodplain Ordinance. The UNDERSIGNED shall design all improvements in a manner that avoids the import of soil or other fill material in the floodplain.
- h. The CITY will coordinate and establish the times for all meetings between the UNDERSIGNED and CITY staff. City agrees to combine and group required meetings in a manner that minimizes individual trips for the UNDERSIGNED.

**6. SCHEDULE & TIME FOR COMPLETION.** UNDERSIGNED agrees to complete and submit all work required by CITY as follows: Submit final reports, costs estimates and sketches described above to the CITY on or before May 15, 2017 unless otherwise approved by the Director of Engineering.

**7. POTENTIAL ADDITIONAL DESIGN SERVICES.** Additional services, new design or re-design as may be requested and may be performed for the convenience of the CITY shall be authorized in writing, and shall be performed with additional compensation for UNDERSIGNED. Additional services and compensation shall be as negotiated between UNDERSIGNED and CITY and agreed upon in a separate or supplemental agreement after authorization of the CITY staff or CITY Council of the CITY of Carrollton.

Potential additional design services may include:

Surveys, detailed record drawings of existing facilities, detailed complete building code analysis of existing buildings, exhaustive studies of existing building systems including but not limited to HVAC, electrical, plumbing, and structural.

**8.** UNDERSIGNED agrees that CITY may review any and all work performed by UNDERSIGNED on this Project.

**END OF EXHIBIT A**

**BOND ITEMS SCOPE VERIFICATION AND COST ESTIMATE**

**COMPENSATION**

1. This is an attachment to, made a part of and incorporated by reference into the Contract between CITY and CONSULTANT providing for Professional Services.
2. CONSULTANT will accomplish the work presented in Attachment A of this Contract. Payment for all services, consultants and expenses described in Attachment A shall be in the amount not to exceed **Forty Thousand Dollars and no cents (\$40,000.00)**, detailed as follows:

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| Potential Bond Items Scope Verification & Cost Estimate      | \$30,000        |
| Allowance: Additional Services                               | \$10,000        |
| <b>TOTAL FEE ALL SERVICES, CONSULTANTS AND REIMBURSABLES</b> | <b>\$40,000</b> |

*NOTE: The maximum overall fee established herein shall not be exceeded without prior written authorization from the CITY based on increased scope.*

3. The aforementioned fee includes allowances for optional items. The CONSULTANT agrees to only proceed with charges against these elements with the prior written approval of the CITY. Should these services be deemed unnecessary, the amounts listed will be deducted from the contract at the close of the Project.
4. CONSULTANT will invoice the CITY for the value of partially completed services, according to the services accomplished each month on a percent complete basis of each task in the overall project. Payments on account for basic services shall be made monthly within thirty (30) days of invoice. All invoices will be accompanied by a status report on all completed work.

**EXHIBIT B** to Agreement for Professional Services between the City of Carrollton, Texas (CITY) and Perkins+Will, Inc. (CONSULTANT), dated April 4, 2017.

5. The undertaking of CONSULTANT to perform professional services under this Contract extends only to those services specifically described herein. If, upon the request of the CITY, CONSULTANT agrees to perform additional services hereunder, the CITY shall pay CONSULTANT for the performance of such in accordance with Article IV (Revisions of the Scope of Services) of this contract. CONSULTANT agrees to submit a written opinion of probable costs for additional services. The CITY is only liable to pay for said services after agreeing in writing to pay the cost submitted in the opinion.

**END OF EXHIBIT B**





# City of Carrollton

## Agenda Memo

File Number: 3194

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**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** \*14.

**CC MEETING:** April 4, 2017

**DATE:** March 23, 2017

**TO:** Erin Rinehart, City Manager

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

Consider An **Ordinance Amending Chapter 31, The Comprehensive Fee Schedule, Effective May 1, 2017.**

### **BACKGROUND:**

Several years ago, in response to a significant increase in customer credit card payments, the City adopted a convenience of 3% of the transaction to cover the processing fees on those payments. Credit cards are the most expensive method for the City to receive payment and with many other payment options available, the City did not want to build credit card charges into the rates paid by all customers. This is a common practice among governments and with recent court decisions, are becoming more common among merchants. Library, Parks and Recreation, and Golf Course do not charge a convenience fee as their sales are more similar to a typical retail operation.

A significant factor in a customer's desire to pay by credit card is the rewards provided by the credit card issuer. Rewards cards typically charge the vendor more than non-rewards cards. Discount fees also vary significantly by individual card issuer, the service category being paid for, whether the card is present and many other factors. A recent analysis of costs by city staff shows that processing fees have decreased from 3% to approximately 2% of payment amounts. Thus, staff made a recommendation to the Council Finance Committee to reduce the convenience fee to 2%.

The attached ordinance amends section 31.01 (A) of Chapter 31, The Comprehensive Fee Schedule reducing the credit/debit card convenience fees from 3% to 2% of transaction amounts.

### **FINANCIAL IMPLICATIONS:**

This change in the fee provides for cost recovery of credit/debit card processing fees.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends Council approve the ordinance amending Chapter 31, the Comprehensive Fee Schedule May 1, 2017.



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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AMENDING SECTION 31.01 (A) OR CHAPTER 31, THE COMPREHENSIVE FEE SCHEDULE OF THE CARROLLTON CITY CODE; CONTAINING A SAVINGS CLAUSE AND A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF MAY 1, 2017.

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

**SECTION 1**

Section 31.01 (A) of Chapter 31, The Comprehensive Fee Schedule, of Title III, Administration, of the Carrollton Code of Ordinances is amended to read as follows:

**Sec. 31.01. Establishment of fees for city services.**

(A) ***General fees.***

(1) *General returned check, credit card and debit card fees:* .....\$35.00

(2) *Fidelity Express returned check fees:* .....\$38.50

Checks, drafts or instruments tendered to the city for amounts owed to the city which are returned unpaid through the city depository as uncollected funds (excluding any occurrence resulting from any documentable depository error or omission).

(3) *Collection agency fees:* .....\$10.00

Receivables owed to the city by individuals and businesses for over 60 days and for which two notices of amounts owed have been sent may be assigned to an outside agency for collection.

(4) *Credit/debit card convenience fees, per transaction:* ..... 2% of transaction

Convenience fee and a \$5.00 transaction minimum to be assessed on all transactions except for those for Library and Parks and Recreation

(5) *Charges for providing copies of public information:*

Not to exceed charges as set by the State of Texas.

(6) *After-hours services (per hour):* .....\$40.00

Services performed outside normal business hours are billed per employee per hour with a two (2) hour minimum charge. Equipment and materials are billed at normal hourly rates.

(7) *After-hours Administration Fee* .....\$25.00

Administrative fee assessed for processing charges for after-hours services

## **SECTION 2**

All Ordinances or parts of Ordinances inconsistent or in conflict with this Ordinance shall be and are hereby repealed.

## **SECTION 3**

Save and except as amended by this Ordinance, all other Ordinances of the City of Carrollton, Texas shall remain in full force and effect.

## **SECTION 4**

The provisions of this Ordinance are severable in accordance with Section 10.07 of the Code of Ordinance, City of Carrollton, Texas.

## **SECTION 5**

This ordinance shall take effect from and after May 1, 2017.

**PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF APRIL 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:**

\_\_\_\_\_  
Robert B. Scott, Assistant City Manager



# City of Carrollton

## Agenda Memo

File Number: 3189

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*15.

**CC MEETING:** April 4, 2017

**DATE:** March 20, 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 Local Project Advance Funding Agreement With The Texas Department Of Transportation To Construct A Drainage Culvert Under The IH-35E Northbound Frontage Road At Vandergriff Drive In The Amount Of \$441,873.25; And Providing An Effective Date.

### BACKGROUND:

In July 2014, City Council authorized the design contract for Downtown box culverts from just east of Broadway on Vandergriff to IH-35E. This was a continuation of the drainage system installed as part of the Union Square project and replacement of an old, undersized box culvert. A change order for \$17,800 was authorized by Council in September, 2015 to address additional subsurface exploration to locate franchise utility lines on Vandergriff and add sidewalk along Broadway between Vandergriff and 5th Street.

Initially, staff assumed that the construction of the Vandergriff section of the box culverts would coincide with the construction of the IH-35E section with which it connects. As the construction phasing of IH-35E became more clear and defined, it became apparent that access to the Downtown area will be restricted with Belt Line Road, the IH-35E frontage road and Vandergriff (which impacts Elm Street and Broadway). By delaying the construction of the drainage structures on Vandergriff, mobility is improved in the Downtown area by providing reasonable routes around the IH-35E/Belt Line construction activities. A second change order dated May, 2016 for \$56,430.00 authorized the consultant to proceed with design changes to allow the de-coupling of the TxDOT portion of the drainage improvements with the City's Vandergriff project.

A number of modifications are required to accommodate the delay of the Vandergriff project. These include construction of the box culverts a distance up Vandergriff to facilitate grade changes to the frontage road. A large box structure is required where the new pipe meets the existing pipe. This allows the current piping to remain in service until the City project routes

flow into the new pipe system. Since this project will be installing some pipe that was originally anticipated for the Vandergriff project, the construction cost of the City's project will be reduced somewhat. Unfortunately, a major cost of this option, the box at the existing pipes, would not be required without the phasing of the project.

TxDOT's contractor has submitted a bid of \$441,873.25 to build a junction box under the IH-35E frontage road and to extend the three 9' x 4' box culverts under Vandergriff by a distance of about 100 feet. About \$150,000 of this cost is for box culverts that would have originally been part of the City's project.

**FINANCIAL IMPLICATIONS:**

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

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will contribute to community sustainability by:

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

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to enter into an agreement with TxDOT to fund drainage improvements at a cost of \$441,873.25.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO CONSTRUCT A DRAINAGE CULVERT UNDER THE I-35E NORTHBOUND FRONTAGE ROAD AT VANDERGRIFF DRIVE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Transportation (TxDOT) is reconstructing I-35E in Carrollton including the reconstruction of the I-35E northbound frontage road; and

**WHEREAS**, the City of Carrollton has requested additional storm drainage capacity under the I-35E frontage road at Vandergriff Drive; and

**WHEREAS**, TxDOT requires local agencies to fund the cost of additional storm drainage capacity.

**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 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 Council of the City of Carrollton hereby authorizes the City Manager or designee to execute a Local Project Advance Funding Agreement with TxDOT, in a form to be approved by the City Attorney, for the construction of a drainage culvert under the I-35E northbound frontage road at Vandergriff Drive for which the City of Carrollton will provide local funds in an amount not to exceed \$441,873.25.

**SECTION 3:**

The City Manager 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 this 4th day of April, 2017.**

City of Carrollton, Texas

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

**ATTEST:**

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

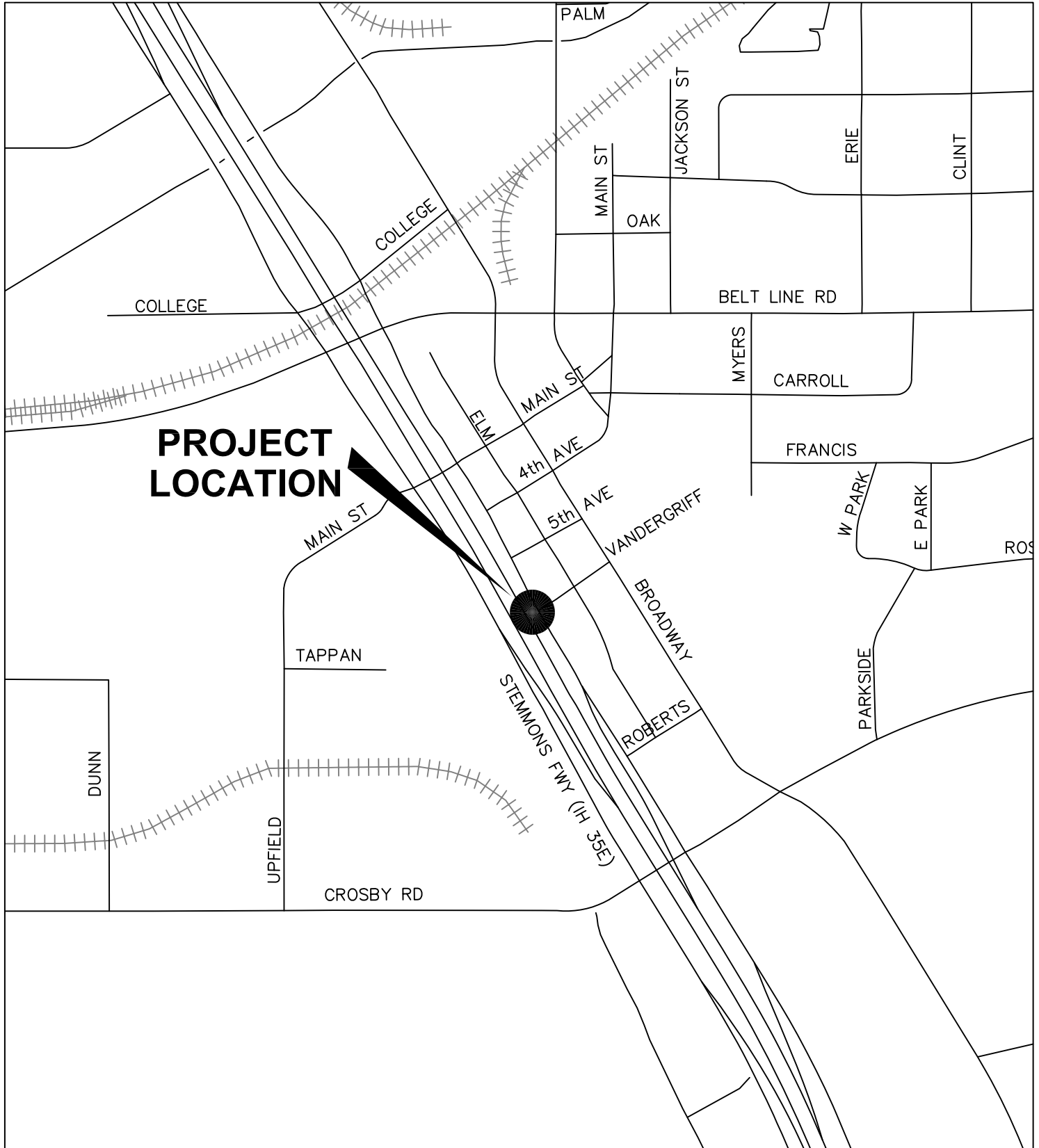
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

# ATTACHMENT A



**PROJECT  
LOCATION**



## DOWNTOWN DRAINAGE IMPROVEMENTS



SCALE: NTS DATE: 03-17

**ENGINEERING DEPARTMENT**

CSJ #: 0196-03-240  
District #: 18-Dallas  
Code Chart 64 #: 07400  
Project: IH 35E  
Limits: at Belt Line Road  
County: Denton

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR  
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH  
ON SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of Carrollton, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, the Texas Transportation Code Chapter 223 authorizes design-build contracts with private entities for the design, construction, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a highway project; and

**WHEREAS**, the Texas Transportation Commission (the Commission) passed Minute Order Number 113398 dated December 13, 2012 designates the IH 35E Managed Lanes Project in Denton County as a design-build project; and

**WHEREAS**, Texas Transportation Commission Minute Order Number 113319 authorizes the State to undertake and complete a highway improvement generally described as grade separation of frontage roads with Dallas Area Rapid Transit (DART) railroad on IH 35E at Belt Line Road in Denton County.

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of a temporary tie-in to the existing roadway facility under the parking lot at Northbound Frontage Road Sta.735+00 and extend the limits of the new 9 feet by 4 feet box culvert to the pavement reconstruction limit on Vandergriff Street in the City of Carrollton, called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

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



CSJ #: 0196-03-240  
District #: 18-Dallas  
Code Chart 64 #: 07400  
Project: IH 35E  
Limits: at Belt Line Road  
County: Denton

## **AGREEMENT**

### **1. Time Period Covered**

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

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

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

### **3. Payment of Funds**

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

### **4. Right of Access**

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

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

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

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

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

### **7. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by

CSJ #: 0196-03-240  
District #: 18-Dallas  
Code Chart 64 #: 07400  
Project: IH 35E  
Limits: at Belt Line Road  
County: Denton

hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

**9. Increased Cost**

Increased cost will be under the conditions as provided in Attachment A, Payment Provision and Work Responsibilities of this agreement.

**10. Maintenance**

Project maintenance will be under the conditions as provided in Attachment A, Payment Provision and Work Responsibilities of this agreement.

**11. Termination**

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**12. Notices**

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

| <b>Local Government:</b>                                                                     | <b>State:</b>                                                                                                                |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| City Manager<br>City of Carrollton<br>1945 East Jackson Road<br>Carrollton, Texas 75011-0535 | Director of Contract Services<br>Texas Department of Transportation<br>125 E. 11 <sup>th</sup> Street<br>Austin, Texas 78701 |

**13. Successors and Assigns**

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

**14. Amendments**

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**15. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement.

CSJ #: 0196-03-240  
District #: 18-Dallas  
Code Chart 64 #: 07400  
Project: IH 35E  
Limits: at Belt Line Road  
County: Denton

Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**16. State Auditor**

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

**17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**18. Signatory Warranty**

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

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

**THE LOCAL GOVERNMENT – CITY OF CARROLLTON**

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

**THE STATE OF TEXAS**

By: \_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

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

CSJ #: 0196-03-240  
 District #: 18-Dallas  
 Code Chart 64 #: 07400  
 Project: IH 35E  
 Limits: at Belt Line Road  
 County: Denton

## Attachment A

### PAYMENT PROVISION AND WORK RESPONSIBILITIES

Costs will be allocated based on the Local Government's fixed contribution in the amount of **\$441,873.25** to the State for the State to construct a temporary tie-in to the existing roadway facility under the parking lot at Northbound Frontage Road Sta.735+00 and extend the limits of the new 9 feet by 4 feet box culvert to the pavement reconstruction limit on Vandergriff Street in the City of Carrollton. The State will then be responsible for the cost overruns for the Project.

The Project cost is to be as follows:

| DESCRIPTION                     | TOTAL<br>ESTIMATED<br>COST | FEDERAL<br>PARTICIPATION |            | STATE<br>PARTICIPATION |            | LOCAL<br>PARTICIPATION |                     |
|---------------------------------|----------------------------|--------------------------|------------|------------------------|------------|------------------------|---------------------|
| Construction (by State)         | \$386,050.37               | 0%                       | \$0        | 0%                     | \$0        | Fixed                  | \$386,050.37        |
| Direct State Cost – CST @ 9.19% | \$35,478.03                | 0%                       | \$0        | 0%                     | \$0        | Fixed                  | \$35,478.03         |
| Indirect State Cost @ 5.27%     | \$20,344.85                | 0%                       | \$0        | 0%                     | \$0        | Fixed                  | \$20,344.85         |
| <b>TOTAL</b>                    | <b>\$441,873.25</b>        |                          | <b>\$0</b> |                        | <b>\$0</b> | <b>(fixed)</b>         | <b>\$441,873.25</b> |

Total Local Government participation = **\$441,873.25 (fixed)**

Payment by the Local Government to the State upon full execution of this agreement: **\$441,873.25 (fixed)**

Total payment by the Local Government to the State: **\$441,873.25 (fixed)**

The total amount of Local Government participation shall not exceed the amount appearing above.

#### Project Maintenance by the Local Government

Upon completion of the Project by the State, the Local Government will assume responsibility for the cost and overruns associated with the maintenance of the Project to include the repair, replacement, repainting and/or other required or needed maintenance work to include the temporary tie-in to the existing roadway facility under the parking lot at Northbound Frontage Road Sta.735+00 and extend the limits of the new 9 feet by 4 feet box culvert to the pavement reconstruction limit on Vandergriff Street in the City of Carrollton.

Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

#### Increase Cost

The total amount of Local Government participation, including the State's direct and indirect costs, for the State to construct a temporary tie-in to the existing roadway facility under the parking lot at Northbound Frontage Road Sta.735+00 and extend the limits of the new 9 feet by 4 feet box culvert to the pavement reconstruction limit on Vandergriff Street in the City of Carrollton shall not exceed the Local Government fixed contribution. The State will be responsible for the Project cost overruns.

#### Construction

The State is responsible to ensure that all construction items of work for the Project are completed in accordance with the approved plans and specifications.



# City of Carrollton

## Agenda Memo

File Number: 3205

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*16.

**CC MEETING:** April 4, 2017

**DATE:** March 27, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Ravi Shah, Director of Development Services  
Krystle Nelinson, Development Program Manager

Consider A **Resolution Authorizing The City Manager To Negotiate And Execute An Economic Development Incentive Agreement With Josey Trinity Plaza, Ltd. At 2540 North Josey Lane, 1910 East Trinity Mills Road And 2510 North Josey Lane** In An Amount Not To Exceed \$208,000.00.

### **BACKGROUND:**

The Weitzman Group has requested a grant incentive for the renovation of 2540 North Josey Lane, 1910 East Trinity Mills Road and 2510 North Josey Lane, which is located at the southeast corner of Josey Lane and PGBT. The property is known as the Trinity Plaza Shopping Center. Staff has been working with the Weitzman Group to upgrade the exterior finishes, landscaping, lighting, parking lot and signage of the nearly 59,438 square-foot retail strip center.

The improvement construction value is approximately \$3,600,000, which includes façade and site improvements, tenant remodels and monument sign upgrades. This will include the demolition and reconstruction of the northern tenant space of nearly 6,905 square feet which fronts PGBT. The conceptual rendering of the proposed shopping center improvements includes landscaping, lighting, parking lot renovation, signage, and demolition and reconstruction of the northern portion of the main building for a new restaurant space with a patio. Café Brazil will remain in its current location with façade improvements similar to the enhancements of the main building.

### **FINANCIAL IMPLICATIONS:**

By recommendation of the City Council Re-Development Sub-Committee, the property owner is eligible for a grant not to exceed \$208,000. In accordance with the Retail Rehabilitation Grant Program, the grant is receipt-reimbursement based. Funding is available in the General Fund account for the Retail Rehabilitation Program.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

In accordance with the Economic Development plan of enhancing the tax base through redevelopment, this project meets all criteria. The redevelopment of this building will generate additional tax revenue and enhance the economic viability of the surrounding area.

**STAFF RECOMMENDATION/ACTION DESIRED:**

The Re-Development Sub-Committee unanimously recommended approval of this grant at the November 15, 2016 meeting. Staff recommends City Council approval of a resolution authorizing the City Manager to negotiate and execute an economic development incentive agreement with Josey Trinity Plaza, Ltd. for the Trinity Plaza Shopping Center in an amount not to exceed \$208,000.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY AND JOSEY TRINITY PLAZA, LTD., ESTABLISHING A PROGRAM OF GRANTS IN AMOUNTS NOT TO EXCEED \$208,000 FOR 2540 NORTH JOSEY LANE, 1910 EAST TRINITY MILLS ROAD, AND 2510 NORTH JOSEY LANE TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Carrollton, Texas (“City Council”), has authority to reduce blight in order to protect the health, safety and welfare of the residents of the City of Carrollton, Texas (“City”); and

**WHEREAS**, the City Council has taken steps towards reducing blight along the City’s major thoroughfares; and

**WHEREAS**, the Retail Redevelopment and Rehabilitation of Aging and Underutilized Retail Facilities Program was adopted in 2007 due to the significant number of retail shopping centers and other retail facilities in Carrollton that were built prior to 1987 and were not conducive to new retail concepts, exhibited aging appearances, or had obsolete signage and building designs; and

**WHEREAS**, Trinity Plaza – located at 2540 North Josey Lane, 1910 East Trinity Mills Road, and 2510 North Josey Lane – is an aging retail facility located along one of the City’s major thoroughfares; and

**WHEREAS**, Josey Trinity Plaza, Ltd. (“Owner”) plans to renovate the interior and exterior for the facility; and

**WHEREAS**, the City Council has been presented a grant request by the Owner to establish a program of grants in an amount not to exceed \$208,000 for the redevelopment of 2540 North Josey Lane, 1910 East Trinity Mills, and 2510 North Josey Lane, in order to promote local economic development and stimulate business and commercial activity within the City in accordance with the City’s Retail Redevelopment and Rehabilitation of Aging and Underutilized Retail Facilities Program; and

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

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

**SECTION 1.**

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

**SECTION 2.**

The requested terms and conditions of a proposed economic development agreement with Josey Trinity Plaza, Ltd. having been reviewed by the City Council, and found to be acceptable and in the best interests of the City and its citizens, are hereby in all things approved.

**SECTION 3.**

The City Manager is hereby authorized to negotiate and execute an economic development 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, but not to exceed \$208,000.

**SECTION 4.**

This Resolution shall take effect upon passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 4th day of April, 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



## Location Map

Addresses: 2540 North Josey Lane, 1910 East Trinity Mills Road and 2510 North Josey Lane



Trinity Plaza  
SEC Josey Lane & Highway 190

Before



After





# City of Carrollton

## Agenda Memo

File Number: 3190

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**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*17.

**CC MEETING:** April 4, 2017

**DATE:** March 21, 2017

**TO:** Erin Rinehart, City Manager

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

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

### **BACKGROUND:**

As Library Board member Candace Morgan had to step down, there is now a vacancy on the Board. Attached are applications of those interested in serving.

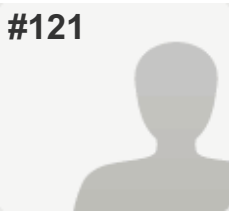
### **STAFF RECOMMENDATION/ACTION DESIRED:**

Staff requests that Council select a member to serve and recommends approval of the attached Resolution appointing a member to the Library Board.

| LIBRARY BOARD<br>Current Members           |                 |                      | 2016-2017 |
|--------------------------------------------|-----------------|----------------------|-----------|
| Name                                       | First Appointed | Current Term Expires |           |
| <b>Gretchen Biery</b><br>(first term)      | October 2015    | October 2017         |           |
| <b>Lisa Smith</b><br>(first term)          | October 2016    | October 2018         |           |
| <b>Duane Lopez</b><br>(first term)         | October 2016    | October 2018         |           |
| <b>Thomas Bolger</b><br>(first term)       | October 2016    | October 2018         |           |
| <b>Randal Bottoms</b><br>(first term)      | October 2016    | October 2018         |           |
| <b>Angela Batiste</b><br>(first term)      | October 2016    | October 2018         |           |
| <b>Amber Lasseigne</b><br>(first term)     | October 2015    | October 2017         |           |
| <b>Candace Morgan</b><br>(first term)      | October 2015    | October 2017         |           |
| <b>Molly De Los Santos</b><br>(first term) | February 2017   | February 2019        |           |



#121



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Wednesday, February 08, 2017 10:33:49 AM

**Last Modified:** Wednesday, February 08, 2017 11:09:33 AM

**Time Spent:** 00:35:43

**IP Address:** 32.97.110.59

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                         |
|-----------------------------|-------------------------|
| Name:                       | Austin Stroh            |
| Street Address:             | 2119 Via Estrada        |
| City, State & Zip:          | Carrollton, Texas 75006 |
| Phone Number (Day & Night): | 724-889-6782            |
| Years Lived in Carrollton:  | 7                       |
| Email Address:              | austin.stroh@gmail.com  |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                                  |
|-------------|----------------------------------|
| 1st Choice: | Neighborhood Advisory Commission |
| 2nd Choice: | Parks and Recreation Board       |
| 3rd Choice: | Property Standards Board         |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

N/A

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

No

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

Being civic minded, natural leader who enjoys research has built a wealth of knowledge across infrastructure, environmental, economic, legal, and statistical areas.

I may not be an SME at first joining a board, but have a passion for improving our community which will lead to quick development of the appropriate knowledge sets.

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

The location of Carrollton allows its residents to quickly access to most greater Dallas area points of interest while being in a low crime rate suburban environment.

The community is also interested in developing more destination based events and attractions.

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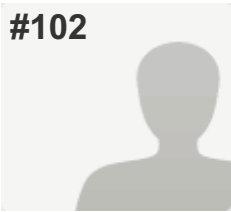
**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Along with the development above, the various events and offerings of Carrollton need to be promoted more within social media.

Carrollton also lacks destination dining, destination use of the green belt, and destination child entertainment centers.

---

#102



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Thursday, September 29, 2016 11:11:46 AM

**Last Modified:** Thursday, September 29, 2016 11:23:29 AM

**Time Spent:** 00:11:43

**IP Address:** 47.186.133.217

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                         |
|-----------------------------|-------------------------|
| Name:                       | Charae Swanson Wheatley |
| Street Address:             | 2317 Greenhill Drive    |
| City, State & Zip:          | Carrollton, Tx 75006    |
| Phone Number (Day & Night): | 214-418-4276            |
| Years Lived in Carrollton:  | 11                      |
| Email Address:              | Cswanson78@msn.com      |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                            |
|-------------|----------------------------|
| 1st Choice: | Property standards board   |
| 2nd Choice: | Library Board              |
| 3rd Choice: | Parks and Recreation Board |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

Charae Swanson Wheatley

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

No

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

I have over 16 years working with corporations in the DFW area specializing in business analysis.

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

Centralized location with the opportunity for economic growth and development.

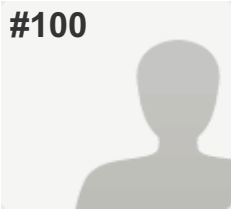
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**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Diversity in council positions. Capital improvements in the higher end areas with older areas lacking improvement.

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#100



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Monday, September 26, 2016 11:48:27 AM

**Last Modified:** Monday, September 26, 2016 12:05:14 PM

**Time Spent:** 00:16:46

**IP Address:** 108.19.113.243

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                            |
|-----------------------------|----------------------------|
| Name:                       | Elizabeth Blake-Hedges     |
| Street Address:             | 1817 Dew Valley Drive      |
| City, State & Zip:          | Carrollton                 |
| Phone Number (Day & Night): | 9728211454                 |
| Years Lived in Carrollton:  | 19                         |
| Email Address:              | eblakehedges@earthlink.net |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                     |
|-------------|---------------------|
| 1st Choice: | Library             |
| 2nd Choice: | Planning and Zoning |
| 3rd Choice: | Parks and Rec       |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

N/A

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

No

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

I'm a Real Estate Paralegal with 10 years of experience, a paralegal certificate and degree. I'm also an avid reader with ideas on how to increase attendance at the libraries. And I have a theater and public speaking background as well, and like to promote youth participation in those areas in both the Library and Parks and Rec fields.

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

It's a big city with a small town feel: more easygoing, less snobby, and less expensive than surrounding areas; road improvements seem to be prescient and personally I like those new signs throughout the city.

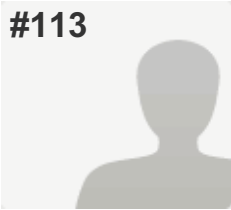
---

**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Not as many public amenities as other cities in the Metroplex (e.g. indoor pools, bike trails) and although the road improvements are oftentimes done before there's a huge problem, they have been redone more than once. This implied to me that they weren't done right the first time, which is a waste of time, money and resources. A stretch of Josey Lane by my neighborhood is a good example; it's been reworked three times at least since we've lived here.

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#113



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Wednesday, January 04, 2017 5:38:02 AM

**Last Modified:** Wednesday, January 04, 2017 5:46:26 AM

**Time Spent:** 00:08:23

**IP Address:** 47.188.102.179

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                         |
|-----------------------------|-------------------------|
| Name:                       | JERRY PATTERSON         |
| Street Address:             | 2246 VALLEY MILL        |
| City, State & Zip:          | CARROLLTON, TEXAS 75006 |
| Phone Number (Day & Night): | 972-416-7673            |
| Years Lived in Carrollton:  | 37                      |
| Email Address:              | bozo0414@yahoo.com      |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                      |
|-------------|----------------------|
| 1st Choice: | PLANING AND ZONING   |
| 2nd Choice: | PARKS AND RECREATION |
| 3rd Choice: | LIBRARY              |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

BOARD OF ZONING ADJUSTMENT 1990-1993

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

NO

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

ACCOUNTING DEGREE, RETIRED, NO CONFLICT OF INTEREST

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**Q6: What do you perceive to be Carrollton's two greatest strengths?**

POLICE AND FIRE

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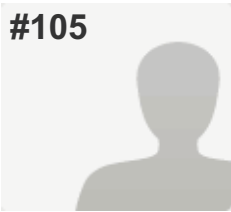
**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

TRAFFIC LIGHT CONTROL

---



#105



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Thursday, October 20, 2016 9:35:25 AM

**Last Modified:** Thursday, October 20, 2016 9:54:35 AM

**Time Spent:** 00:19:10

**IP Address:** 47.184.38.36

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                        |
|-----------------------------|------------------------|
| Name:                       | Karim Kajani           |
| Street Address:             | 3836 Leon drive        |
| City, State & Zip:          | Carrollton TX 75010    |
| Phone Number (Day & Night): | 972-939-8152           |
| Years Lived in Carrollton:  | 18 years               |
| Email Address:              | Kajani786 @hotmail.com |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                       |
|-------------|-----------------------|
| 1st Choice: | Board member, Library |
| 2nd Choice: | Fire&police           |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

Teacher.Dallas Isd, Adjunct faculty (retired).  
Substitute Teacher Carrollton and Coppell Isd since 2012-current

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

No

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**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

TX certified teacher. Business Administration London, England. In education field for 15 years. I donot have any or never had personal relationships with city.

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

Diversity and opportunities.

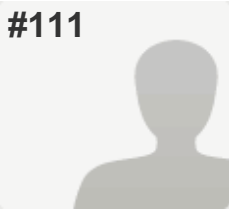
---

**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Providing satellite libraries to cater for people are unable to access the services. More recreation centers to fulfill the needs of growing population.

---

#111



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Tuesday, December 20, 2016 9:50:33 PM

**Last Modified:** Tuesday, December 20, 2016 10:00:36 PM

**Time Spent:** 00:10:02

**IP Address:** 47.184.63.84

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                          |
|-----------------------------|--------------------------|
| Name:                       | Melissa Shadowens        |
| Street Address:             | 4645 Plano Parkway #9105 |
| City, State & Zip:          | Carrollton, TX 75010     |
| Phone Number (Day & Night): | 214-636-7051             |
| Years Lived in Carrollton:  | 1                        |
| Email Address:              | Melperez81@gmail.com     |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                    |
|-------------|--------------------|
| 1st Choice: | Library            |
| 2nd Choice: | Parks & Recreation |
| 3rd Choice: | Museum             |

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**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

n/a

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**Q4: Are you currently holding any public office or appointment? If so, what?**

N/A

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

Library Manager for Plano Public Library System since 2012; Served as a member of the new Cultural Arts Commission for the Town of Flower Mound; 13 years of experience in public and private sectors of libraries; Masters of Library Science degree from UNT (C/O 2007)

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

Diversity of population and Location.

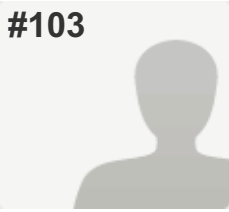
---

**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Minimum revitalization of the community and minimum positive coverage in the news/media

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#103



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Saturday, October 01, 2016 12:56:46 PM

**Last Modified:** Saturday, October 01, 2016 1:07:28 PM

**Time Spent:** 00:10:42

**IP Address:** 71.170.115.218

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                               |
|-----------------------------|-------------------------------|
| Name:                       | Selex Thomas                  |
| Street Address:             | 1930 E. Hebron PKWY. apt. 202 |
| City, State & Zip:          | Carrollton, TX 75007          |
| Phone Number (Day & Night): | 4693006820                    |
| Years Lived in Carrollton:  | Almost 6                      |
| Email Address:              | selexmathew@gmail.com         |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |         |
|-------------|---------|
| 1st Choice: | Library |
| 2nd Choice: | Museum  |
| 3rd Choice: | Park    |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

N/A

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

No

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

Good with people and computers. Open-minded.

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

Great Accessibility. Great Schools.

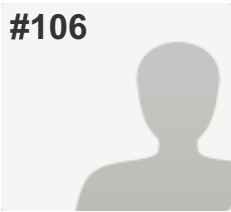
---

**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Attractions, and some insect problems.

---

#106



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Sunday, November 06, 2016 7:32:32 PM

**Last Modified:** Sunday, November 06, 2016 7:49:01 PM

**Time Spent:** 00:16:28

**IP Address:** 70.119.185.22

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                      |
|-----------------------------|----------------------|
| Name:                       | Stacey McCoy         |
| Street Address:             | 3222 Delaford Drive  |
| City, State & Zip:          | Carrollton, TX 75007 |
| Phone Number (Day & Night): | 314-323-6726         |
| Years Lived in Carrollton:  | 6 1/2                |
| Email Address:              | staceyp79@gmail.com  |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                      |
|-------------|----------------------|
| 1st Choice: | Parks and Recreation |
| 2nd Choice: | Library              |
| 3rd Choice: | Museum               |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

none

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

none

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

I am interested in getting more involved with the community and showing my son more about how local government works. I have no conflicts of interest.

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

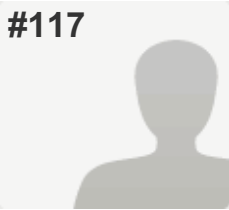
1. An excellent area at Rosemeade Rec center including outdoor pool and dog park
2. Great libraries

---

**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

1. Too much construction on the roads that seems to last for a very long time that don't seem to help traffic patterns when they are completed
  2. odd start/end times of schools
-

#117



**COMPLETE**

**Collector:** Web Link 1 (Web Link)

**Started:** Wednesday, January 25, 2017 10:39:43 PM

**Last Modified:** Wednesday, January 25, 2017 10:48:50 PM

**Time Spent:** 00:09:07

**IP Address:** 70.119.138.242

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**PAGE 4: Application**

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**Q1: Candidate Information**

|                             |                         |
|-----------------------------|-------------------------|
| Name:                       | Eric Hagen              |
| Street Address:             | 2920 Hunter's Point Ln  |
| City, State & Zip:          | Carrollton, Texas 75007 |
| Phone Number (Day & Night): | 2102732179              |
| Years Lived in Carrollton:  | 3.5                     |
| Email Address:              | erictoddhagen@gmail.com |

---

**Q2: Board Preferences** List choice in order of preference (1st, 2nd and 3rd)

|             |                                  |
|-------------|----------------------------------|
| 1st Choice: | Traffic Advisory Committee       |
| 2nd Choice: | Library Board                    |
| 3rd Choice: | Neighborhood Advisory Commission |

---

**Q3: Provide the name and the date(s) of prior service, if any, on any Carrollton board:**

None

---

**Q4: Are you currently holding any public office or appointment? If so, what?**

No

---

**Q5: Please list any special knowledge, education or experience that qualifies you to serve in the areas you have indicated and explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.**

Masters of Science in Aerospace Engineering from the University of Texas at Austin. I am self employed, and have the time and willingness to help with local government. I am 31 years old and actively interested in helping my community. I have no business or personal ties that might serve as a conflict of interest.

---

**Q6: What do you perceive to be Carrollton's two greatest strengths?**

Community atmosphere and citizen diversity

---

**Q7: What do you perceive to be Carrollton's two greatest weaknesses?**

Traffic issues in some places due to mass migration into the DFW area and might need more forward thinking to compete with Addison and Uptown areas for vital customer base.

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

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS,  
APPOINTING MEMBERS TO SERVE ON THE LIBRARY BOARD; 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 Library Board at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

\_\_\_\_\_ April 4, 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 4th day of April 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: 3193

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*18.

**CC MEETING:** April 4, 2017

**DATE:** March 22, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A Resolution Of The City Council Of The City Of Carrollton, Texas, To Suspend The April 21, 2017 Effective Date Of Oncor Electric Delivery Company's Requested Rate Change To Permit The City Time To Study The Request And Establish Reasonable Rates, And To Approve Cooperation With The Oncor Cities Steering Committee To Hire Legal And Consulting Services To Negotiate With The Company, To Make Recommendations Regarding Reasonable Rates, And To Intervene And Direct Any Necessary Administrative Proceedings Or Litigation Associated With An Appeal Of A Rate Ordinance Or A Rate Case Filed With The City.

### BACKGROUND:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about March 17, 2017 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

The resolution suspends the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

**If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

The City of Carrollton is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since January, 2011.

**Explanation of "Be It Resolved" Paragraphs:**

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by April 21, 2017.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.



**STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)**

|                        |                      |                  |
|------------------------|----------------------|------------------|
| Addison                | Fate                 | Oak Leaf         |
| Allen                  | Flower Mound         | Oak Point        |
| Alvarado               | Forest Hill          | Odessa           |
| Andrews                | Fort Worth           | O'Donnell        |
| Anna                   | Frisco               | Ovilla           |
| Archer City            | Frost                | Palestine        |
| Argyle                 | Gainesville          | Pantego          |
| Arlington              | Garland              | Paris            |
| Azle                   | Glenn Heights        | Plano            |
| Bedford                | Grand Prairie        | Pottsboro        |
| Bellmead               | Granger              | Prosper          |
| Belton                 | Grapevine            | Ranger           |
| Benbrook               | Haltom City          | Rhome            |
| Beverly Hills          | Harker Heights       | Richardson       |
| Big Spring             | Haslet               | Richland         |
| Breckenridge           | Heath                | Richland Hills   |
| Bridgeport             | Henrietta            | River Oaks       |
| Brownwood              | Hewitt               | Roanoke          |
| Buffalo                | Highland Park        | Robinson         |
| Burkburnett            | Honey Grove          | Rockwall         |
| Burleson               | Howe                 | Rosser           |
| Caddo Mills            | Hurst                | Rowlett          |
| Cameron                | Hutto                | Sachse           |
| Canton                 | Iowa Park            | Saginaw          |
| Carrollton             | Irving               | Sansom Park      |
| Cedar Hill             | Jolly                | Seagoville       |
| Celina                 | Josephine            | Sherman          |
| Centerville            | Justin               | Snyder           |
| Cleburne               | Kaufman              | Southlake        |
| Coahoma                | Keller               | Springtown       |
| Colleyville            | Kennedale            | Stephenville     |
| Collinsville           | Kerens               | Sulphur Springs  |
| Colorado City          | Killeen              | Sunnyvale        |
| Comanche               | Krum                 | Sweetwater       |
| Commerce               | Lake Worth           | Temple           |
| Coppell                | Lakeside             | Terrell          |
| Copperas Cove          | Lamesa               | The Colony       |
| Corinth                | Lancaster            | Trophy Club      |
| Crowley                | Lewisville           | Tyler            |
| Dallas                 | Lindale              | University Park  |
| Dalworthington Gardens | Little Elm           | Venus            |
| DeLeon                 | Little River Academy | Waco             |
| De Soto                | Malakoff             | Watauga          |
| Denison                | Mansfield            | Waxahachie       |
| Duncanville            | McKinney             | Westover Hills   |
| Early                  | Mesquite             | White Settlement |
| Eastland               | Midland              | Wichita Falls    |
| Edgecliff Village      | Midlothian           | Willow Park      |
| Ennis                  | Murchison            | Woodway          |
| Euless                 | Murphy               | Wylie            |
| Everman                | New Chapel Hill      |                  |
| Fairview               | North Richland Hills |                  |
| Farmers Branch         | Northlake            |                  |

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.**

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Carrollton a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Carrollton is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

Section 1.

The above and foregoing premises are found to be true and correct and are incorporated herein and made part hereof for all purposes.

Section 2.

The April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 3.

As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel

and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 4.

The City's reasonable rate case expenses shall be reimbursed by Oncor.

Section 5.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 6.

A copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section 7.

This Resolution shall take effect upon passage.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

CITY OF CARROLLTON

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

ATTEST:

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

APPROVED AS TO FORM:

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





# City of Carrollton

## Agenda Memo

File Number: 3202

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*19.

**CC MEETING:** April 4, 2017

**DATE:** March 27, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A **Resolution To Acknowledge The Expiration Of A Reservation Of Right-Of-Way At The Intersection Of Hebron Parkway And Old Denton Road To Affirm There Is No Public Need For Further Reservation Of Right-Of-Way;** And Providing An Effective Date.

### **BACKGROUND:**

In August 1996, City Council approved an ordinance stipulating a ten-year reservation of right-of-way for the future construction of a grade-separated interchange at intersections designated on the adopted Transportation Plan. At that time the intersection of Hebron Parkway and Old Denton Road was designated to be a grade-separated intersection. As a result, right-of-way was reserved at this intersection when it was initially developed. However, since that time, there has been no plan for a grade-separated interchange at this intersection and the designation as a future grade-separated intersection has been removed from the Transportation Plan. As a result, there is no longer a need for a right-of-way reservation at this location. While the reservation has expired, due to language allowing further reservation of the right-of-way, action is needed to clarify that no further right-of-way reservation will be necessary.

### **FINANCIAL IMPLICATIONS:**

There are no financial implications associated with the expiration of the right-of-way reservation. There are no plans for a future grade separation at this location and the existing right-of-way is sufficient for future improvements planned for this intersection.

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

Staff recommends City Council approval of a resolution acknowledging the expiration and lack of further need of the reservation of right-of-way at Hebron Parkway and Old Denton Road for a future grade-separated interchange.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, TO ACKNOWLEDGE THE EXPIRATION OF A RESERVATION OF RIGHT-OF-WAY AT THE INTERSECTION OF HEBRON PARKWAY AND OLD DENTON ROAD; TO AFFIRM THERE IS NO PUBLIC NEED FOR FURTHER RESERVATION OF RIGHT OF WAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Carrollton previously planned for the construction of a grade separated interchange at the intersection of Hebron Parkway and Old Denton Road and a future grade separated interchange was included in the thoroughfare plan;

**WHEREAS**, the City of Carrollton passed and approved ordinance number 2203 allowing for the reservation of right-of-way for a period of ten years at intersections designated for the construction of a grade separated interchange on the thoroughfare plan;

**WHEREAS**, property at the intersection of Hebron Parkway and Old Denton Road was developed and platted with a corresponding reservation of right-of-way;

**WHEREAS**, the designation of a future grade separation at the intersection of Hebron Parkway and Old Denton Road has been removed from the thoroughfare plan; and

**WHEREAS**, the ten year reservation period has expired; there has been no construction of a grade separated interchange and there is no plan for a grade separated interchange at the said location.

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

**SECTION 1.**

Reservation of right of way for a grade separated interchange planned at the intersection of Hebron Parkway and Old Denton Road has expired, and no new reservation of right-of way has been established.

**SECTION 2.**

There is no public need to establish another reservation period for right-of-way pursuant to Ordinance 2203 for the construction of a grade separated interchange at the intersection of Hebron Parkway and Old Denton Road.

**SECTION 3.**

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

**PASSED AND APPROVED this 4<sup>th</sup> day of April, 2017.**

**CITY OF CARROLLTON, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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







# City of Carrollton

## Agenda Memo

File Number: 3204

Agenda Date: 4/4/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: \*20.

**CC MEETING: April 4, 2017**

**DATE:** March 28, 2017

**TO:** Erin Rinehart, City Manager

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

Consider A **Resolution Supporting A Grant Application To The North Central Texas Council Of Governments For The 'Safe Walks To School' Sidewalk Improvement Program**; And Providing An Effective Date.

### **BACKGROUND:**

In 2015 a detailed survey of sidewalk conditions across the city was completed. There is a large amount of substandard sidewalks in the City based on the physical condition of the concrete (cracks, sunken panels, etc.) and issues with the Americans with Disabilities Act (ADA) (barrier free ramps, excessive cross slopes). Due to the large amount of sidewalks in the City (approximately 575 miles), the City's focus on repairs has been on access to public school campuses. City contractors are nearing completion of the initial program of about \$1.3 million for sidewalk improvements near eleven schools.

NCTCOG has a sidewalk grant program called 'Safe Walks to School'. This program can be coordinated with the City's current sidewalk improvement program. A grant application has been submitted targeting two specific schools - Rainwater and Davis Elementary Schools. The preliminary cost estimate is about \$2 million for sidewalk repairs within one quarter of a mile from each school. In order to be considered for this grant, the City Council must approve a resolution stating that the City will provide matching funds if the grant is approved.

### **FINANCIAL IMPLICATIONS:**

The total project cost is estimated to be \$1,971 million, of which \$1.675 million is for construction; \$117,000 is for design; and \$179,000 is for TxDOT's administrative fee. A 20% local match is required, making the City's potential contribution \$394,230 if the full grant request is approved. The City was recently awarded a \$1,086,000 grant from Denton County to use towards the Old Denton Road phase 2 reconstruction project. This will free up a proportional amount of funding that the City was planning to allocate to the next phase of the sidewalk improvement program. Staff recommends that the City allocate the local match from

these funds.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will contribute to community sustainability by:

- Providing safe routes for children to walk to school; and
- Lowering the potential for injuries to pedestrians due to tripping hazards.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council approve a resolution supporting a grant application to NCTCOG for the Safe Walks To School sidewalk improvement program and committing to fund the 20% local match if the grant is secured.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS SUPPORTING A GRANT APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Carrollton City Council has pursued improving mobility at various locations around the city through the reconstruction of sidewalks;

**WHEREAS**, providing safe, barrier free and structurally sound sidewalks for children to walk or bike to and from school is important to the community;

**WHEREAS**, the City of Carrollton submitted the Rainwater and Davis Elementary School areas for funding consideration in a North Central Texas Council of Government Transportation Alternative Program (TAP) call for projects; and

**WHEREAS**, the grant requirements stipulate that the City commit, through resolution, for the funding of the local portion of the project.

**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 allocate up to \$394,230 towards the local matching funds.

**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 4th day of April, 2017.**

**CITY OF CARROLLTON, TEXAS**

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

**ATTEST:**

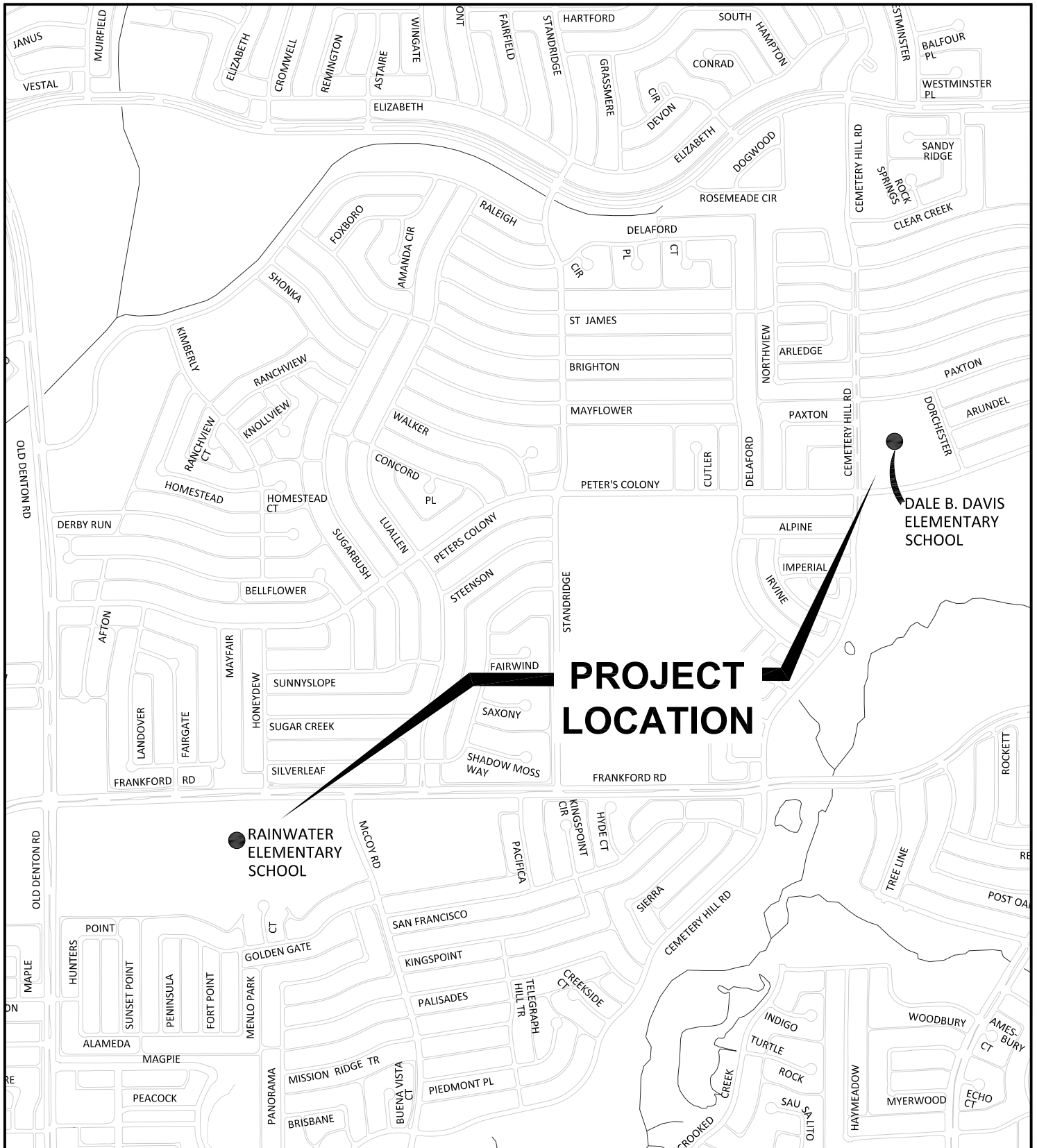
\_\_\_\_\_  
Laurie Garber, City Secretary

Approved as to form:

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

Approved as to content:

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



  
**CARROLLTON**  
TEXAS  
*Where Connections Happen*

**SIDEWALKS  
TO  
SCHOOL GRANT PROGRAM**

ENGINEERING DEPARTMENT



SCALE: N.T.S.  
DATE: 03/17





# City of Carrollton

## Agenda Memo

File Number: 3187

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Public Hearing/Consent  
Agenda

**In Control:** City Council

**File Type:** Public Hearing

**Agenda Number:** \*21.

**CC MEETING:** April 4, 2017

**DATE:** March 21, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Loren Shapiro, Chief Planner

Hold A **Public Hearing To Consider An Ordinance To Amend The Zoning And Establish A Special Use Permit For All Other Amusement And Recreation Industries (Personal Vehicle Storage/Garage Condominium) On An Approximately 2.55-Acre Tract, Zoned PD-91 For The (C/W) Commercial/Warehouse District Located In The Vicinity Of The Southeast Corner Of Marsh Ridge Road And Reeder Drive; Amending The Official Zoning Map Accordingly. Case No. 03-17SUP2 Garages Of Texas. Case Coordinator: Loren Shapiro.**

### **BACKGROUND:**

This is a request to establish a special use permit for a personal vehicle storage/garage condominium.

The facility will contain two buildings with a total of 36 units for the storage of personal vehicles and a clubhouse. The storage will primarily be for classic auto collectors and for personal use. The personal storage units will contain additional space for a mezzanine and infrastructure for separate utility meters for electricity, water/sewer, and cable/satellite television.

### **FINANCIAL IMPLICATIONS:**

There are no financial implications on the current or future operating budgets regarding this request.

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

On March 2, 2017 the Planning and Zoning Commission unanimously recommended **APPROVAL** of the special use permit with staff stipulations. The attached ordinance reflects the action of the Commission. This item is being placed on the Public Hearing - Consent portion of the agenda since the Commission's approval vote was unanimous and no public opposition was received.

## RESULT SHEET

**Date:** 03/21/17

**Case No./Name:** 03-17SUP2 Garages of Texas

### A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommends **APPROVAL** with the following stipulations:

1. Provide the following revisions on the conceptual site plan prior to City Council consideration:
  - a) A note on the conceptual site plan exhibit stating that drive aisles shall be striped as "Drive Lane No Parking" or for fire lanes, striped "Fire Lane No Parking.
  - b) Revise to place directional arrows in driving aisles in the middle and not on parking spaces.
2. Development shall be in accordance with the Conceptual Site Plan, Exhibit C; Conceptual Landscape Plan, Exhibit D; and Conceptual Building Elevations, Exhibit E; and in accordance with the following special conditions, restrictions, and regulations:
3. Permitted Use:  
Personal vehicle storage/garage condominium
4. No outside storage is allowed.
5. Definition:  
Personal storage/garage condominium: A structure used solely for private storage of personal property, including automobiles and recreational vehicles, in customized unit suites that can be defined as a "condominium" as set forth in the Texas Property Code State Statute 82.003(a)(8), as amended and subject to a declaration of condominium that complies with Chapter 82 of the Texas Property Code, as amended. Customized refers to units air conditioned/heated, containing individual meters for electricity or water/sewer, or cable/satellite service.
6. Storage units shall not be used for residential purposes.
7. All improvements or modifications to individual units shall require a permit from the city.
8. Driveways/Fire Lanes
  - a) Fire lanes required shall be minimum 24-feet wide with a 20-foot radius.
  - b) Driveways (not designated fire lanes) shall be 24-feet wide.
  - c) All fire lanes and driveways shall be marked "Fire Lanes No Parking" or "Drive Lane No Parking".
9. Parking:
  - a) The required parking ratio shall be calculated based on one (1) space per 2,000 square feet of building area.
  - b) Parking spaces in front of any garage unit shall be prohibited and shall not satisfy required parking space ratio.
10. Roof top units shall be completely screened on all sides of the building by a screen at least as tall as the tallest unit. The materials used to screen the equipment shall be similar in appearance to the façade of the building and integrated into the design of the building.



**B. P&Z RECOMMENDATION** from P&Z meeting: 03/02/17

Result: **APPROVED** /Vote: **9-0**

**C. CC PUBLIC HEARING and ORDINANCE ACTION** from CC meeting: 04/04/17

Result: /Vote:

**SPECIAL USE PERMIT**

Case Coordinator: Loren Shapiro

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**GENERAL PROJECT INFORMATION**

**SITE ZONING:** PD-91 for the (C/W) Commercial/Warehouse District

|       | <b><u>SURROUNDING ZONING</u></b>                  | <b><u>SURROUNDING LAND USES</u></b> |
|-------|---------------------------------------------------|-------------------------------------|
| NORTH | PD-91 for the (C/W) Commercial Warehouse District | Multi-Tenant Commercial Building    |
| SOUTH | PD-91 for the (C/W) Commercial Warehouse District | Commercial/Industrial Uses          |
| EAST  | PD-91 for the (C/W) Commercial Warehouse District | Commercial/Industrial Uses          |
| WEST  | PD-91 for the (C/W) Commercial Warehouse District | Commercial/Industrial Uses          |

**REQUEST:** Approval of a Special Use Permit to allow a personal storage/garage condominium

**PROPOSED USE:** Personal storage/garage condominium

**ACRES/LOTS:** 2.55 acres/1 lot

**LOCATION:** 4325 Marsh Ridge Road

**HISTORY:** A replat for the subject property was approved by the Planning and Zoning Commission on January 5, 2017.

The zoning (planned development) was most recently amended on October 13, 2015.

**COMPREHENSIVE PLAN:** Medium Intensity Commercial

**TRANSPORTATION PLAN:** Marsh Ridge is a (C2U) 2-Lane Undivided Collector

**OWNER:** HCBP Partners, Ltd.

**REPRESENTED BY:** Cornerstone Development

## **STAFF ANALYSIS**

### **PROPOSAL AND BACKGROUND**

This is a request for approval of a new Special Use Permit to allow a personal storage/garage condominium. The facility allows owners to store specialized or collector vehicles in units. The fully insulated units provide a place for owners to spend time and work on their cars.

### **ORDINANCE REQUIREMENTS**

Personal storage/garage condominiums are not defined in the city's Comprehensive Zoning Ordinance. The closest use identified in Article V Use of Land and Structures of the Comprehensive Zoning Ordinance, is NAICS Code 71399 All Other Amusement & Recreational Industries. This use category is allowed in the (C/W) Commercial/Warehouse Districts upon approval of a Special Use Permit. The Special Use Permit (SUP) proposed will define personal storage/garage condominiums and regulate the operation since the use is not defined in the Comprehensive Zoning Ordinance.

### **ELEMENTS TO CONSIDER**

- The proposed personal storage/garage condominiums is located in High Country Business Park, which contains primarily warehouse and office uses, away from residential areas and schools.
- The units will be used for personal storage of primarily collector automobiles and a location for owner to spend time.
- All vehicles and personal property will be stored indoors and will not be seen from the outside.
  - No outside storage will be allowed;
  - Storage units will not be used for residential purposes;
  - The units may contain separate water/sewer, electric meters, and cable/satellite television connection.
- The storage facilities are unique in that they are primarily for collection of classic automobiles and provide a place for owner to time working on their personal vehicles.
- Each of the 36 owner-occupied units will be provided a garage door and pedestrian entry.
- The clubhouse will be located on the north end of Building B and be for use by owners.
- Parking will be provided around the periphery of the garage units and in close proximity to the clubhouse.
- Landscaping will be provided along perimeter streets and a security ornamental fence with two gates (See Conceptual Landscape Plan, Fence and Gate Details).
- The building facades will consist of split-faced masonry and overhead doors. Metal corrugated panels, insulated glass will be secondary features on the buildings (See Conceptual Building Elevations).
- The applicant has another location in Plano between Plano Parkway and Hebron Parkway, west of the intersection of Park Boulevard and Plano Parkway (See Photos of Other Garages of Texas Location – Plano).

## **CONCLUSION**

The proposed Special Use Permit for personal storage/garage condominium appears appropriate. The location is in the middle of High Country Business Park, and away from schools and homes. All personal property and vehicles will be inside the units and will not detract or negatively impact surrounding businesses or street circulation in the area.





## Legend



Subject Property



**PLANNING & ZONING COMMISSION MEETING  
MARCH 2, 2017 DRAFT MINUTES**

**7. Public Hearing To Consider And Act On An Ordinance To Amend the Zoning And Establish A Special Use Permit For All Other Amusement & Recreation Industries (Personal Vehicle Storage) On An Approximately 2.55-Acre Tract, Zoned PD-91 for the (C/W) Commercial/Warehouse District Located In The Vicinity Of The Southeast Corner Of Marsh Ridge Road And Reeder Drive; Amending The Official Zoning Map Accordingly. Case No. 03-17SUP2 Garages of Texas. Case Coordinator: Loren Shapiro.**

Loren Shapiro, Chief Planner, presented the case and explained that the applicant was requesting use for personal storage of automobiles, personal items and basically an auto condominium. He explained that personal storage/garage condominiums are not defined in the city's Comprehensive Zoning Ordinance (CZO), the closest use identified is NAICS Code 71399 All Other Amusement & Recreational Industries. This use category is allowed in the (C/W) Commercial/Warehouse Districts upon approval of a Special Use Permit (SUP). The SUP proposed will define personal storage/garage condominiums and regulate the operation since the use is not defined in the CZO. Staff recommended approval with the stipulations stated.

Fred Gans, Cornerstone Development, 5310 Harvest Hill Road, Dallas, did not have a formal presentation but was available to answer questions.

Sundaran asked for the number of other locations in Texas. Gans replied they just completed the first one in Texas, approximately one mile from the proposed site at Park and Plano Parkway. He stated they sold all 69 garages before construction was completed and were currently doing five more developments throughout DFW; Frisco, Dallas, Roanoke, Carrollton and Allen. He explained that every unit will be privately owned and will be platted as individual lots.

Denholm asked if there would be an HOA to maintain the common areas. Gans replied there would be an HOA to be managed by a third party HOA company that the owners elect Board of Directors tied to very strict condominium documents and rules and regulations that would be enforced.

Romo asked if car repairs would be allowed and if so, was there issues with waste disposal for repairs made. Gans stated that no repairs would be allowed but the owners may tinker on their own cars so light restoration would be allowed. But no paint and body shop; no fumes; no storage of flammable materials would be allowed, and the rules and regulations were very clear about what the owners can and can't do. Anyone leasing a unit must also adhere to the rules and regulations.

Kiser asked what would keep a person from residing at the site and Gans replied that it is not allowed and if someone tried to do so, they would eventually be discovered and be brought before their HOA board. He acknowledged that it would be self monitored. Kiser noted it would also be against city ordinances.

Sundaran asked about security. Gans stated that the Plano site was cameral monitored and access controlled. He also noted that individual units could and probably would have additional security.

**PLANNING & ZONING COMMISSION MEETING  
MARCH 2, 2017 DRAFT MINUTES**

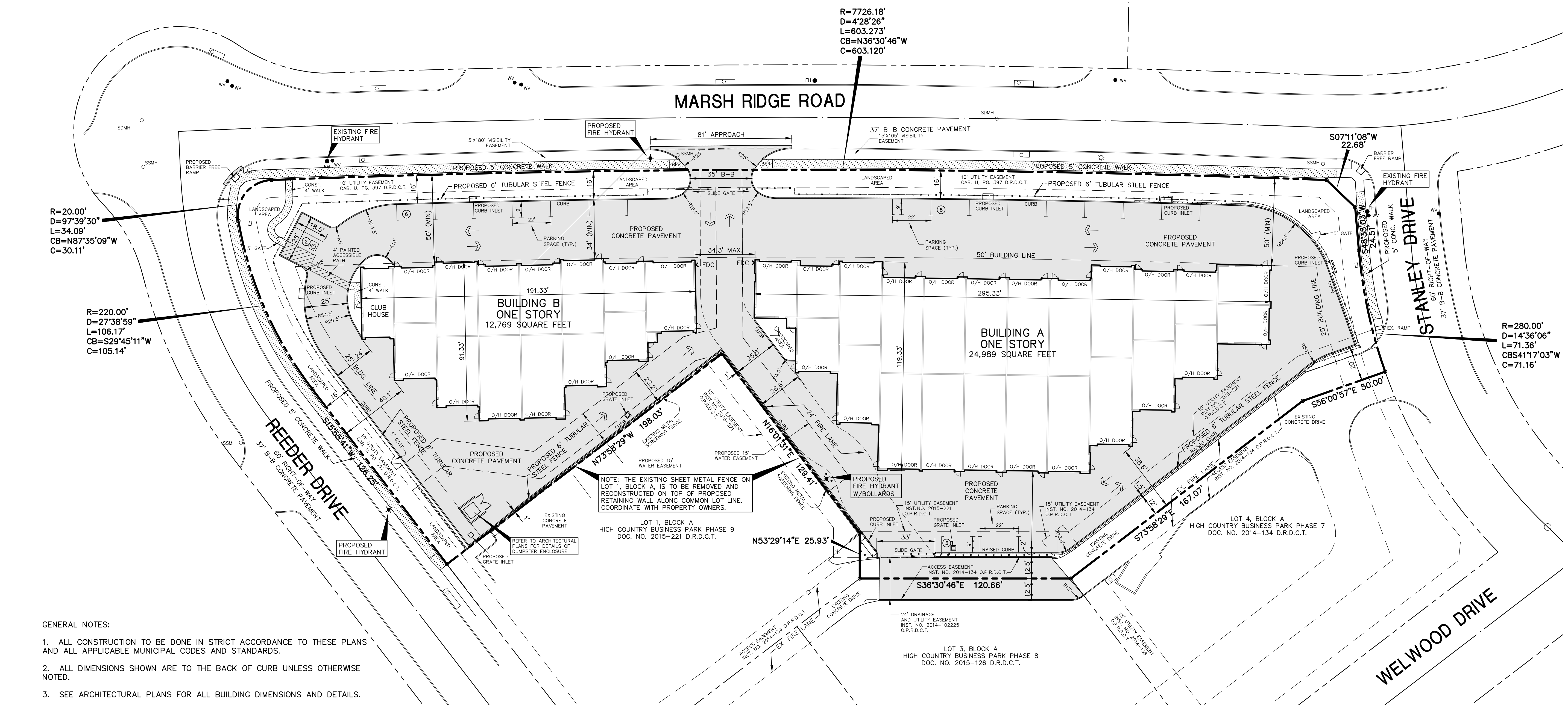
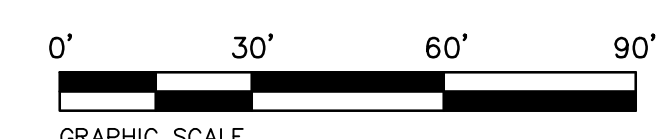
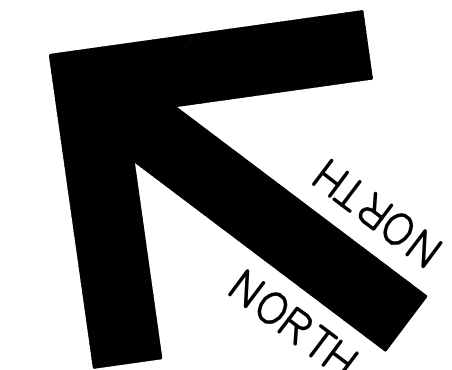
Diamond asked about price of the units and Gans replied that the average price would be about \$150,000.

Chair Averett opened the public hearing and invited speakers to address the Commission.

Fred Godfrey, 17480 Dallas Pkwy, Dallas, representing High Country Business Park, stated that after viewing the Plano location and visiting with the applicant, they were very comfortable with the use. He stated they were excited about it and asked the Commission to approve the application.

There being no other speakers, Chair Averett offered the applicant an opportunity for closing comments which was declined.

\* ***Kiser moved to close the public hearing and to approve the Special Use Permit for Case No. 03-17SUP2 Garages of Texas with staff stipulations; second by Romo and the motion was approved with a unanimous 9-0 vote.***



GENERAL NOTES:

1. ALL CONSTRUCTION TO BE DONE IN STRICT ACCORDANCE TO THESE PLANS AND ALL APPLICABLE MUNICIPAL CODES AND STANDARDS.
2. ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
3. SEE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS AND DETAILS.

ACCESSIBILITY NOTES:

1. ALL ACCESSIBLE PARKING AREAS, ROUTES, RAMPS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS).
2. ALL SIDEWALK RAMPS AND/OR CURB RAMPS SHOWN SHALL HAVE A MAXIMUM VERTICAL RISE OF 6" WITH A MAXIMUM RUNNING SLOPE OF 1:12 (8.33%) AND BE CONSTRUCTED IN ACCORDANCE WITH TAS SECTIONS 4.7 AND 4.8.
3. ALL ACCESSIBLE ROUTES (EXCEPT FOR THE SIDEWALK AND CURB RAMPS) SHALL HAVE A MAXIMUM RUNNING SLOPE OF 1:20 (5%) AND A MAXIMUM CROSS SLOPE OF 1:50 (2%).
4. ALL ACCESSIBLE PARKING SPACES AND ISLES SHALL HAVE A MAXIMUM SLOPE IN ANY DIRECTION OF 1:50 (2%). REFER TO ARCHITECTURAL PLANS FOR DETAILS OF MARKINGS, SIGNS, ETC.

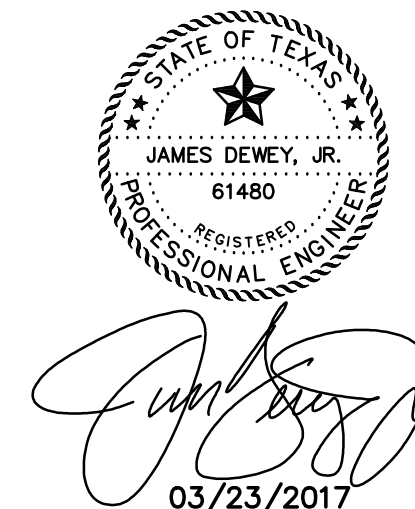
NOTE: THE EXISTING METAL FENCE AROUND LOT 1, BLOCK A SHALL BE REMOVED AND RECONSTRUCTED ON TOP OF PROPOSED RETAINING WALL ALONG PROPERTY LINE. THE RETAINING WALL SHALL HAVE METAL SLEEVES INSTALLED MATCHING THE EXISTING FENCE POST SPACING TO ALLOW INSTALLATION.

NOTE: DRIVE AISLES SHALL BE STRIPED AS "DRIVE LANE NO PARKING" OR FOR FIRE LANES, STRIPED "FIRE LANE NO PARKING."

SITE DATA

|                   |                                       |
|-------------------|---------------------------------------|
| SITE AREA         | 110,894 SQ. FT. (2.5458 ACRES)        |
| ZONING            | PD-091 C/W                            |
| EXISTING USE      | UNDEVELOPED                           |
| PROPOSED USE      | GARAGE CONDOS                         |
| BUILDING AREA     | 37,758 SQ. FT. (TOTAL)                |
| BUILDING HEIGHT   | ONE STORY - 36 FEET                   |
| BUILDING UNITS    | 37 TOTAL<br>(36 CONDOS & 1 CLUBHOUSE) |
| PARKING REQUIRED  | 1/2 UNITS = 19 SPACES                 |
| PARKING PROVIDED  | 19 SPACES                             |
| BUILDING COVERAGE | 34.05%                                |
| FLOOR AREA RATIO  | 0.3405                                |
| IMPERVIOUS AREA   | 94,265 SQ. FT. OR 85.00%              |
| LANDSCAPE AREA    | 16,629 SQ. FT. OR 15.00%              |

| REVISIONS: |                 |
|------------|-----------------|
| 2/17/17    | PER CITY REVIEW |
| 3/23/17    | PER CITY REVIEW |
|            |                 |
|            |                 |



CASE NO. 03-17SUP1

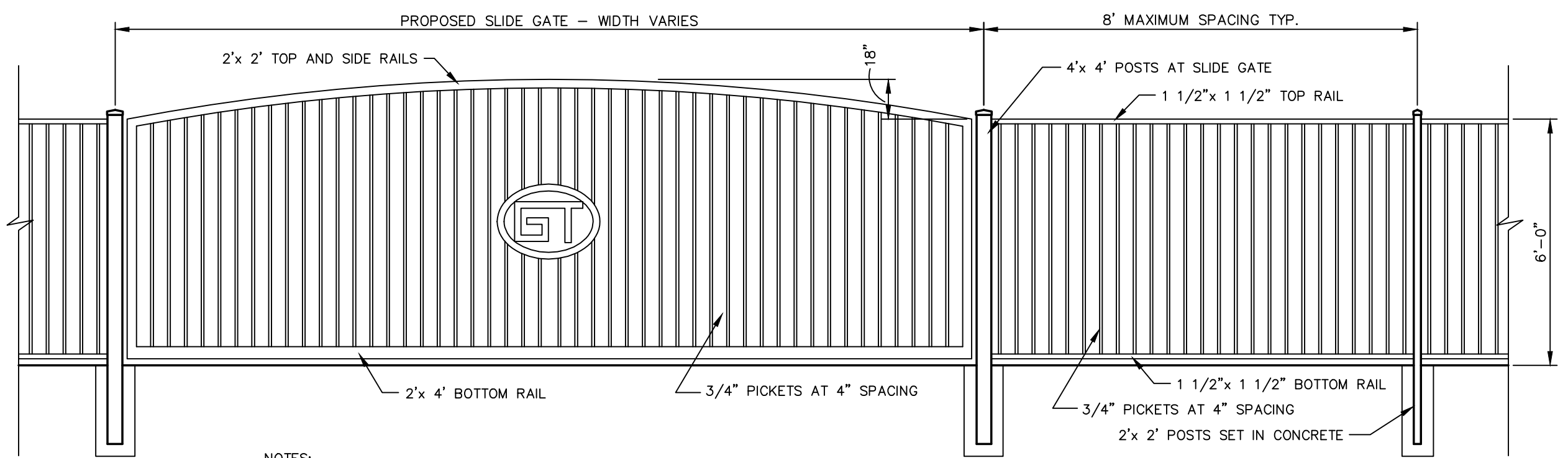
SHEET TITLE:  
**EXHIBIT C: CONCEPTUAL SITE PLAN  
GARAGES OF TEXAS  
PROPOSED LOT 1, BLOCK A  
HIGH COUNTRY BUSINESS PARK PHASE 10  
CARROLLTON, TEXAS**

PREPARED BY:  
**JDJR ENGINEERS & CONSULTANTS, INC.**  
TSBPE REGISTRATION NUMBER F-8627  
ENGINEERS • SURVEYORS • LAND PLANNERS  
2500 Texas Drive Suite 100 Irving, Texas 75062  
Tel 972-252-6357 Fax 972-252-8958

DATE: JAN. 23, 2017  
SCALE: 1" = 30'

DRAWN BY: ADL  
CHECKED BY: JDJR

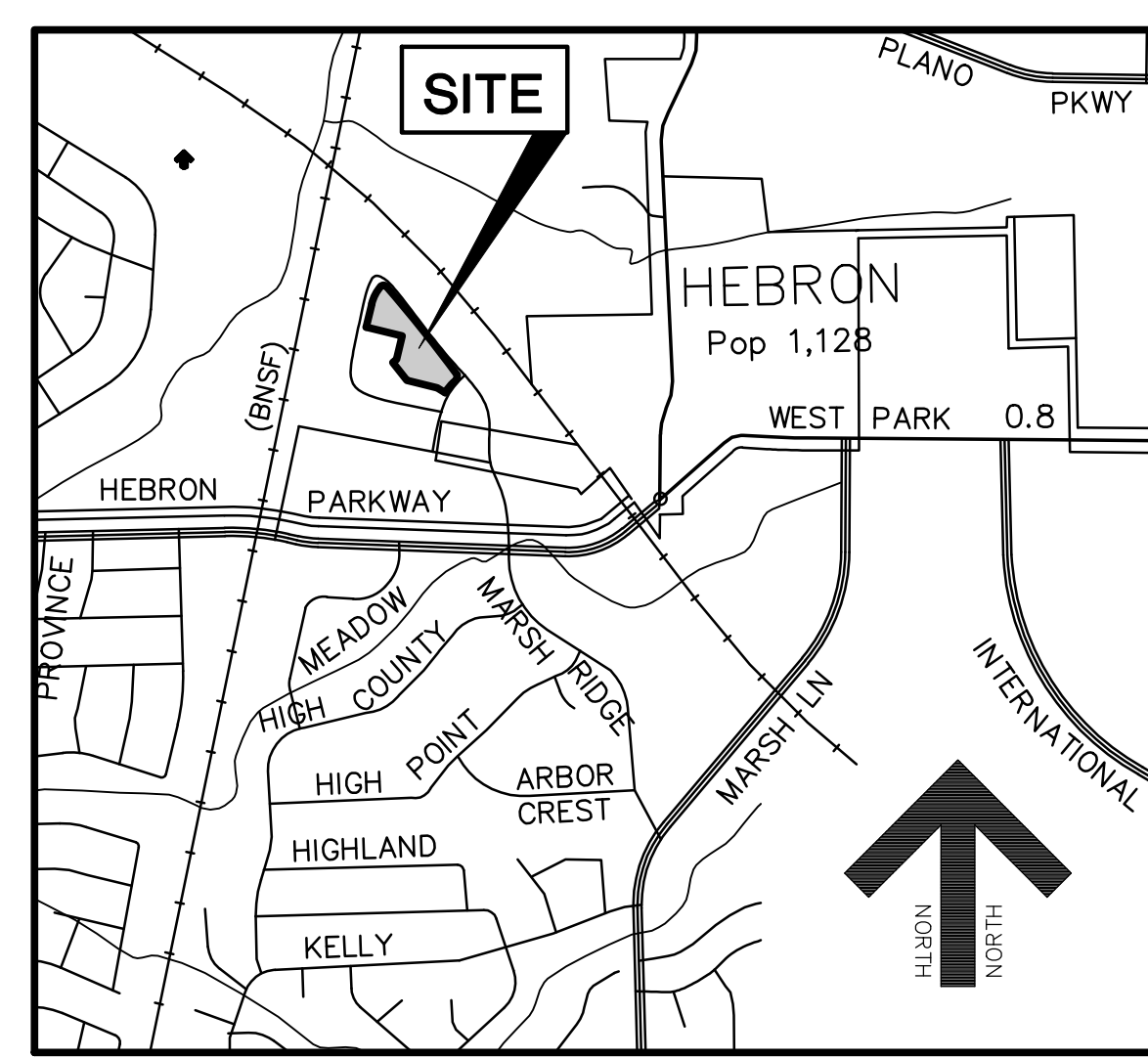
SHEET NO.  
**1 OF 1**



NOTES:

1. FENCE PANELS TO BE WELDED CONSTRUCTION AND FINAL WIDTH TO BE FIELD ADJUSTED TO FIT BETWEEN COLUMNS.
2. ALL METAL POSTS, RAILS AND PICKETS TO BE PRIMED AND PAINTED WITH EXTERIOR ENAMEL PAINT (COLOR TO BE SELECTED BY OWNER).
3. ALL GATES TO HAVE KNOX LOCKS PER CITY FIRE CODE.

TUBULAR STEEL FENCE DETAIL  
NOT TO SCALE



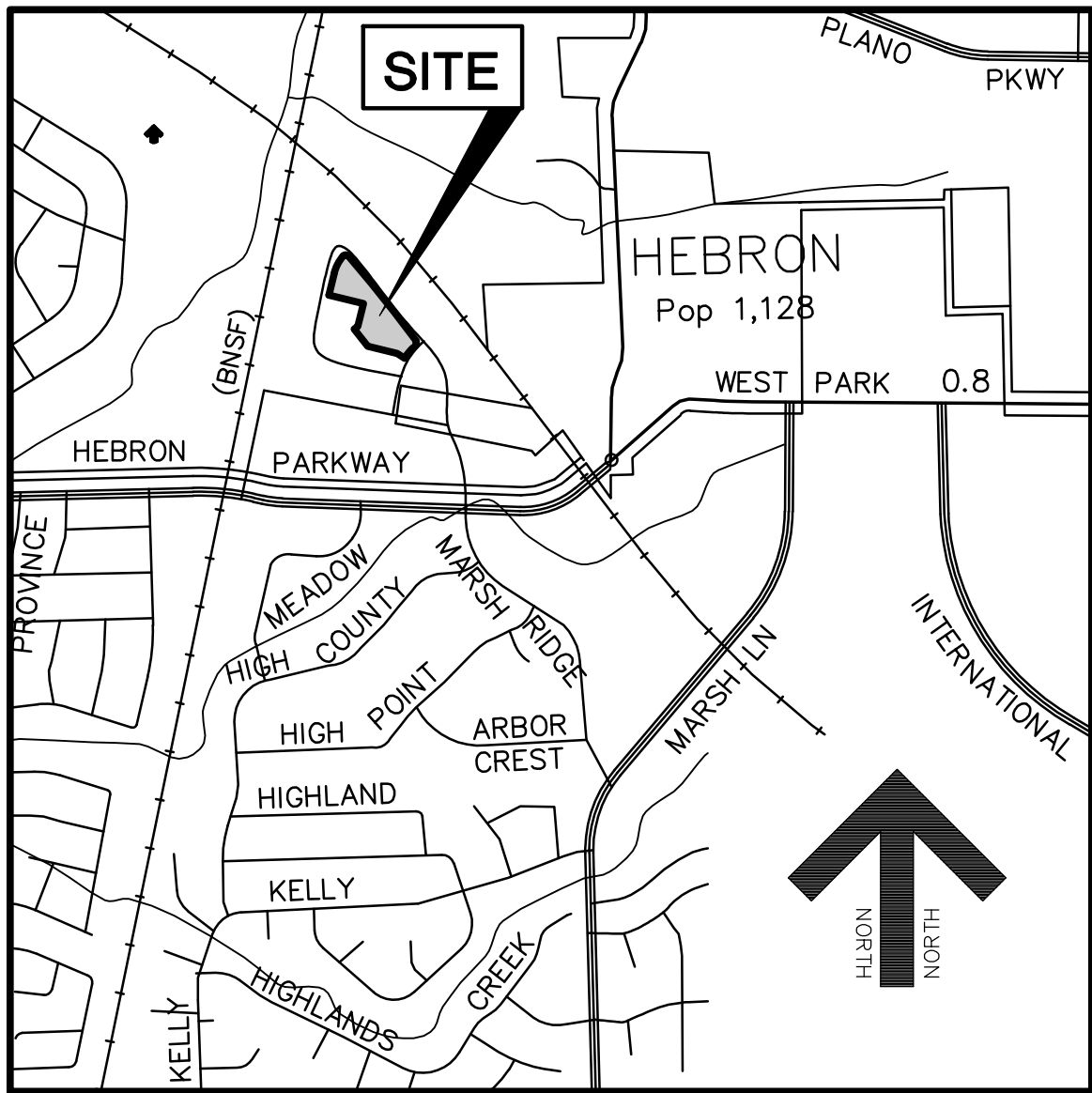
VICINITY MAP  
MAPSCO NO. 654-V

OWNER:  
HCBP PARTNERS LTD  
CRAIG GODFREY  
17480 DALLAS PARKWAY SUITE 100  
DALLAS, TEXAS 75287  
TEL: 972-978-3670

APPLICANT:  
CORNERSTONE DEVELOPMENT  
5310 HARVEST HILL RD SUITE 297  
DALLAS, TEXAS 75230  
TEL: 214-341-9621



H:\JD\Bproj\2016\188 Final Gates - Cornerstone\188-62-16 USE Civil High County 2 - Marsh Ridge Rd at Reeder Dr - Carrollton TX - USF Civil 188-61-16 CIVIL PLANS.dwg, 2/17/2017 9:50:13 AM



LOCATION MAP  
MAPSCO NO. 654-V

| PLANT SCHEDULE       |                        |           |         |          |               |
|----------------------|------------------------|-----------|---------|----------|---------------|
| COMMON NAME          | BOTANICAL NAME         | QUANTITY  | SIZE    | SPACING  | REMARKS       |
| LIVE OAK             | QUERCUS VIRGINIANA     | 13        | 4" CAL. | AS SHOWN | BALLED/BURLAP |
| CEDAR ELM            | ULMUS CRASSIFOLIA      | 9         | 4" CAL. | AS SHOWN | BALLED/BURLAP |
| YAUPOH HOLLY         | ILEX VOMITORIA         | 34        | 3" CAL. | AS SHOWN | CONTAINER     |
| CARISSA HOLLY        | ILEX CORNUTA "CARISSA" | 184       | 5 GAL.  | 36"      | CONTAINER     |
| DWARF FOUNTAIN GRASS | PENNISETUM HAMELN      | 179       | 5 GAL.  | 36"      | CONTAINER     |
| BERMUDA TURF         | CYNADON DACTYLON       | 15,601 SF | -       | -        | SOD           |

NOTES:

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR IN ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PER DRAWING AND SPECIFICATIONS BY LANDSCAPE DESIGNER. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE CONTRACTOR AND SHALL NOT BE CONSIDERED ABSOLUTE.
- ALL BED AREAS SHALL BE ROTOTILLED TO A DEPTH OF 6" ADDING PLANTING SOIL MIXTURE DURING PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT 3" ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
- AFTER SETTLEMENT AND COMPACTION ALL PLANTING BEDS SHALL RECEIVE A 2" (MIN) LAYER OF SHREDED CYPRESS MULCH.
- PLANTING SOIL MIXTURE FOR BED AREAS SHALL BE 50% EXISTING SOIL, 10% SHARP SAND 40% SOIL CONDITIONER (BACK TO EARTH OR EQUAL).
- ALL TREES ARE TO BE STAKED AND GUIED THROUGH THE ONE YEAR WARRANTY AT WHICH TIME THE OWNER SHALL DETERMINE IF REMOVAL IS NECESSARY.
- ALL BED AREAS SHALL BE SEPERATED FROM TURF AREAS USING RYERSON STEEL EDGING.
- A TREE SURVEY WILL BE DONE AT THE TIME OF PERMITTING. ALL TREES (8" AND LARGER) WITHIN THE OPEN SPACE AREA SHALL REMAIN. ALL TREES WITHIN THE PROPOSED AREA OF CONSTRUCTION SHALL BE REMOVED.
- ALL SHRUBS WITHIN THE LANDSCAPE BUFFER ALONG THE STREET RIGHT-OF-WAY MUST BE 24 INCHES IN HEIGHT AT THE TIME OF PLANTING.

LANDSCAPE TABULATIONS

LANDSCAPED AREAS  
LOT AREA = 110,894 SF OR 2.545 ACRES  
OVERALL LANDSCAPED AREA REQUIRED = 10 PERCENT OR 11,089 SF  
OVERALL LANDSCAPED AREA PROVIDED = 16,629 SF OR 15.00 PERCENT  
LANDSCAPE AREA IN FRONT YARD PROVIDED = 50% OR 5,545 SF  
LANDSCAPE AREA IN FRONT HALF OF LOT PROVIDED = 15,856 SF OR 95 PERCENT  
LANDSCAPE AREA IN FRONT HALF OF LOT PROVIDED = >70%

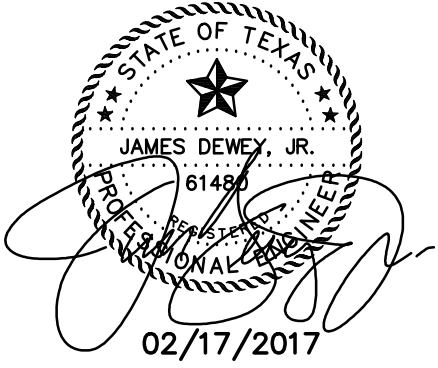
LANDSCAPE BUFFER:  
REQUIRED - 15'  
PROVIDED - 15' 988 LF TOTAL  
BUFFER TREES:  
LARGE TREES REQUIRED - 2 TREES PER 100 LF FOR 988 LF = 20 TREES  
LARGE TREES PROVIDED - 20 PROPOSED TREES  
ORNAMENTAL TREES REQUIRED - 3 TREE PER 100 LF = 30 TREES  
ORNAMENTAL TREES PROVIDED - 30 ORNAMENTAL TREES

BUFFER SHRUBS  
REQUIRED - 34 SHRUBS PER 100 LF = 336 SHRUBS  
PROVIDED - 336 SHRUBS

LEGEND

- LIVE OAK TREE (4" MIN. CAL.) (OR APPROVED EQUAL)
- CEDAR ELM TREE (4" MIN. CAL.) (OR APPROVED EQUAL)
- YAUPOH HOLLY (OR APPROVED EQUAL)
- CARISSA HOLLY (OR APPROVED EQUAL)
- DWARF FOUNTAIN GRASS (OR APPROVED EQUAL)
- DECOMPOSED GRANITE
- BERMUDA TURF

| REVISIONS: |                 |
|------------|-----------------|
| 2/17/17    | PER CITY REVIEW |
|            |                 |
|            |                 |
|            |                 |



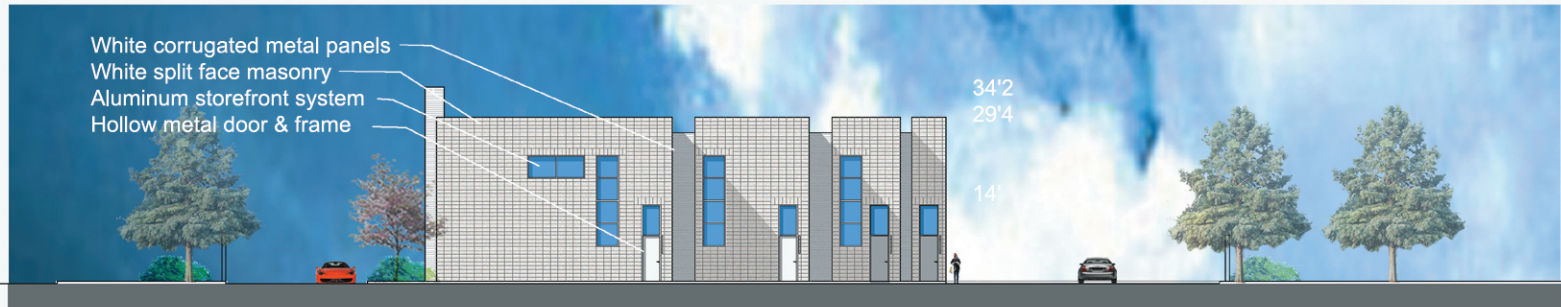
CASE NO. 03-17SUP1

SHEET TITLE:  
**EXHIBIT D: CONCEPTUAL LANDSCAPE PLAN**  
**GARAGES OF TEXAS**  
LOT 1, BLOCK 1  
HIGH COUNTRY CORNERSTONE  
CARROLLTON, TEXAS

PREPARED BY:  
**JDJR ENGINEERS & CONSULTANTS, INC.**  
TSBPE REGISTRATION NUMBER F-8527  
ENGINEERS • SURVEYORS • LAND PLANNERS  
2500 Texas Drive Suite 100 Irving, Texas 75062  
Tel 972-252-6357 Fax 972-252-8958

|                    |                  |                |
|--------------------|------------------|----------------|
| DATE: JAN. 3, 2017 | DRAWN BY: ADL    | SHEET NO.      |
| SCALE: 1" = 30'    | CHECKED BY: JDJR | <b>L1</b> OF 1 |

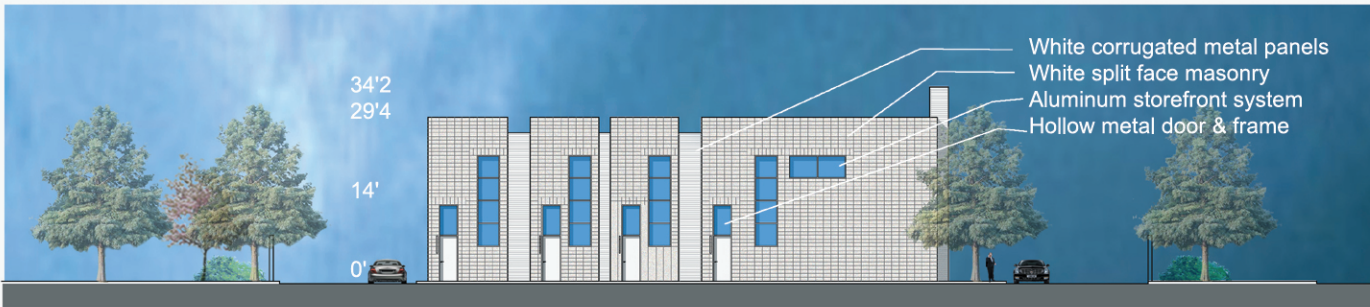




Facade Materials Calculations

West Elevation B

| Building A:               |                         | Building B:             |                         |
|---------------------------|-------------------------|-------------------------|-------------------------|
| North Elevation           | South Elevation         | West Elevation          | East Elevation          |
| Total Area: 9,064 sf      | Total Area: 8,959 sf    | Total Area: 3,585 sf    | Total Area: 3,690 sf    |
| Openings: 3,340 sf        | Openings: 2,949 sf      | Openings: 512 sf        | Openings: 948 sf        |
| Solid Area: 5,724 sf      | Solid Area: 6,010 sf    | Solid Area: 3,073 sf    | Solid Area: 2,742 sf    |
| Masonry: 4,554 sf (80%)   | Masonry: 5,894 sf (97%) | Masonry: 2,560 sf (83%) | Masonry: 2,216 sf (85%) |
| Metal Pnl: 1,170 sf (20%) | Metal Pnl: 116 sf ( 3%) | Metal Pnl: 513 sf (17%) | Metal Pnl: 526 sf (15%) |



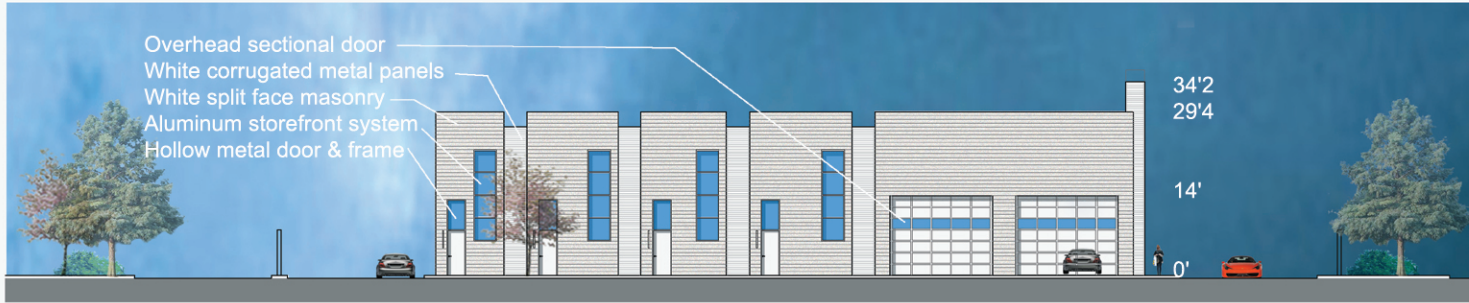
Facade Materials Calculations

East Elevation B

| Building B:               |                          | Building A:             |                         |
|---------------------------|--------------------------|-------------------------|-------------------------|
| North Elevation           | South Elevation          | West Elevation          | East Elevation          |
| Total Area: 5,843 sf      | Total Area: 5,598 sf     | Total Area: 2,668 sf    | Total Area: 2,664 sf    |
| Openings: 2,289 sf        | Openings: 1,915 sf       | Openings: 389 sf        | Openings: 484 sf        |
| Solid Area: 3,554 sf      | Solid Area: 3,683 sf     | Solid Area: 2,279 sf    | Solid Area: 2,180 sf    |
| Masonry: 2,466 sf (70%)   | Masonry: 3,683 sf (100%) | Masonry: 1,907 sf (84%) | Masonry: 1,801 sf (83%) |
| Metal Pnl: 1,088 sf (30%) | Metal Pnl: 0 sf ( 0%)    | Metal Pnl: 372 sf (16%) | Metal Pnl: 379 sf (17%) |



West Elevation A



East Elevation A



South Elevation

Building B

Building A



North Elevation

Building A

Building B



**Other Garage of Texas Location - Plano**



**Other Garage of Texas Location - Plano**



**Clubhouse**



PLANNING  
City of Carrollton

SPECIAL USE PERMIT NO. 443  
Development Name: Garages of Texas

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING SPECIAL USE PERMIT NUMBER 443 PROVIDING FOR A PERSONAL VEHICLE STORAGE/GARAGE CONDOMINIUM UPON PROPERTY LOCATED AT 4325 MARSH RIDGE ROAD (LOT 1R, BLOCK A, HIGH COUNTRY BUSINESS PARK, PHASE 11); AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR PENALTY, REPEALER, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

WHEREAS, at a public hearing held on the Second day of March, 2017, the Planning & Zoning Commission considered and made recommendation on a request regarding a Special Use Permit (Case No. 03-17SUP2);

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

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

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

Section 1.

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

Section 2.

Special Use Permit Number 443 is hereby established for a certain approximately 2.546-acre tract of land located at 4325 Marsh Ridge Road (Lot 1R, Block A, High Country Business Park) as more specifically described on the attached Exhibit A and generally located on the location map attached hereto as Exhibit B, providing for a change in zoning to the following use:

Personal vehicle storage/garage condominium

Section 3.

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

1. Development shall be in accordance with the Conceptual Site Plan, Exhibit C; Conceptual Landscape Plan, Exhibit D; and Conceptual Building Elevations, Exhibit E; and in accordance with the following special conditions, restrictions, and regulations:
  - a. No outside storage is allowed.
  - b. Definition:

Personal storage/garage condominium: A structure used solely for private storage of personal property, including automobiles and recreational vehicles, in customized unit suites that can be defined as a “condominium” as set forth in the Texas Property Code State Statute 82.003(a)(8), as amended and subject to a declaration of condominium that complies with Chapter 82 of the Texas Property Code, as amended. Customized refers to units air conditioned/heated, containing individual meters for electricity or water/sewer, or cable/satellite service.
  - c. Storage units shall not be used or intended to be used for any residential purposes, including any use as a dwelling.
  - d. All improvements or modifications to individual units shall require a permit from the city.
  - e. Driveways
    - 1) Driveways (not designated fire lanes) shall be 24-feet wide.
    - 2) All driveways shall be marked “Drive Lane No Parking”.
  - f. Parking:
    - 1) The required parking ratio shall be calculated based on one (1) space per 2,000 square feet of building area.
    - 2) Parking spaces in front of any garage unit shall be prohibited and shall not satisfy required parking space ratio.
  - g. Roof top units shall be completely screened on all sides of the building by a screen at least as tall as the tallest unit. The materials used to screen the equipment shall be similar in appearance to the façade of the building and integrated into the design of the building.

Section 4.

The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

Section 5.

Any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

Section 6.

This ordinance shall be cumulative of all provisions of ordinances of the City of Carrollton, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 7.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

Section 8.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

Section 9.

This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Fourth day of April, 2017.

CITY OF CARROLLTON

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

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Loren Shapiro, AICP  
Chief Planner

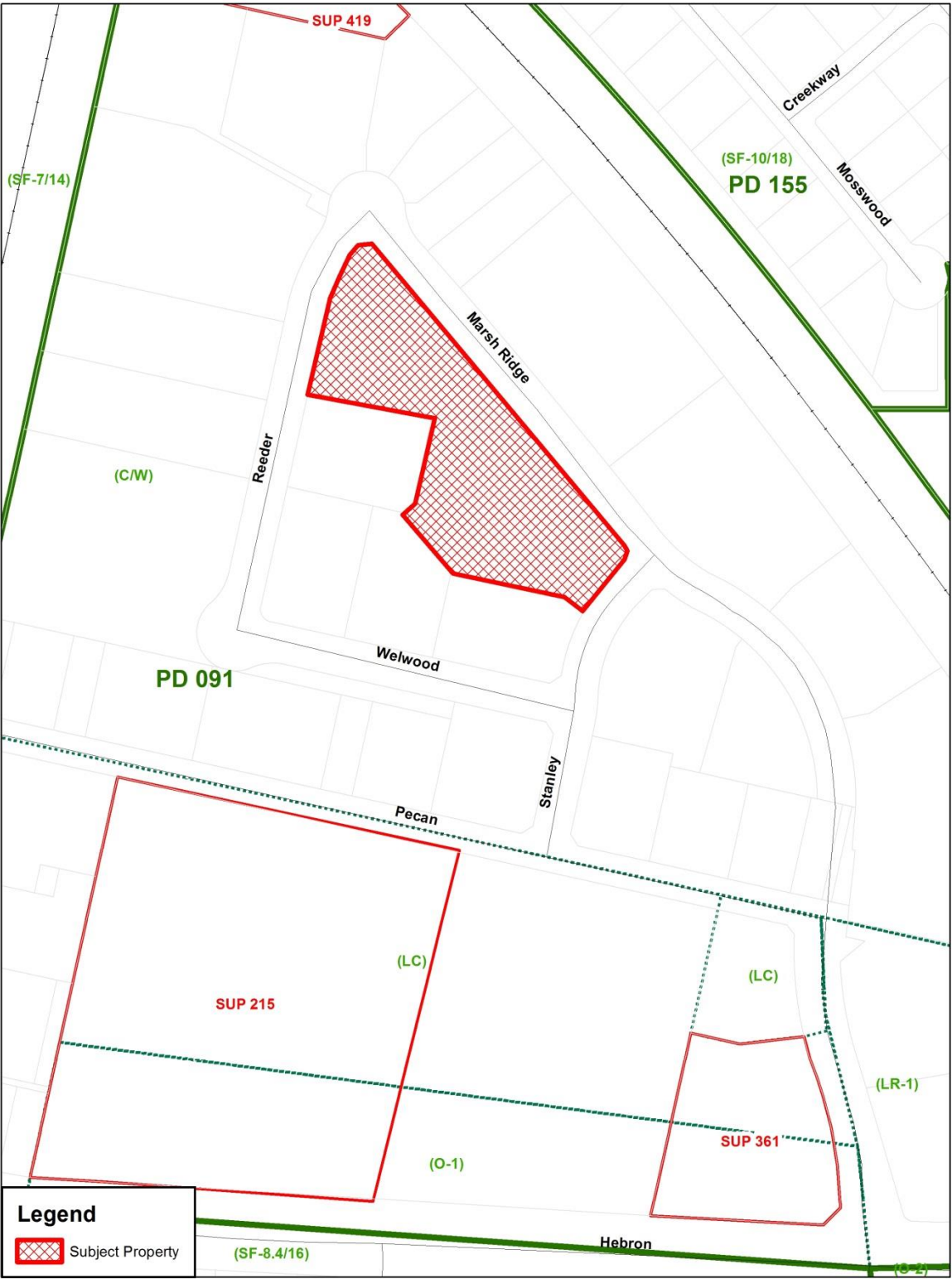


**EXHIBIT A**  
Legal Description

4325 Marsh Ridge Road

HIGH COUNTRY BUSINESS PARK, PHASE 11  
LOT 1R, BLOCK A

**EXHIBIT B**  
Location Map



## EXHIBIT C

### Conceptual Site Plan

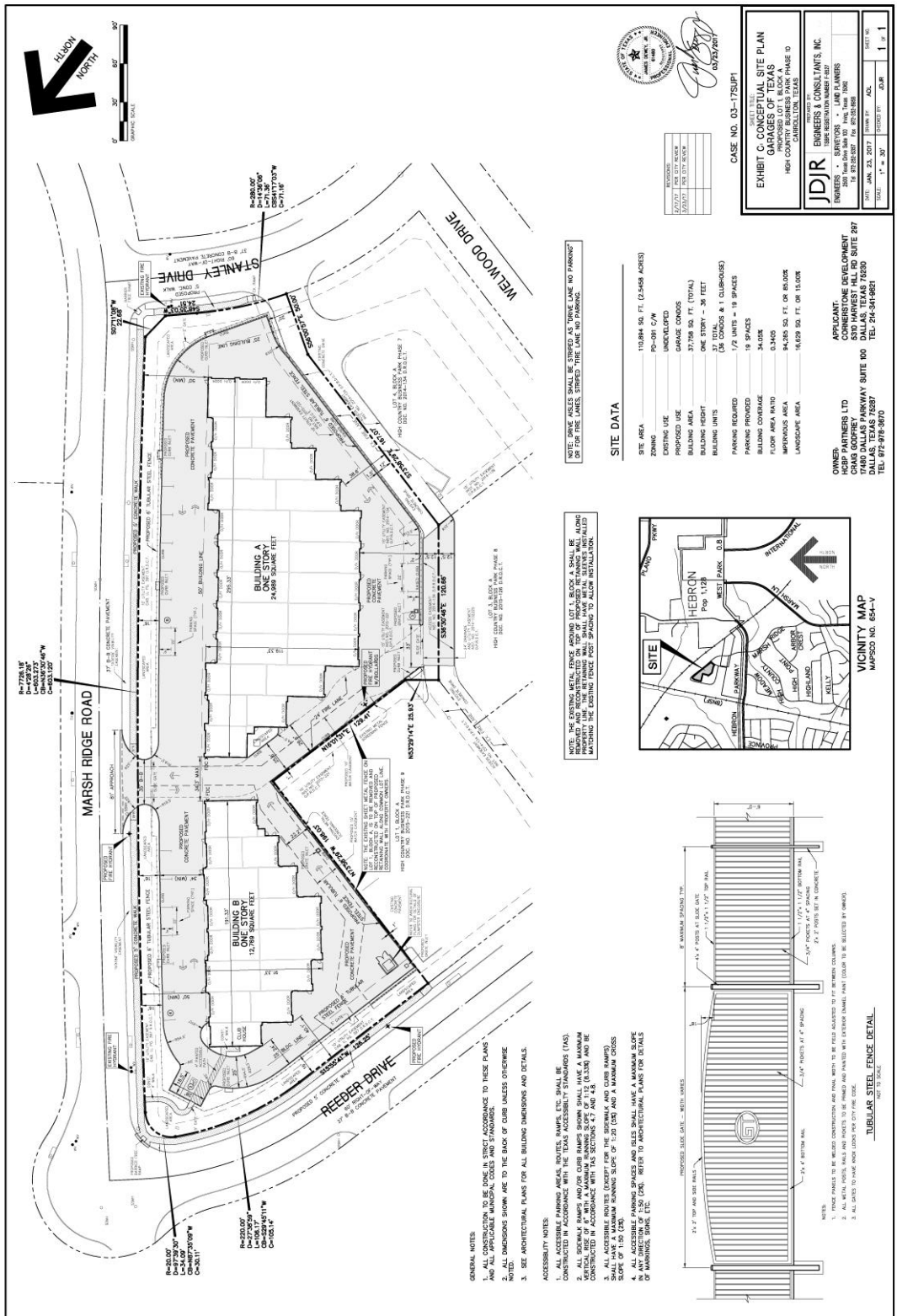


EXHIBIT D  
Conceptual Landscape Plan

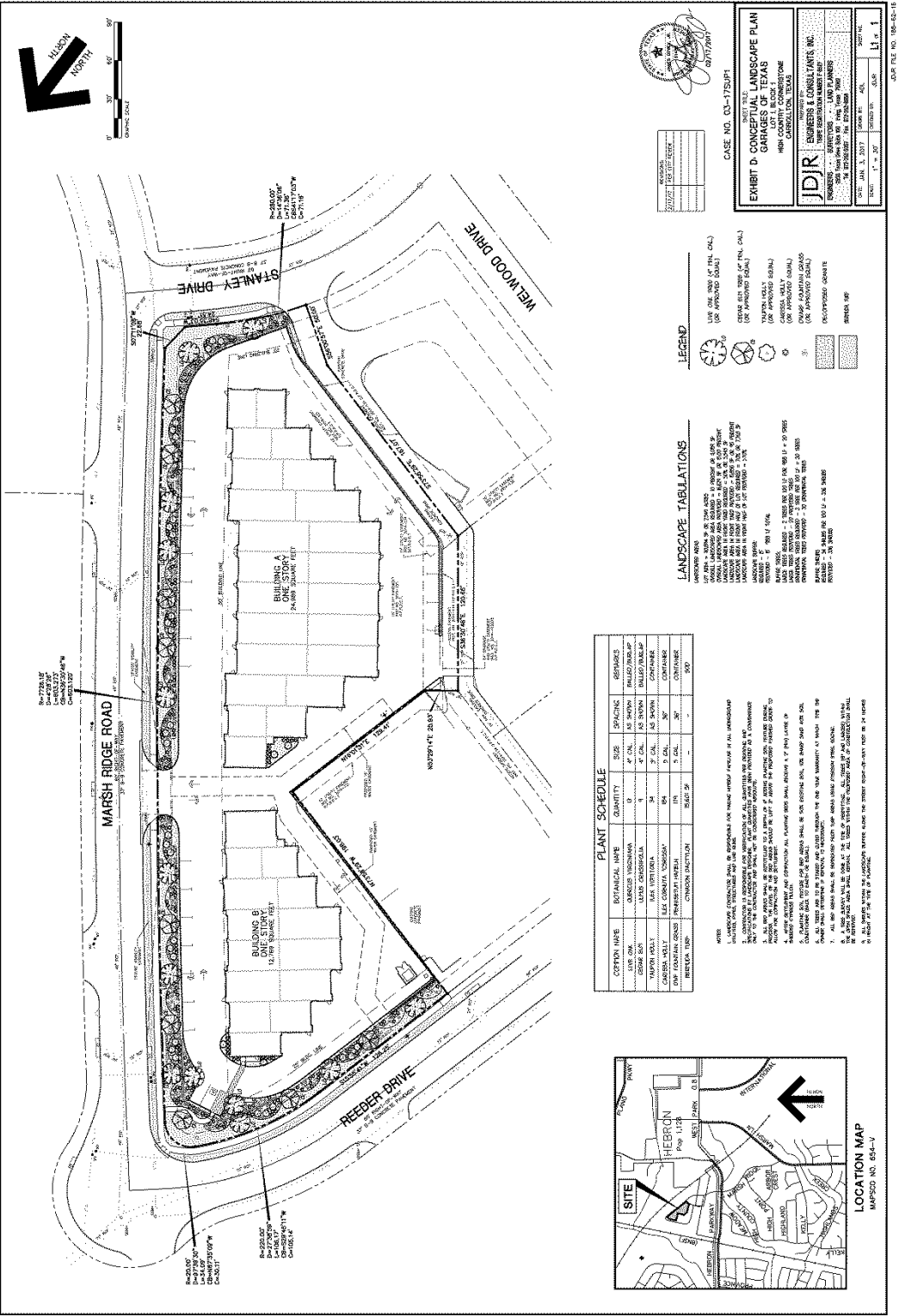
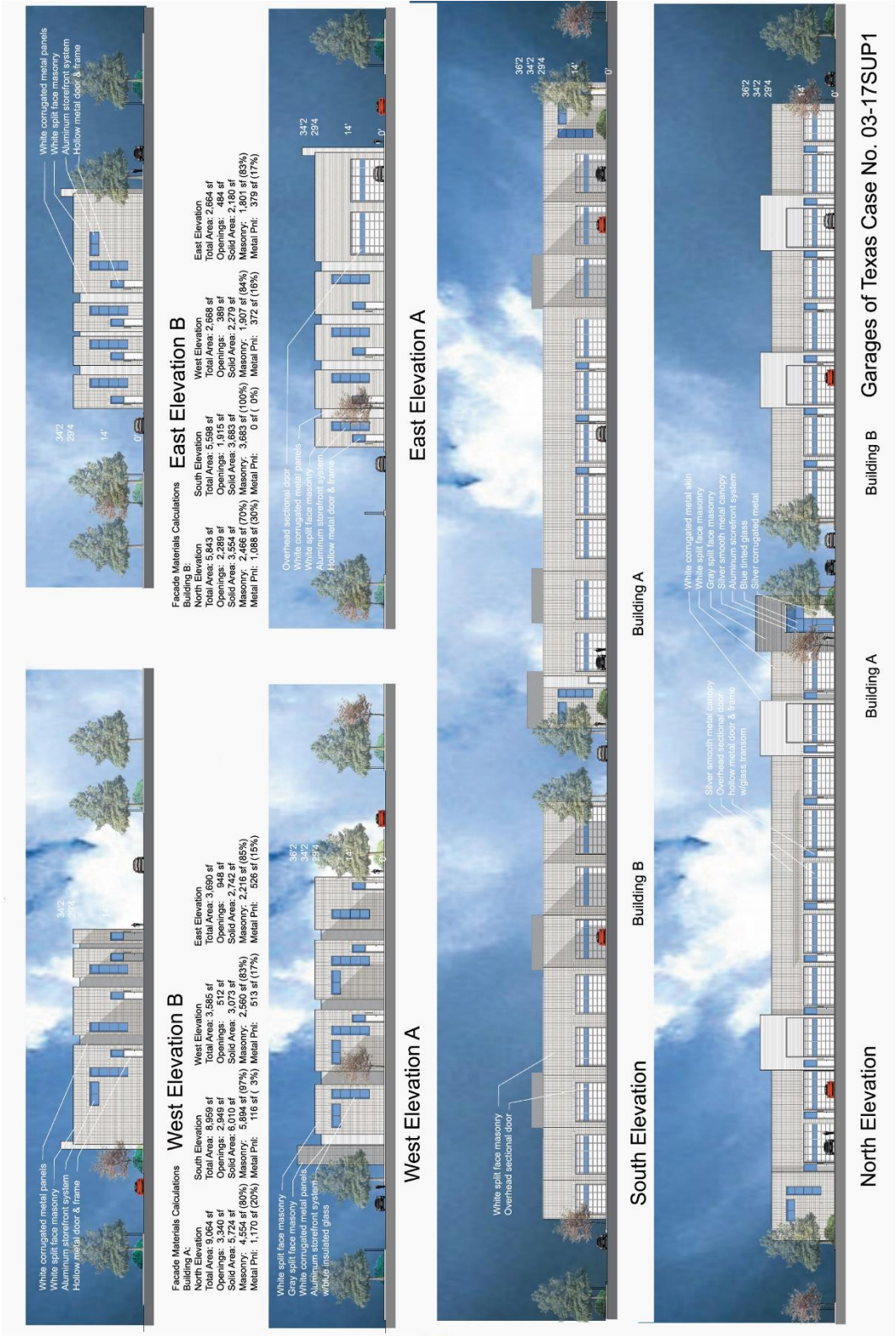


EXHIBIT E  
Conceptual Building Elevation Plan







# City of Carrollton

## Agenda Memo

File Number: 3186

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Public  
Hearing/Individual  
Consideration

**In Control:** City Council

**File Type:** Public Hearing

**Agenda Number:** 22.

**CC MEETING:** April 4, 2017

**DATE:** March 21, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Loren Shapiro, Chief Planner

Hold A **Public Hearing To Consider An Ordinance To Amend The Zoning On An Approximately 1.53-Acre Tract Zoned Planned Development 52 (PD-52) And Located Generally On The West And South Sides Of St. Pierre Drive And East Side Of Le Mans Drive To Allow For Changes To Various Development Regulations Including Setbacks And Access; Amending The Official Zoning Map Accordingly. Case No. 02-17Z1 Josey Park Estates, Block A, Lots 16R-21R. Case Coordinator: Loren Shapiro.**

### **BACKGROUND:**

This is a request to amend Planned Development 52 (PD-52) amending various development regulations to allow for the development of single-family homes on Lots 16R-21R, Block B Josey Park Estates.

### **FINANCIAL IMPLICATIONS:**

There are no financial implications on the current or future operating budgets regarding this request.

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

On March 2, 2017 the Planning & Zoning Commission recommended **APPROVAL** of amending the zoning to reduce setbacks and change garage and driveway orientation with updated development standards on the subject properties. The Commission's approval recommendation was not unanimous, as two commissioners voted in opposition. The attached ordinance reflects the action of the Commission. There was no public opposition received. However, since the Commission's recommendation for approval was not unanimous, this item is being placed on the Public Hearing - Individual Consideration portion of the agenda.



## RESULT SHEET

**Date:** 03/21/17

**Case No./Name:** 02-17Z1 Josey Park Estates (Zoning)

### A. STIPULATIONS AND RECOMMENDATIONS

Staff recommends **APPROVAL** with the following stipulations:

1. That Planned Development Number 52 is hereby amended for Lots 16-21, Block A of the Josey Park Estates Addition, located west of Carmel Drive, at the intersection of St. Pierre Drive and Le Mans Drive and more specifically described and depicted on the attached Exhibit A, providing for modified development standards.
2. Development shall be in accordance with the Conceptual Site Plans attached hereto and incorporated herein as Exhibits B and C.
3. That development shall be in accordance with the following additional special conditions, restrictions, and regulations:
  - a. The minimum setback from garage door openings measured for the maneuverability of vehicles to the property line for Lots 18-21, Block A shall be twenty-four (24') feet.
  - b. The garage door openings for Lots 16-19, Block A shall not face any public street.
  - c. The minimum setback along St. Pierre Drive for Lot 19, Block A shall be ten (10') feet.
  - d. The minimum front yard setback for Lot 16, Block A shall be fifteen (15') feet.
  - e. The minimum front yard setback for Lots 17 and 18 shall be five (5') feet, without any roof overhang.
  - f. The minimum side yard setback (internal lot or abutting an alley) for a one or two-story structure shall be six (6') feet measured from the property line.
  - g. The minimum side yard setback along the existing access easement for Lot 18, Block A shall be eight (8') feet measured from the property line.
  - h. Access for Lots 18-21, Block A may be provided through an existing twelve (12') foot wide access easement along the east property line of Lot 18, Block A and the west property lines of Lots 19, 20 and 21 Block A.
  - i. If a fence is provided along the back yard of the property for Lots 17 and 18, it shall be a metal or wrought-iron ornamental fence.
  - j. The minimum lot size shall be 7,500 square feet.



k. The minimum dwelling size shall be 1,800 square feet.

**B. P&Z ACTION** from P&Z meeting: 02/02/17

Result: **CONTINUED** to the March 2, 2017 P&Z meeting/Vote: 8-0 (Romo absent)

**C. P&Z ACTION** from P&Z meeting: 03/02/17

Result: **APPROVED** /Vote: 7-2 (Kiser and Kraus in opposition)

**D. CC PUBLIC HEARING** from CC meeting: 04/04/17

Result: /Vote:

## ZONING

Case Coordinator: Loren Shapiro

---

### GENERAL PROJECT INFORMATION

**SITE ZONING:** Planned Development (PD-52) for the (SF-7/16) Single-Family District with development standards

#### SURROUNDING ZONING

#### SURROUNDING LAND USES

|       |                                                                      |                        |
|-------|----------------------------------------------------------------------|------------------------|
| NORTH | Planned Development (PD-52) for the (SF-7/16) Single-Family District | Single-Family Detached |
| SOUTH | Planned Development (PD-52) for the Parks                            | City Park              |
| EAST  | Planned Development (PD-52) for the (SF-7/16) Single-Family District | Single-Family Detached |
| WEST  | Planned Development (PD-52) for the Parks                            | City Park              |

**REQUEST:** Request to amend PD-52 development regulations to allow for the development of two homes on Lots 17R and 18R, Block A, Josey Park Estates

**PROPOSED USE:** Single-Family Detached

**ACRES/LOTS:** 1.529 acres/6 lots

**LOCATION:** The west and south sides of St. Pierre Drive and east side of Le Mans Drive

**HISTORY:** The property was originally zoned PD-52 for the (MF-18) in 1978. Subsequent amendments changed the zoning to PD-52 for the (SF-7/16) Single-Family Detached in 1992, 1993 and 2003.

Since the 2003 rezoning, there were retaining wall failures resulting in lesser area on which to develop single-family homes, on Lots 17 and 18 as prescribed in the current PD 52 regulations (Ordinance 2780).

The lots were rezoned to unique development standards due the challenging topography along the west sides of Lots 16R-18R, and Lot 21R in 2003.

The original final plat was recorded June 7, 1993. A replat for the subject parcels was recorded on January 30, 2004.

**COMPREHENSIVE PLAN:** Single-Family Detached

**TRANSPORTATION PLAN:** Le Mans Drive and St. Pierre Drive are local residential streets.

**OWNER & REPRESENTATION:** Pierre Investments, Inc.

## **STAFF ANALYSIS**

### **PROPOSAL**

This request proposes to amend PD-52 (Ordinance 2780) to allow for the development of single-family residential homes on Lots 17R and 18R, Block A, Josey Park Estates.

The applicant is requesting several changes to the requirements of the Comprehensive Zoning Ordinance and adopted PD-52 standards for the property. The changes requested are due to failure of a retaining wall on the southern portions of Lots 17 and 18, reducing the building envelope for home development. Additionally, staff is updating the requirements in response to the development of the existing homes and to add pertinent regulations left out of the 2003 amendments.

### **CURRENT ORDINANCE REQUIREMENTS AND CONDITIONS**

The subject property is currently zoned PD-52 for the (SF-7/12) Single-Family Residential. The planned development provides specific requirements for Lots 16-21, Block A in the Josey Park Estates subdivision. Currently, only lots 17 and 18 are undeveloped.

- Previous PD-52 amendments had required the following development regulations that were not included with the most recent 2003 updates:
  - Lots developed with minimum 7,500 square feet lots, instead of the minimum 7,000 square foot dimensions, in the base zoning SF-7/12
  - Minimum home sizes of 1,800 square feet that was not included in the 2003 amendments
  - Required wrought iron or metal ornamental fencing along the backsides of lots facing the creek

### **ELEMENTS TO CONSIDER:**

The applicant met with Josey Park Estate residents prior to and during the zoning process. The residents support the applicant's proposal including changes to setbacks related to the PD regulations and zoning (see Public Comments).

The following are text amendments to the current PD-52 standards, contained in Ordinance 2780. New added language is underlined and removed text ~~crossed-out~~ in red. Explanations of changes are provided in *italics*.

That development shall be in accordance with the following additional special conditions, restrictions, and regulations:

1. The minimum setback from ~~a~~garage door openings measured for the maneuverability of vehicles to the property line for Lots 18-21, Block A shall be twenty-four (24') feet.
  - *The current language needed to be clarified specifying the measurement for maneuverability of vehicles from garages on driveways to streets.*

2. The garage door openings for Lots 16-19, Block A shall not face any public street.
  - *The subdivision was developed with side and rear-entry garages only. The Josey Park Estates HOA is requesting the regulation remain.*
3. The minimum setback along St. Pierre Drive for Lot 19, Block A shall be ten (10') feet.
  - *The home on Lot 19 is existing and is setback 10 feet from the St. Pierre Drive right-of-way.*
4. The minimum front yard setback for Lots 16, ~~17, and 18~~, Block A shall be fifteen (15') feet.
  - *A home exists on Lot 16 and is 15 feet from St. Pierre Drive.*
  - *Front setbacks for Lots 17 and 18 addressed below.*
5. The minimum front yard setback for Lots 17 and 18 shall be five (5') feet, without any roof overhang.
  - *Due to erosion and retaining wall failures along the backsides of Lots 17 and 18, reducing the front setbacks are necessary to accommodate the smaller building area available.*
  - *Garages shall be side-entry with front-loaded driveways.*
  - *Also, there is an existing 5-foot utility easement for utilities and TXU (Oncor) that must remain free and clear along St. Pierre Drive. No roof overhang may extend into any easements. However, should the home construction not include roof overhang in the front, that portion of the wall may be five (5) feet from the street right-of-way.*
6. The minimum side yard setback (internal lot or abutting an alley) for a one or two-story structure shall be six (6') feet measured from the property line.
  - *The statement is revised to specify setbacks are measured from the property line.*
7. The minimum side yard setback along the ~~proposed~~ existing access easement for Lot 18, Block A shall be eight (8') ~~twelve (12')~~ feet measured from the property line.
8. Access for Lots 18-21, Block A ~~shall~~ may be provided through ~~a minimum~~ an existing twelve (12') foot wide access easement along the east property line of Lot 18, Block A and the west property lines of Lots 19, 20 and 21 Block A. ~~(Exhibit B)~~
  - *An existing 12-foot wide access easement was dedicated on the plat allowing for driveway access to Lots 18-21 originally.*
  - *The 12-foot driveway, however, was constructed incorrectly, as one-half was built outside and east of the easement.*
  - *In order to ensure sufficient setbacks remain from the mutual access easement, staff is recommending a minimum 8-foot setback of building(s) from the property line. This*

*will ensure sufficient space should the driveway for mutual access be reconstructed correctly without impacting the future home.*

~~8. Trash and/or recyclable material collection shall not be allowed from the access easement for Lots 18, 19, 20 and 21, Block A.~~

- *Trash collection occurs along streets or public alleys only, but not from dead-end residential access easements. Therefore, the above stipulation is not necessary.*

~~10. The pedestrian access easement requirement between Lots 16 and 17, Block A shall be deleted.~~

- *The pedestrian access easement requirement was originally removed in 2003 and no longer needs to be part of the PD.*
- *A city tract between Lots 16 and 17 provides access to the creek.*

~~10. The Photinia shrub planting requirement along the wrought iron fence for Lots 16-21, Block A shall be deleted.~~ If a fence is provided along the back yard of the property for Lots 17 and 18, it shall be a metal or wrought-iron ornamental fence.

- *A metal or wrought-iron fence was originally required with previous PD-52 regulations for lots backing to the creek. This requirement should be added to keep with the originally adopted planned development and to ensure views of the creek and hike and bike trails below are maintained for residents. Some residents prefer the ornamental fencing over the typical wood or cedar fencing, which would block views.*
- *Due to the erosion and failure of the retaining wall, the photinias are no longer applicable.*

The following are text amendments to the current PD-52 standards, contained in Ordinance No. 1832. These regulations should have been included in 2003, as homes were developed to the following standards. New added language is underlined and removed text ~~crossed out~~ in red. Explanations of changes are provided in italics.

11. The minimum lot size shall be 7,500 square feet.

12. The minimum dwelling size shall be 1,800 square feet.

- *As explained earlier the lots were platted with minimum 7,500 square foot tracts and 1,800 square foot homes.*

## CONCLUSION

The applicant is proposing homes on Lots 17 and 18, Block A in Josey Park Estates. Staff believes the adjustment to the PD-52 regulations for these lots and remaining tracts (shown in Exhibit A) are reasonable and necessary. The continuity of the neighborhood remains while accommodating reductions due to physical conditions caused by erosion and retaining wall failures along the creek adjacent to Lots 17 and 18.



(JBL Overlay)  
(MF-18)

(LR-2)

(MF-15)

(SF-7/16)

St Pierre

(SF-7/16)

PD 052

(SF-7/16)

Le Mans

(PARK)

Josey Lane



Subject Property



**PLANNING & ZONING COMMISSION MEETING  
MARCH 2, 2017 DRAFT MINUTES**

**8. Public Hearing To Consider And Act On An Ordinance To Amend the Zoning On An Approximately 1.53-Acre Tract Zoned Planned Development 52 (PD-52) And Located Generally On The West and South Sides Of St. Pierre And East Side Of Le Mans Drive To Allow For Changes To Various Development Regulations including setbacks and access; Amending The Official Zoning Map Accordingly. Case No. 02-17Z1 Josey Park Estates, Block A, Lots 16R-21R.** Case Coordinator: Loren Shapiro.

Shapiro presented the case to amend the existing Planned Development to allow for the development of two lots on the southwest portion of the cul-d-sac. The back of the property had suffered erosion due to the retaining wall failure. To accommodate development of the two lots, the Planned Development requirements would need to be changed. The garages would be oriented away from the street but would be front loaded from the street; the setback would be reduced from 15 feet to 5 feet to allow the homes to fit. In addition, staff recommended changes to the PD to remove items that were no longer pertinent.

Chrisman noted the erosion and deterioration and asked how future erosion would be prevented. Ken Gazian, Pierre Investments, applicant, stated they were no longer dealing with erosion on the two properties and explained that the mud slide completely deteriorated the wall so that there is no retaining wall at all; just a slope. Chrisman voiced concern for flooding or further mud slides for future home owners. Mr. Gazian stated the property would be highly engineered advising that they were working with civil engineers as well as residential engineers who would provide him with the best design features to prevent future erosion. He further stated they would be a very expensive foundation plans for the whole house.

Kraus asked about the existing retaining wall and asked if the applicant would build another retaining wall. Mr. Gazian replied that they would not be building any walls; the homes would be built on the slope and the natural slope would stay intact and they would build a basement level as the first level and on top of that, the second level would align with the street level resulting in a walkout basement.

Kiser stated confusion with mediating the existing condition and asked what would be done to keep it from happening again; the fact that it is a dirt slope doesn't mean it will maintain the slope. Mr. Gazian explained that the problems that occurred before was because the retaining wall had no supportability and he felt the compaction level wasn't installed correctly. He explained that the home would have three levels; one below grade, one at grade and one above grade.

Shapiro reminded the Commission that the building plans for the structure would be reviewed by the Building Inspection Department which is separate from the zoning of the property. The zoning issues they should be considering is concerning the setbacks, access requirements, and orientation of the driveways.

Kiser voiced concern that with the reduction in setbacks, the building would be closer to the problem area. Shapiro explained that actually the building would be moved further away from the problem area with the proposed setbacks.



**PLANNING & ZONING COMMISSION MEETING  
MARCH 2, 2017 DRAFT MINUTES**

Kraus asked if the walls that have not failed have been tested and Mr. Gazian stated they would not be touching those areas.

Susan Keller interjected to underscore that the Commission's role is to consider the setbacks and the access changes in the PD and stated that the questions being asked were not a part of the consideration before the Commission.

Denholm asked about setbacks with a trapezoidal shaped lot such as proposed and Shapiro used the pointer on the screen to illustrate the areas of the setbacks.

Chair Averett opened the public hearing and invited speakers to the podium.

Ann Burns, 2004 Lamont Drive, Lot 20 which is adjacent to Lot 18, and is also the Architectural Control Committee Chairperson for the Josey Park Estates HOA, stated they have been working with City staff and Mr. Gazian to develop a reasonable solution that works for the homeowners who are most affected by the development plans. She stated that they feel that the proposed amendment was reasonable in light of the topography of the property and the access issues.

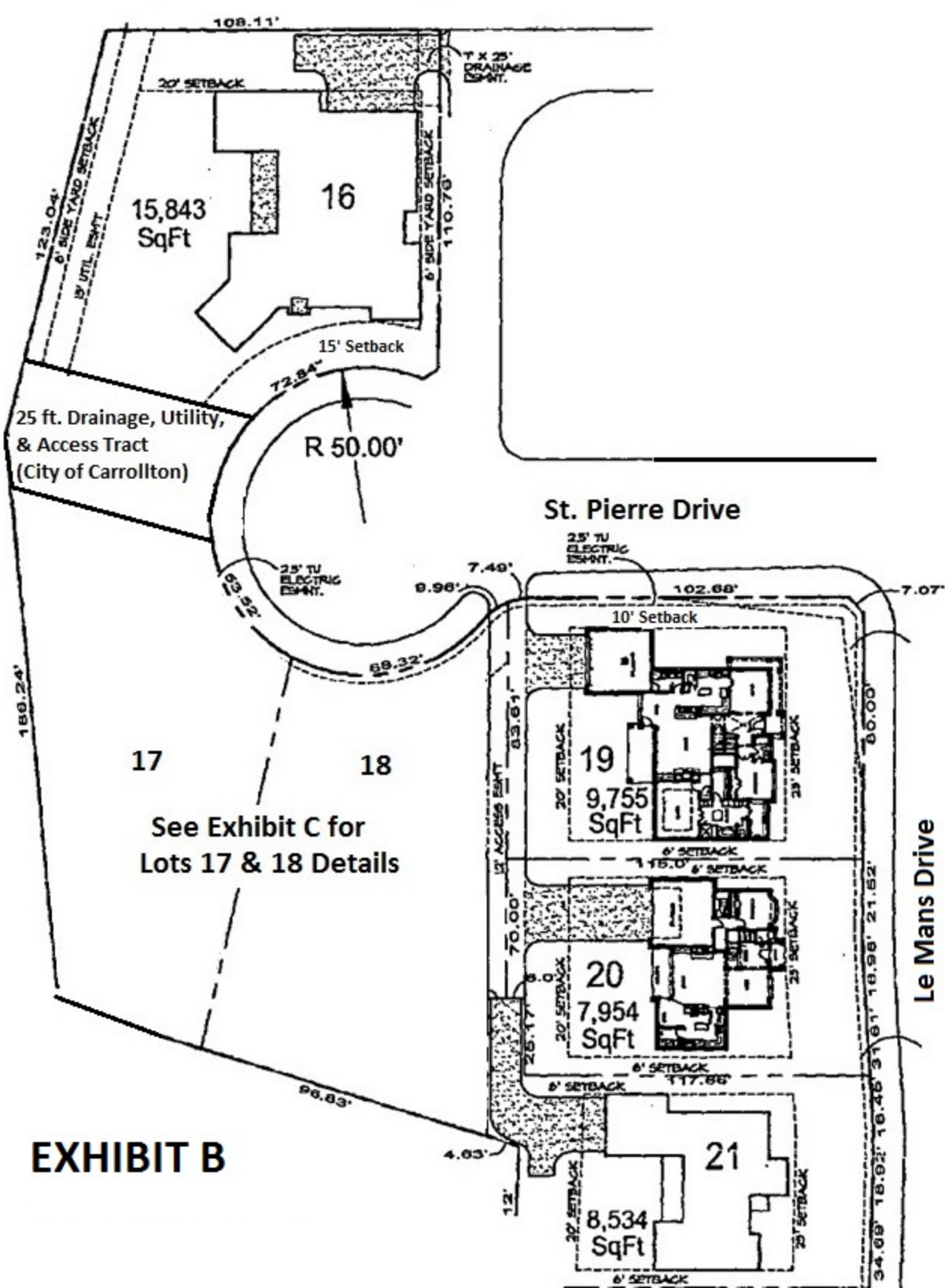
\* ***Chrisman moved to close the public hearing and approve Case No. 02-17Z1 Josey Park Estates, Block A, Lots 16R-21R with staff stipulations; second by Diamond.***

Chair Averett offered the applicant an opportunity for closing comments.

Mr. Gazian stated he felt the proposal was a sound project with a lot of consideration of safety and noted the reason for the side entry garages and variance regarding the alley.

***The motion was approved with a 7-2 vote, Kiser and Kraus opposed.***





**EXHIBIT B**



# 'SURVEY PLAT'

T 18R, IN BLOCK A, OF JOSEY PARK ESTATES REPLAT, AN ADDITION TO THE CITY OF CARROLLTON, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN 2004019, PAGE 30, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

SITE BENCHMARK:  
ELEVATION=494.80'

ST. PIERRE DRIVE  
(50' R.O.W.)

R=20.00'  
Δ=28°21'04"  
CB=N 53°07'13" E  
CH=9.84'  
L=9.94'

R=50.00'  
Δ=78°15'48"  
CB=N 78°02'52" E  
CH=63.12'  
L=68.30'

CITY OF CARROLLTON  
VOLUME 98047, PAGE 3302  
D.R.D.C.T.  
(P.P.)

FND 1/2" I.R. BEARS  
N 42°05'01" E 0.91'  
S 77°41'46" E 68.42'

2.5' UTILITY  
ESMT. (P.P.)

2.5' T.U. ELECTRIC EASEMENT  
VOLUME 93109, PAGE 7592  
M.R.D.C.T.  
(P.P.)

VACANT LOT  
LOT 17R  
BLOCK A  
11,615 SQ. FT.  
(0.267 ACRES)  
(MEAS.)  
(P.P.)

VACANT LOT  
LOT 18R  
BLOCK A  
11,940 SQ. FT.  
(0.274 ACRES)  
(MEAS.)  
MIN FF=483.5'  
(P.P.)

LOT 19R

LOT 20R

LOT 21R



GRAPHIC SCALE:  
1 INCH = 20 FEET

CITY OF CARROLLTON  
VOLUME 88131, PAGE 3784  
D.R.D.C.T.  
(P.P.)

(PLAT=N 06°58'26" W 173.54')  
N 07°07'51" W 173.85'

FND 1/2" I.R. BEARS  
N 10°01'38" E 0.84'  
SET 5/8" I.R.

APPROXIMATE LOCATION OF 100 YEAR  
FLOODPLAIN AS SCALED FROM  
COMMUNITY PANEL NO. 480167 0160K,  
DATED 07/07/2014, OF THE NATIONAL  
FLOOD INSURANCE RATE MAPS FOR  
DALLAS COUNTY, TEXAS.

APPROXIMATE LOCATION OF 100 YEAR  
FLOODPLAIN AS SCALED FROM COMMUNITY  
PANEL NO. 480167 0160K, DATED  
07/07/2014, OF THE NATIONAL FLOOD  
INSURANCE RATE MAPS FOR DALLAS COUNTY,  
TEXAS.

ADDRESS: 2004 ST. PIERRE DRIVE

## FLOOD STATEMENT:

ACCORDING TO MY INTERPRETATIONS OF COMMUNITY PANEL NO. 480167 0160K, DATED 07/07/2014, OF THE NATIONAL FLOOD INSURANCE RATE MAPS FOR DALLAS COUNTY, TEXAS, THE SUBJECT PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE "X" AND IS NOT SHOWN TO BE WITHIN A SPECIAL FLOOD HAZARD AREA. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

## NOTES:

- 1) ALL CORNERS LABELED HEREON AS "SET 5/8" I.R." HAVE A YELLOW CAP STAMPED "R.P.L.S. 5587".
- 2) (P.P.) INDICATES BUILDING LINES, EASEMENTS, R.O.W.S, DIMENSIONS, ETC. ARE PER PLAT REFERENCED IN LEGAL DESCRIPTION ABOVE.
- 3) ALL ELEVATION SHOWN HEREON ARE NAVD88 DERIVED FROM STATIC GPS OBSERVATIONS SUBMITTED TO OPUS FOR SOLUTION.

CERTIFIED TO: PIERRE INVESTMENTS, INC.

DRAFTER:JLM DATE: 08/26/2015 JOB NO.:15-08-132

## SYMBOL LEGEND

|     |                       |
|-----|-----------------------|
| --- | WOOD FENCE            |
| -x- | CHAIN LINK FENCE      |
| -x- | WIRE FENCE            |
| -o- | WROUGHT IRON FENCE    |
| ⊗   | COLUMN                |
| ⊙   | POWER POLE            |
| ⊕   | WATER METER           |
| ⊖   | POWERLINE             |
| —S— | OVERHEAD SERVICE LINE |
| ⊞   | TRANSFORMER AND PAD   |
| ⊞   | GAS METER             |
| /// | ASPHALT SURFACE       |
| —   | CONCRETE              |

I, JASON L. MORGAN, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE SUBJECT PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY UNDER MY SUPERVISION. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING INDICATED BY THE PLAT.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACTOR; THEREFORE, NO SEARCH OF RECORD EASEMENTS WAS PERFORMED ON THE SUBJECT PROPERTY. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL.

*Jason L. Morgan*  
JASON L. MORGAN TXRPLS 5587



**Global Land Surveying, Inc.**

SERVING THE GREATER DALLAS-FORT WORTH METROPLEX SINCE 2002

GLOBAL LAND SURVEYING, INC.  
2030 "G" AVENUE, SUITE 1104  
PLANO, TEXAS 75074  
PHONE (972) 881-1700  
FAX (972) 423-1083  
ORDERS@GLS-INC.COM

**EXHIBIT C:**  
**Lots 17 & 18**



PLANNING DEPARTMENT  
City of Carrollton  
Date: 04/04/2017

PLANNED DEVELOPMENT NO. 52  
Josey Park Estates (Zoning)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY AMENDING PLANNED DEVELOPMENT NUMBER 52 AS ESTABLISHED BY ORDINANCE NUMBER 753 ON JANUARY 23, 1978 AND AMENDED BY ORDINANCE NUMBER 1131 ON NOVEMBER 6, 1984 AND ORDINANCE NUMBER 1832 ON SEPTEMBER 15, 1992 AND ORDINANCE NUMBER 1939 ON SEPTEMBER 7, 1993 AND ORDINANCE NUMBER 2780 ON MARCH 4, 2003 FOR LOTS 16-21, BLOCK A OF THE JOSEY PARK ESTATES LOCATED WEST OF CARMEL DRIVE AT THE INTERSECTION OF ST PIERRE DRIVE AND LE MANS DRIVE; PROVIDING FOR MODIFIED DEVELOPMENT STANDARDS UPON SAID PROPERTY; PROVIDING PENALTY, SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

**WHEREAS**, at a public hearing held on the Second day of March, 2017, the Planning and Zoning Commission considered and made recommendations on a certain request for a Planned Development District (Case No. 02-17Z1);

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

**WHEREAS**, this establishment of zoning will distinguish development standards specially applicable to the unique nature of the approximately 1.53-Acre tract; and

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

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

**SECTION 1.**

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

## SECTION 2.

Planned Development Number 52 is hereby amended in its entirety for a certain 1.53-acre tract of land located on Lots 16-21, Block A of the Josey Park Estates located west of Carmel Drive at the intersection of St Pierre Drive and Le Mans Drive, providing for the following:

### I. Development Standards

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

1. Planned Development Number 52 is hereby amended for Lots 16-21, Block A of the Josey Park Estates Addition, located west of Carmel Drive, at the intersection of St. Pierre Drive and Le Mans Drive and more specifically described and depicted on the attached Exhibit A, providing for modified development standards.
2. Development shall be in accordance with the Conceptual Site Plans attached hereto and incorporated herein as Exhibits B and C.
3. Development shall be in accordance with the following additional special conditions, restrictions, and regulations:
  - a. The minimum setback from garage door openings measured for the maneuverability of vehicles to the property line for Lots 18-21, Block A shall be twenty-four (24') feet.
  - b. The garage door openings for Lots 16-19, Block A shall not face any public street.
  - c. The minimum setback along St. Pierre Drive for Lot 19, Block A shall be ten (10') feet.
  - d. The minimum front yard setback for Lot 16, Block A shall be fifteen (15') feet.
  - e. The minimum front yard setback for Lots 17 and 18 shall be five (5') feet, without any roof overhang.
  - f. The minimum side yard setback (internal lot or abutting an alley) for a one or two-story structure shall be six (6') feet measured from the property line.
  - g. The minimum side yard setback along the existing access easement for Lot 18, Block A shall be eight (8') feet measured from the property line.
  - h. Access for Lots 18-21, Block A may be provided through an existing twelve (12') foot wide access easement along the east property line of Lot 18, Block A and the west property lines of Lots 19, 20 and 21 Block A.

- i. If a fence is provided along the back yard of the property for Lots 17 and 18, it shall be a metal or wrought-iron ornamental fence.
- j. The minimum lot size shall be 7,500 square feet.
- k. The minimum dwelling size shall be 1,800 square feet.

### SECTION 3.

The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

### SECTION 4.

Any person violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

### SECTION 5.

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

### SECTION 6.

This ordinance shall be cumulative of all provisions of ordinances of the City of Carrollton, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

### SECTION 7.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

SECTION 8.

This ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Fourth day of April, 2017

CITY OF CARROLLTON

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

ATTEST:

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

APPROVED AS TO FORM:

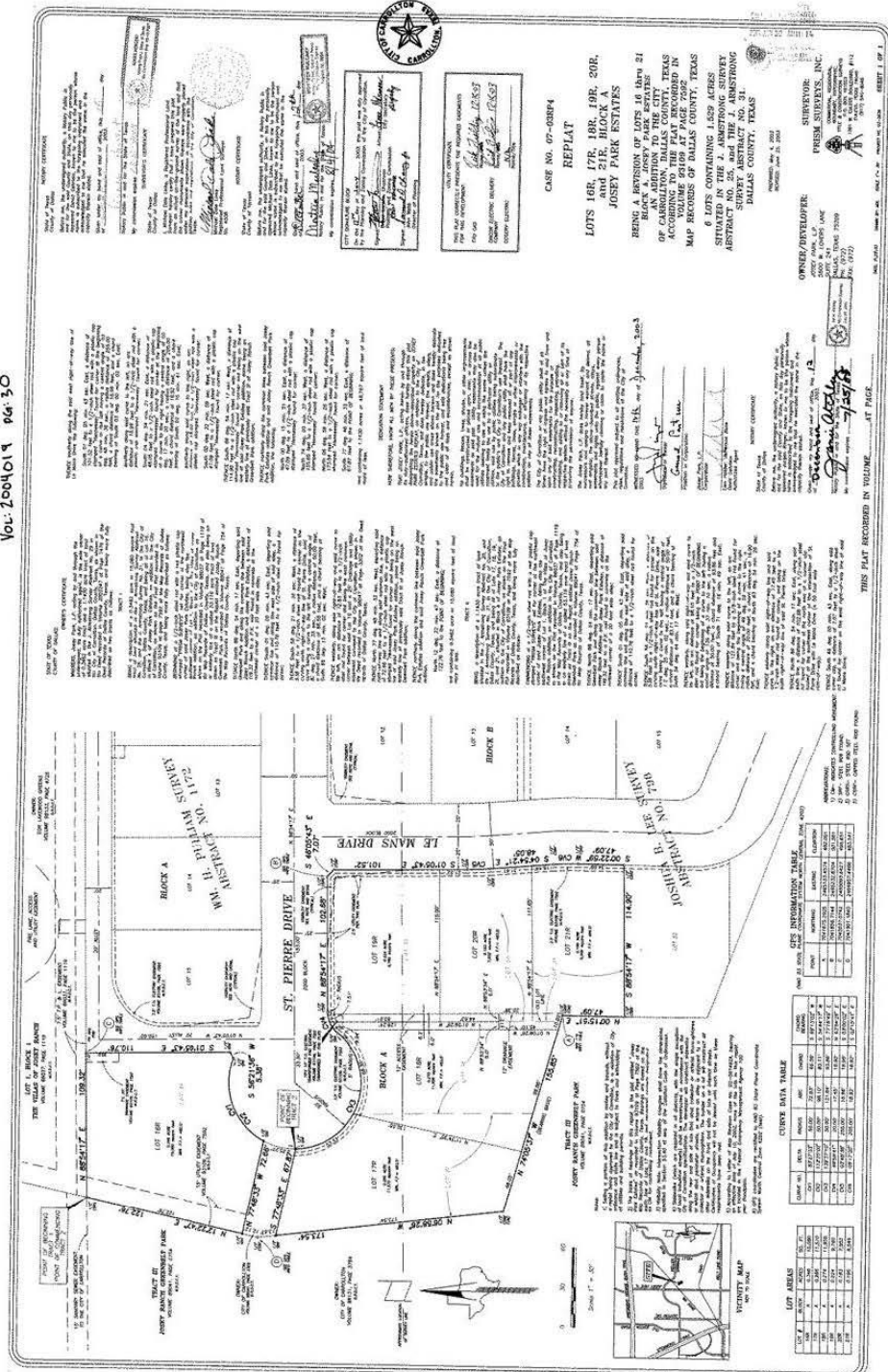
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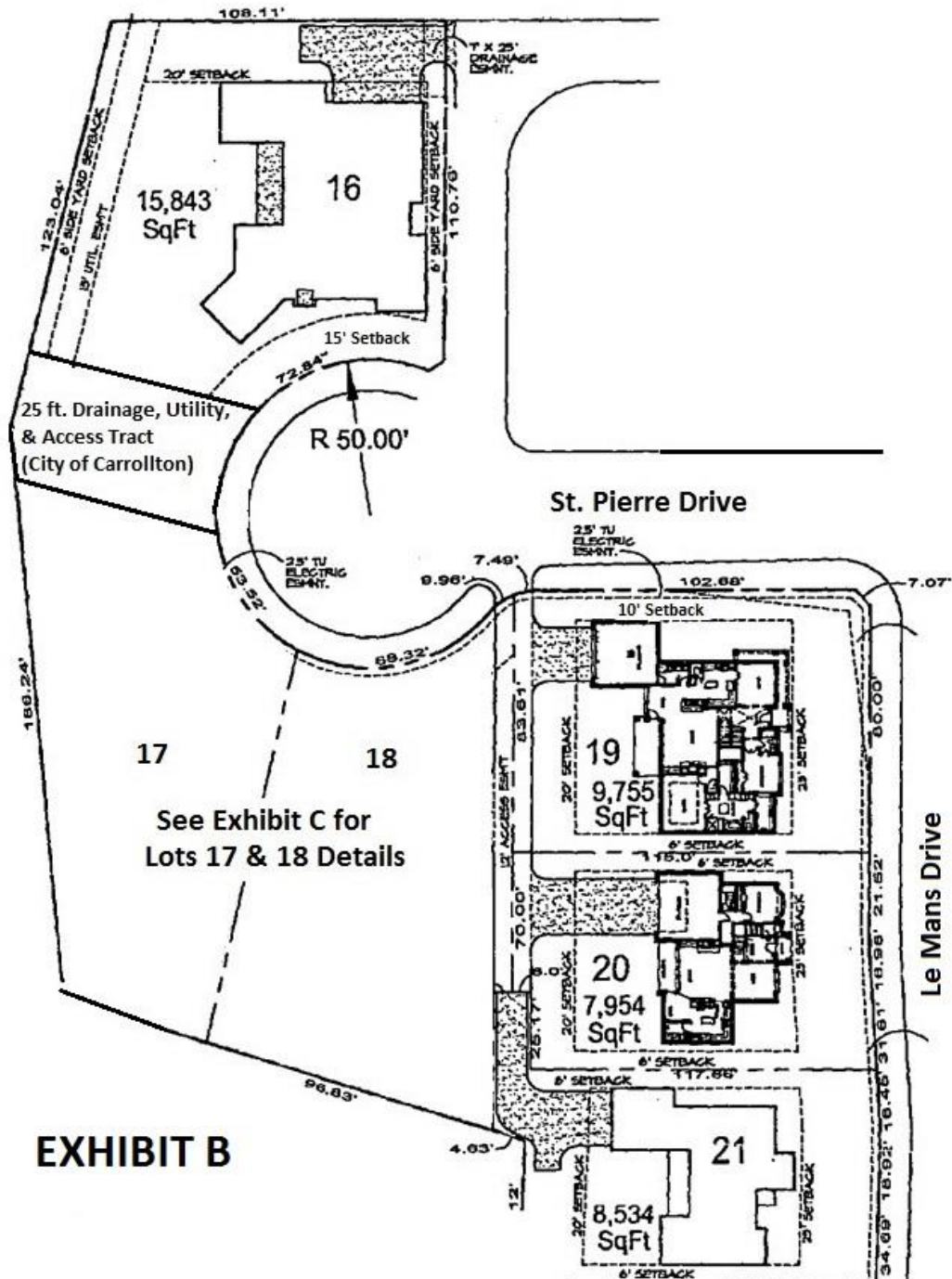
\_\_\_\_\_  
Susan Keller  
Assistant City Attorney

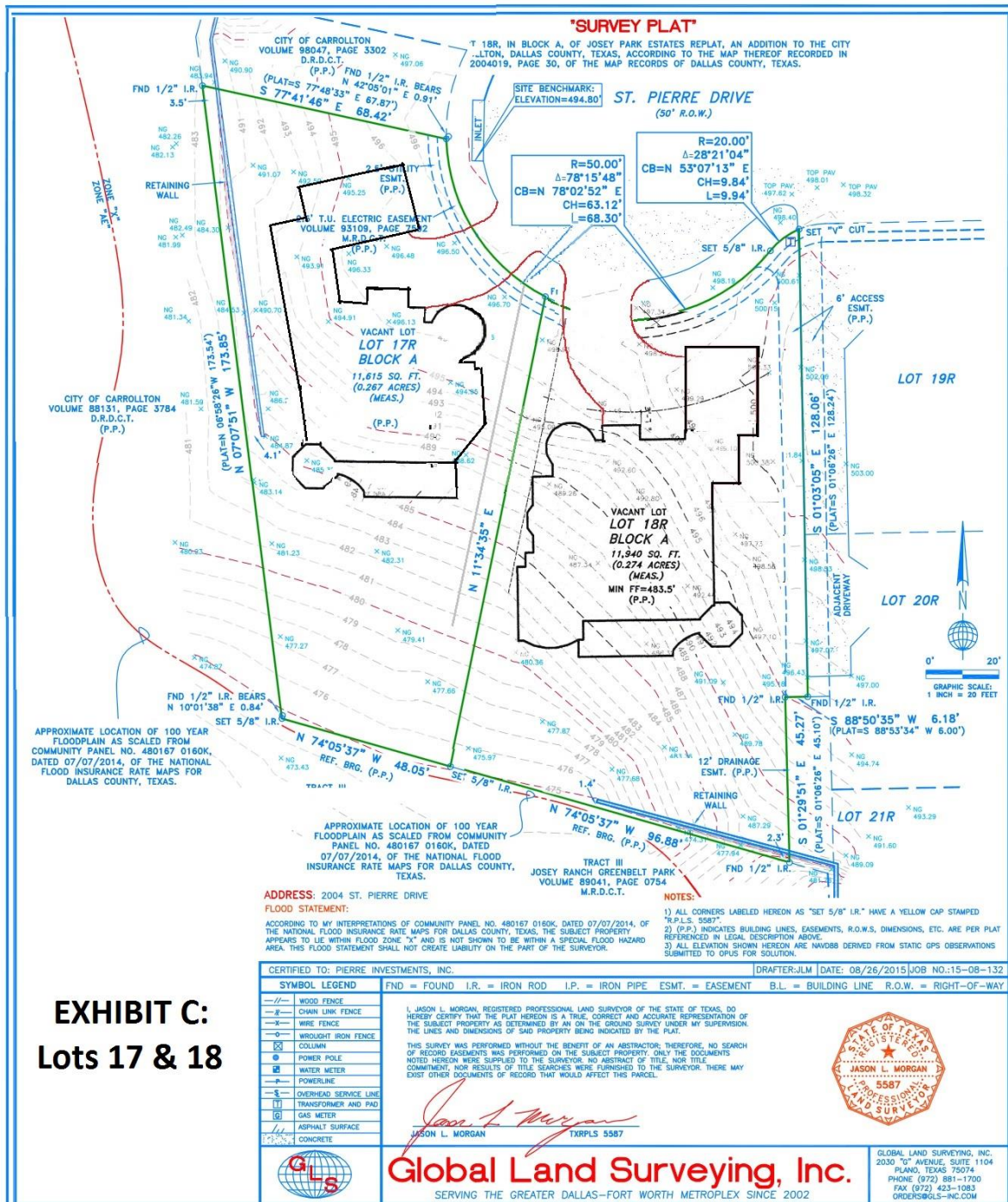
\_\_\_\_\_  
Loren Shapiro  
Chief Planner



## EXHIBIT A







**EXHIBIT C:**  
**Lots 17 & 18**





# City of Carrollton

## Agenda Memo

File Number: 3208

**Agenda Date:** 4/4/2017

**Version:** 1

**Status:** Public  
Hearing/Individual  
Consideration

**In Control:** City Council

**File Type:** Public Hearing

**Agenda Number:** 23.

**CC MEETING DATE:** April 4, 2017

**DATE:** March 30, 2017

**TO:** Erin Rinehart, City Manager

**FROM:** Marc Guy, Assistant City Manager

Hold A **Public Hearing And Consider An Ordinance Accepting The Service And Assessment Plan And Assessment Roll And Approving A Reimbursement Agreement For The Carrollton Castle Hills PID No. 2, Generally Located Near The Northwest Corner Of The Intersection Of Parker Road/FM 544 And Josey Lane.**

### BACKGROUND

The City has received a petition to create a public improvement district (PID). The boundary of the PID will coincide with the 144.13-acre tract recently annexed into Carrollton near the northwest corner of the intersection of Parker Road/FM 544 and Josey Lane. The property will be developed for single-family detached homes and multi-family residential as a future phase of Castle Hills. The purpose of the PID will be to fund site improvements and infrastructure that will support development within the district such as water and wastewater utilities, drainage, streets and sidewalks.

On February 28, 2017 City Council approved a resolution authorizing the creation of the Carrollton Castle Hills Public Improvement District No. 2.

Before assessments can be levied and collected from property owners within the PID a service and assessment plan (SAP) must be approved by the City Council. The SAP identifies the estimated cost of improvements within the district and establishes an allocation of those costs to be reimbursed to the developer from the property owner assessments. On March 21, City Council received the preliminary SAP and called a public hearing for April 4, 2017.

This agenda item action concludes the City's involvement in the process of creating the Castle Hills PID No. 2.

### FINANCIAL IMPLICATIONS

There will be a cost to the City for administration of the PID, which will be reimbursed to the City by the PID through the annual homeowner assessments.

**STAFF RECOMMENDATION/DESIRED ACTION**

Staff recommends City Council hold a public hearing and approve an ordinance accepting the Service and Assessment Plan and assessment roll and approving a reimbursement agreement for the Carrollton Castle Hills PID No. 2.

**CARROLLTON CASTLE HILLS  
PUBLIC IMPROVEMENT DISTRICT NO. 2**

**CITY OF CARROLLTON  
SERVICE AND ASSESSMENT PLAN**

**FEBRUARY 23, 2017**

**PREPARED BY**

**DAVID TAUSSIG & ASSOCIATES, INC.**  
5000 BIRCH STREET, STE. 6000 | 7200 ROUND HILL ROAD  
NEWPORT BEACH, CA 92660 | MCKINNEY, TX 75070  
(949) 955-1500 | (972) 521-3587

**CARROLLTON CASTLE HILLS  
PUBLIC IMPROVEMENT DISTRICT No. 2**

**CITY OF CARROLLTON**

**SERVICE AND ASSESSMENT PLAN  
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**Exhibits**

- Exhibit A – District Boundary Map and Legal Description**  
**Exhibit B – Preliminary Castle Hills Phase 10 Concept Plan**  
**Exhibit C – Detailed Estimate of Public Improvement Hard Costs**  
**Exhibit D – Assessment Roll**



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## **I. INTRODUCTION**

---

This Service and Assessment Plan is prepared pursuant to the provisions of the "Public Improvement District Act," being Chapter 372 "Improvement Districts in Municipalities and Counties," Subchapter A "Public Improvement Districts," Sections 372.001 through 372.041 of the Local Government Code of the State of Texas, as amended (the "PID Act"), and in connection with City of Carrollton Resolution No. 2017-\_\_\_ dated March \_\_, 2017 authorizing the formation of CARROLLTON CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 2 (hereinafter known as the "District" or "Carrollton Castle Hills PID 2"),

Pursuant to the PID Act, this Service and Assessment Plan contains the following:

- PID Boundary and Development Description;
- Improvement Plan;
- Service Plan;
- Assessment Plan; and
- Assessment Roll.

In accordance with the PID Act, the Administrator will prepare an annual update to the Service Plan and Assessment Plan and submit it to the Council for approval along with an updated assessment roll.

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## II. DEFINITIONS

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**"Administrator"** means the designee of the City, as approved by the Council, who shall have the responsibilities provided for herein or other agreement(s) approved by the Council.

**"Assessment"** means the assessment levied against each Assessment Parcel pursuant to the Assessment Ordinance, as may be reapportioned pursuant to the provisions herein and as shown on the Assessment Roll.

**"Assessment Parcel"** means a Tax Parcel or lot or parcel on which an Assessment has been levied.

**"Assessment Ordinance"** means the Assessment Ordinance approved by the Council on March \_\_, 2017.

**"City"** means the City of Carrollton, State of Texas.

**"Collection Expenses"** means the following actual or reasonably estimated costs permitted in accordance with Section 372.018(b) of the PID Act related to the expense of collection of Assessments and/or installment payments on such Assessments, including, but not limited to, the following: the costs of computing the installment payments and preparing the amended Assessment Roll (whether by the City or designee thereof or both); the costs of collecting the installment payments (whether by the County, City, or otherwise); the costs of remitting the installment payments to the fiscal agent, trustee, or other applicable financial institution; the costs of the County, City, Administrator, fiscal agent, trustee, and/or other applicable financial institution, including legal counsel, in the discharge of the duties required of it under the trustee, fiscal agent, or other applicable agreement; and the costs of the City or designee in complying with the disclosure requirements of the PID Act and/or other applicable state laws, including, but not limited to, public inquiries regarding the Assessments and/or installment payments. Collection Expenses shall also include amounts incurred or advanced by the City for any administrative purpose of the District including, but not limited to, the costs of preparing the annual service and assessment plan, computing Assessment payoff amounts, recording of any notices related to the payoff, discharge or satisfaction of any Assessment; and the reasonable fees of legal counsel to the City incurred in connection with all of the foregoing. Pursuant to Section 372.018(b) of the PID Act, Collection Expenses do not include interest, penalties, and attorney's fees due on delinquent installment payments on the Assessments.

**"Council"** means the governing body of the City of Carrollton having jurisdiction over the Carrollton Castle Hills PID 2.

**"County"** means the County of Denton, Texas.

**"Developer"** means CH PH 12, LLC and its successors and assigns.

**"Installment Payment"** means the annual installment on the Assessment, including interest and Collection Expenses as specified by the City.

**"Tax Parcel"** means a lot, parcel, and/or other interest in real property within the boundaries of the District to which an account number is assigned by the County Appraisal District's and/or Tax Assessor/Collector's Office for property tax purposes.

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### **III. PID BOUNDARY AND DEVELOPMENT DESCRIPTION**

---

#### **A. DISTRICT BOUNDARIES**

The District consists of the portion of Castle Hills Phase 10 to be annexed to the City, exclusive of the eastern most portion between Josey Lane and the northern boundary of the Town of Hebron, and is approximately 144.13 acres. The District is generally located north of Parker Road and east of the City of Lewisville's extra territorial jurisdiction, and abuts the northerly boundary of the Town of Hebron. The map and legal description of the District boundaries are included in Exhibit A. The Castle Hills Phase 10 Concept Plan is attached as Exhibit B.

#### **B. DEVELOPMENT DESCRIPTION**

Castle Hills Phase 10 is a residential development consisting of two-hundred eighty-three (283) single-family lots and approximately twenty-one acres (21) of multi-family zoned property. Of the 283 single-family lots, eighty-four (84) are anticipated to be a minimum forty-one (41) feet in width, one-hundred fourteen (114) are anticipated to be a minimum fifty (50) feet in width, fifty-seven (57) are anticipated to be a minimum sixty-five (65) feet in width, and twenty-eight (28) are anticipated to be a minimum eighty (80) feet in width. The approximately 21 acres of multi-family zoned property are anticipated to be developed into four hundred thirty (430) apartments.

---

## **IV. IMPROVEMENT PLAN**

---

### **A. PUBLIC IMPROVEMENT PROJECT**

The public improvement project consists of public improvements described below (the "Public Improvement Project"). The Public Improvement Project is necessary for the development of the portion of Castle Hills Phase 10 that will be annexed into the City, and the City hereby finds that it confers a special benefit to the property within the District in the proportional amount set forth in Section VI below. The Public Improvement Project includes, but is not limited to, the following:

- Storm drainage improvements, including but not limited to, on and off-site storm drains, junction boxes, inlets, and headwalls;
- Sanitary sewer facilities, including but not limited to, on and off-site sewer mains and laterals, including force mains, manholes, a lift station, and all other works, and equipment for the collection and transportation of wastewater;
- Water facilities, including but not limited to, on and off-site water mains and laterals, valves, fittings, and fire hydrants;
- Road improvements, including but not limited to, on-site street base and paving, ramps, sidewalks, and brick pavers/median noses and off-site subgrade, base and paving, ramps, and sidewalks associated with new turn lanes;
- Earthwork/grading and retaining walls; and
- City, professional, and other fees, including but not limited to, engineering, materials/soils testing, plan check and inspection fees, construction staking, and construction management.

---

## V. SERVICE PLAN

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Pursuant to Section 372.013 of the PID Act, an ongoing service plan defining annual indebtedness and the projected costs for improvements must be submitted to the Council for review and approval. The service plan must cover a period of at least five (5) years and be updated annually.

### A. ESTIMATED COST OF PUBLIC IMPROVEMENT PROJECT

The estimated costs of the Public Improvement Project are summarized in Table V-1 below. A detailed estimate of the public improvement hard costs are included in Exhibit C.

| <b>TABLE V-1<br/>CARROLLTON CASTLE HILLS PID NO. 2<br/>PUBLIC IMPROVEMENT PROJECT COST SUMMARY</b> |                     |                                |                                 |
|----------------------------------------------------------------------------------------------------|---------------------|--------------------------------|---------------------------------|
| <b>DESCRIPTION</b>                                                                                 | <b>TOTAL</b>        | <b>PUBLIC<br/>IMPROVEMENTS</b> | <b>PRIVATE<br/>IMPROVEMENTS</b> |
| <b>HARD COSTS</b>                                                                                  |                     |                                |                                 |
| STORM DRAINAGE FACILITIES                                                                          | \$1,208,038         | \$1,208,038                    | \$0                             |
| SANITARY SEWER FACILITIES                                                                          | \$3,072,014         | \$3,072,014                    | \$0                             |
| WATER FACILITIES                                                                                   | \$1,957,754         | \$1,957,754                    | \$0                             |
| ROAD IMPROVEMENTS                                                                                  | \$2,940,480         | \$2,940,480                    | \$0                             |
| EARTHWORK/GRADING<br>AND RETAINING WALLS                                                           | \$6,637,616         | \$6,637,616                    | \$0                             |
| UTILITIES                                                                                          | \$930,000           | \$0                            | \$930,000                       |
| LANDSCAPING/PARKS                                                                                  | \$1,147,826         | \$1,147,826                    | \$0                             |
| CONTINGENCY                                                                                        | \$2,502,446         | \$2,372,385                    | \$130,061                       |
| <b>SUBTOTAL NEIGHBORHOOD IMPROVEMENTS</b>                                                          | <b>\$20,396,174</b> | <b>\$19,336,113</b>            | <b>\$1,060,061</b>              |
| <b>SOFT COSTS</b>                                                                                  |                     |                                |                                 |
| ENGINEERING, DESIGN, AND CITY FEES                                                                 | \$1,468,356         | \$1,468,356                    | \$0                             |
| PROPERTY AND ROLL TAXES AND HOA                                                                    | \$300,000           | \$0                            | \$300,000                       |
| CONSTRUCTION PERIOD INTEREST                                                                       | \$825,000           | \$0                            | \$825,000                       |
| DEVELOPMENT/MANAGEMENT FEES                                                                        | \$805,740           | \$0                            | \$805,740                       |
| DEVELOPMENT FINANCING EXPENSES                                                                     | \$366,100           | \$0                            | \$366,100                       |
| <b>SUBTOTAL SOFT COSTS</b>                                                                         | <b>\$3,765,196</b>  | <b>\$1,468,356</b>             | <b>\$2,296,840</b>              |
| <b>GRAND TOTAL</b>                                                                                 | <b>\$24,161,370</b> | <b>\$20,804,469</b>            | <b>\$3,356,901</b>              |
| <b>PID PRINCIPAL ASSESSED</b>                                                                      | <b>\$8,446,180</b>  | <b>\$8,446,180</b>             | <b>\$0</b>                      |
| <b>INTEREST ON PRINCIPAL ASSESSED</b>                                                              | <b>\$8,751,012</b>  | <b>\$8,751,012</b>             | <b>\$0</b>                      |
| <b>PID FUNDED PRINCIPAL AND INTEREST</b>                                                           | <b>\$17,197,192</b> | <b>\$17,197,192</b>            | <b>\$0</b>                      |

**B. FIVE YEAR PROJECTIONS**

The projected costs and indebtedness, in the form of the obligation to reimburse the Developer, are shown for the first five years in Table V-2 below. The District will not incur any bonded indebtedness.

| <b>TABLE V-2<br/>CARROLLTON CASTLE HILLS PID No. 2<br/>PROJECTED COSTS AND INDEBTEDNESS<br/>2017 THROUGH 2021</b> |                            |                                   |
|-------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------|
| <b>YEAR</b>                                                                                                       | <b>PROJECTED<br/>COSTS</b> | <b>PROJECTED<br/>INDEBTEDNESS</b> |
| 2017                                                                                                              | \$4,000,000                | \$8,446,180                       |
| 2018                                                                                                              | \$15,600,000               | \$0                               |
| 2019                                                                                                              | \$4,561,370                | \$0                               |
| 2020                                                                                                              | \$0                        | \$0                               |
| 2021                                                                                                              | \$0                        | \$0                               |

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## **VI. ASSESSMENT PLAN**

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Pursuant to Section 372.015 of the PID Act, the cost of an improvement to be assessed against property in an improvement district shall be apportioned on the basis of the special benefits accruing to the property because of the improvement. The costs of an improvement may be assessed (i) equally per front foot or square foot, (ii) according to the value of the property as determined by the Council, with or without regard to improvements on the property, or (iii) in any other manner that results in imposing equal shares of the cost on properties similarly benefitted. Furthermore, Section 372.015 of the PID Act provides that the Council may establish by ordinance or order (i) reasonable classifications and formulas for the apportionment of the cost between the municipality or county and the area to be assessed and (ii) the methods of assessing the special benefits for various classes of improvements. The Assessment Plan describes the special benefit received by each classification of property from the Public Improvement Project, provides the basis and justification for the determination that the special benefit is equal to or greater than the amount of the Assessments, and establishes the methodology by which the Council apportions costs in a manner that results in equal shares allocated to parcels similarly benefitted. The determination by the Council of the assessment methodology set forth herein is the result of the discretionary exercise by the Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners of Assessment Parcels. This PID is created to provide for reimbursement or payment of improvement costs for the PID; no alternate financing is approved through the approval of this SAP. The City shall not be liable for payment of any costs from general funds or other revenues of the City. The City assumes no financial obligation whatsoever in the event of default or foreclosure of any portion or phase of the development projects within the PID.

### **A. ALLOCATION OF COST OF PUBLIC IMPROVEMENT PROJECT TO PID**

All costs of the Public Improvement Project are allocated to the single-family and multi-family property within the PID. The Public Improvement Project is comprised of public improvements that are a condition for developing and designed specifically to serve the single-family and multi-family property within the PID. Therefore, the Assessment Parcels will receive a direct and special benefit from the Public Improvement Project, and this benefit will be equal to or greater than the amount Assessed.

### **B. ASSESSMENT METHODOLOGY**

The Council has determined to allocate the costs of the Public Improvement Project to the single-family and multi-family property within the PID in proportion to estimated average buildout value (i.e., estimated completed single-family home or multi-family dwelling unit values) of the single-family homes and multi-family dwelling units, and that creating assessment classifications based on the five (5) anticipated lot types will result in imposing equal shares of cost on properties similarly benefitted. Average buildout values and anticipated number of lots or dwelling units, as applicable, for each lot type are shown in Table VI -1 below, and the allocation of the cost of the Public Improvement Project, the portion of such allocated costs to be funded by the PID, and the estimated total Installment Payment applicable to each lot type is shown in Table VI-2 below.

| TABLE VI-1              |                   |                        |            |                |                      |                |
|-------------------------|-------------------|------------------------|------------|----------------|----------------------|----------------|
| AVERAGE BUILDOUT VALUES |                   |                        |            |                |                      |                |
| LOT CLASSIFICATION      | MINIMUM LOT WIDTH | AVERAGE BUILDOUT VALUE | LOTS       | DWELLING UNITS | TOTAL BUILDOUT VALUE | % OF TOTAL     |
| 1                       | Multi-Family      | \$150,000              | NA         | 430            | \$64,500,000         | 29.17%         |
| 2                       | 41 Feet           | \$426,000              | 84         | 84             | \$35,784,000         | 16.18%         |
| 3                       | 50 Feet           | \$520,000              | 114        | 114            | \$59,280,000         | 26.81%         |
| 4                       | 65 Feet           | \$675,000              | 57         | 57             | \$38,475,000         | 17.40%         |
| 5                       | 80 Feet           | \$825,000              | 28         | 28             | \$23,100,000         | 10.44%         |
| <b>TOTAL</b>            |                   |                        | <b>283</b> | <b>713</b>     | <b>\$221,139,000</b> | <b>100.00%</b> |

| TABLE VI-2                                             |                |                     |                    |                         |                                       |
|--------------------------------------------------------|----------------|---------------------|--------------------|-------------------------|---------------------------------------|
| COST ALLOCATION, ASSESSMENTS, AND INSTALLMENT PAYMENTS |                |                     |                    |                         |                                       |
| LOT CLASSIFICATION                                     | % OF TOTAL     | ALLOCATED COSTS     | PID PRINCIPAL      | ASSESSMENT PER LOT/UNIT | ESTIMATED AVERAGE INSTALLMENT PAYMENT |
| 1                                                      | 29.17%         | \$7,047,189         | \$2,463,512        | \$5,729.10              | \$594.45                              |
| 2                                                      | 16.18%         | \$3,909,715         | \$1,366,734        | \$16,270.64             | \$1,688.24                            |
| 3                                                      | 26.81%         | \$6,476,859         | \$2,264,139        | \$19,860.87             | \$2,060.76                            |
| 4                                                      | 17.40%         | \$4,203,730         | \$1,469,514        | \$25,780.94             | \$2,675.03                            |
| 5                                                      | 10.44%         | \$2,523,877         | \$882,281          | \$31,510.04             | \$3,269.48                            |
| <b>TOTAL</b>                                           | <b>100.00%</b> | <b>\$24,161,370</b> | <b>\$8,446,180</b> | <b>NA</b>               | <b>NA</b>                             |

### C. TERMS OF THE ASSESSMENTS

A lien will be established against the property assessed effective as of the date of the Assessment Ordinance levying the assessment, privileged above all other liens, except for liens for State, county, school district or municipality ad valorem taxes, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. The Assessments shall be imposed and may be collected in annual installments from real property within the PID through the application of the procedures described below. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment on each parcel in the PID, but is executed only with respect to the amounts then due or past due for current or prior Installment Payments or final payment. The Assessments shall terminate on the date the Assessments are paid in full, including unpaid Installment Payments, if any.



**1. ASSESSMENT ROLL**

The Assessment for each Assessment Parcel within the District shall be as shown on the Assessment Roll attached hereto as Exhibit D. No Assessment shall be changed hereafter except pursuant to the provisions provided for herein or as permitted under the PID Act. The Assessment Roll shall be updated following the payment of any Assessment in lump sum and each year to reflect any subdivision and/or consolidation of Assessment Parcels within the District.

The Administrator shall prepare for Council approval updates to the Assessment Roll each year to reflect (i) the identification of each Assessment Parcel by Tax Parcel number, if available, (ii) the Assessments and/or any supplemental Assessments pursuant to Section 372.019 of the PID Act, including any adjustments as provided in this Service and Assessment Plan, (iii) the Collection Expenses allocable to each parcel, and (iv) any other changes permitted by law.

**2. APPORTIONMENT OF ASSESSMENT UPON SUBDIVISION**

Upon the subdivision of an Assessment Parcel, including a replat, the Assessment for each of the resulting Tax Parcels shall be equal to the Assessment corresponding to the lot classification for such Tax Parcel as determined by reference to the Preliminary Castle Hills Phase 10 Plat for the single-family property or Technical Site Plan for the multi-family property. However, the Assessment for any Tax Parcel comprised of single-family property that is not located in a recorded final residential plat shall be equal to the sum of the Assessments for the anticipated number and classification of lots as determined by reference to the Preliminary Castle Hills Phase 10 Concept Plan or the Preliminary Castle Hills Phase 10 Plat, as applicable.

**3. APPORTIONMENT OF ASSESSMENT UPON CONSOLIDATION**

Upon the consolidation of one or more Assessment Parcels, the Assessment for the resulting new Assessment Parcel shall be equal to the sum of the Assessments for the Assessment Parcels which were consolidated.

**4. PAYMENT AND COLLECTION OF ASSESSMENTS**

The PID Act provides that an Assessment may be paid in full at any time, without penalty, which amount includes the remaining unpaid principal balance along with interest that has accrued on the Assessment to the date of prepayment. If not paid in full, the PID Act authorizes the District to collect interest and Collection Expenses on the outstanding Assessments. An Assessment that is not paid in full will be collected in annual installments each year in the amounts shown in the Assessment Roll, which include interest on the outstanding balance of such Assessment and Collection Expenses.

**a. PAYMENT IN ANNUAL INSTALLMENTS**

The Public Improvement Project will be financed from the payment of the Assessments in periodic installments which, pursuant to Sections 372.017 and 372.018 of the PID Act, may bear interest at the rate specified by and beginning at the time or times or on the occurrence of one or more events specified by the Council and will (i) be in amounts necessary to meet the annual costs for the improvements and (ii) continue for the period approved by the Council for the payment of the installments. The Council has determined that the Assessments shall be payable as shown in the Assessment Roll in twenty (20) annual installments commencing with the 2018 Installment Payments payable no later than February 1, 2019 at an interest rate of eight percent (8.00%).

The City or County Tax Assessor/Collector will invoice each owner of an Assessment Parcel for the Installment Payment at the same time as the County's annual property tax bill, and the installments shall be due and payable in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest and Collection Expenses as provided herein has been paid in full. Failure of an owner to receive an Installment Payment on the property tax bill shall not relieve the owner of the responsibility for the Assessment or the Installment Payment. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. In the event of default or foreclosure of any element of the Project, the City has no financial obligations under the Reimbursement Agreement other than the enforcement of the collection of the Assessments.

The Assessments are personal obligations of the person owning an Assessment Parcel in the year an Installment Payment becomes due. Any sale of property for nonpayment of the Installment Payments shall be subject to the lien established for the remaining unpaid Installment Payments against such Assessment Parcel and such Assessment Parcel may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Installment Payments against such Assessment Parcel as they become due and payable.

A schedule of the Installment Payments for each Assessment Parcel is included in Exhibit D.

**b. COLLECTION EXPENSES**

Collection Expenses for the District are estimated at \$15,000 initially and may escalate annually, as set forth in Exhibit D, and are allocated in proportion to the Assessments.

**c. DELINQUENCIES AND PENALTIES**

Pursuant to 372.018(f) of the Act, delinquent installments of the assessment shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes.

**d. PAYMENT IN FULL**

The Assessment for any Assessment Parcel may be paid in full, without penalty, by paying to the City the remaining unpaid principal balance along with interest that has accrued on the assessment to the date of prepayment. Unpaid but billed Installment Payments shall remain due and payable notwithstanding any Assessment payoff; any such amounts shall be refunded following their receipt by the fiscal agent and/or trustee.

**e. PAYMENT IN PART**

The Assessment for any Assessment Parcel may be paid in part by paying to the City a portion of the remaining unpaid principal balance along with interest that has accrued on such unpaid principal balance to the date of prepayment.

**f. APPLICATION OF ASSESSMENT PAYOFF AMOUNT**

The Assessment payoff amount calculated above shall be paid to the City applied toward the payment of costs of the Public Improvement Project in accordance with the Reimbursement Agreement. Upon the payment of the Assessment either in full or in part to the City, the Assessment Roll shall be amended accordingly and in the event the Assessment has been paid in full the appropriate party shall cause an Assessment lien release for the applicable Assessment Parcel to be recorded.

**g. REDUCTION OF ASSESSMENTS FROM EXCESS IMPROVEMENT FUNDS**

If the actual cost of the Public Improvement Project is less than the cost used to calculate the Assessments, then the Assessment for each Assessment Parcel shall be reduced by an equal percentage such that the sum of the resulting reduced Assessments for all Parcels equals the actual costs of the Public Improvement Project.

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## **VII. AMENDMENTS**

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This Service and Assessment Plan may be amended by ordinance of the City and, to the maximum extent permitted by the PID Act, such amendments may be made without further notice under the PID Act and without notice to owners of property within the District in order to (i) clarify or correct minor inconsistencies in the matters set forth herein, (ii) provide for lawful procedures for the collection and enforcement of the Assessments and/or Installment Payments so as to assure the efficient collection of the Assessments and/or Installment Payments, (iii) otherwise improve the ability of the City to fulfill its obligations to collect the Assessments and/or Installment Payments and to make it available for the reimbursement of the costs of the Public Improvement Project and Collection Expenses, and (iv) make any change deemed necessary or advisable by the City, provided such change is not detrimental to the owners of property subject to the Assessments. No such amendment shall be approved by the Council if it violates any other agreement binding upon the City and unless and until it has found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the Developer or the City has obtained the consent of the Developer.

### **A. ADMINISTRATIVE REVIEW**

Any owner of an Assessment Parcel claiming that a calculation error has been made in the amount of an Installment Payment may send a written notice describing the error to the Administrator not later than thirty (30) days after having paid the Installment Payment which is alleged to be in error. The Administrator shall promptly review the notice, and if necessary, meet with the property owner, consider written and oral evidence regarding the alleged error, and decide whether, in fact, such an error occurred. If the Administrator determines that an error did in fact occur and the Installment Payment should be modified or changed in favor of the property owner, an adjustment shall be made in the amount of the Installment Payment applicable to such Assessment Parcel in the following year. The decision of the Administrator regarding any error in respect to the Installment Payment shall be final.

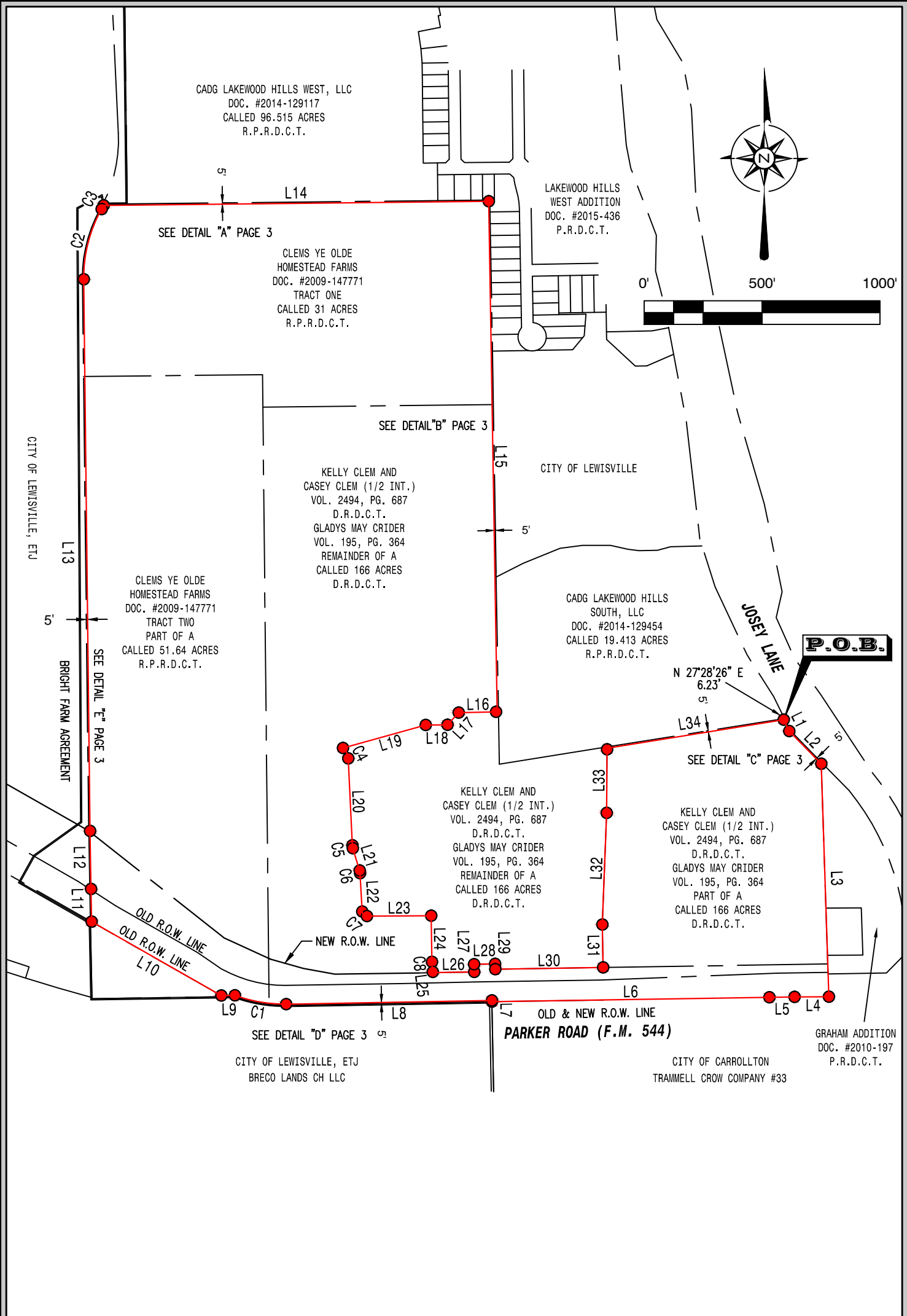
### **B. SEVERABILITY**

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan, or the application of same to an Assessment Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Council in adopting this Service and Assessment Plan that no part hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

**EXHIBIT A**

**DISTRICT BOUNDARY MAP  
AND  
LEGAL DESCRIPTION**



**NOTES:**

1. BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND. TEXAS NORTH CENTRAL NAD 83.
2. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECREATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

**CARROLLTON ANNEXATION  
144.130 ACRES  
DENTON COUNTY, TEXAS**

|                                                                                      |  |                                                                                                                  |                     |                        |
|--------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------|---------------------|------------------------|
|  |  | 301 W. BROADWAY ST.<br>GAINESVILLE, TX 76240<br>PH. 940-665-9105<br>FAX. 940-665-9106<br>TBPLS FIRM NO. 10048000 |                     |                        |
|                                                                                      |  | DRAWN BY:<br>CJ                                                                                                  | DATE:<br>11/09/2016 | JOB NO.<br>1512.0026-2 |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 25°56'50" E | 53.29'   |
| L2   | S 44°23'30" E | 194.15'  |
| L3   | S 01°51'21" E | 987.78'  |
| L4   | S 89°38'18" W | 145.73'  |
| L5   | S 89°06'26" W | 106.25'  |
| L6   | S 89°06'15" W | 1176.80' |
| L7   | N 00°59'58" W | 5.00'    |
| L8   | S 89°00'02" W | 872.86'  |
| L9   | S 89°18'15" W | 57.44'   |
| L10  | N 60°20'31" W | 632.87'  |
| L11  | N 01°07'27" W | 139.00'  |
| L12  | N 00°55'32" W | 245.62'  |
| L13  | N 00°39'37" W | 2338.14' |
| L14  | N 89°23'57" E | 1633.18' |
| L15  | S 00°58'02" E | 2163.83' |
| L16  | S 88°42'42" W | 163.66'  |
| L17  | S 42°55'38" W | 69.88'   |
| L18  | S 89°25'50" W | 92.18'   |
| L19  | S 74°24'19" W | 364.91'  |
| L20  | S 02°44'36" E | 369.26'  |
| L21  | S 16°57'44" E | 98.33'   |
| L22  | S 03°13'09" E | 162.93'  |
| L23  | N 89°40'39" E | 272.51'  |
| L24  | S 00°55'33" E | 195.47'  |
| L25  | S 07°12'10" E | 3.01'    |
| L26  | N 89°04'27" E | 175.39'  |
| L27  | N 00°55'27" W | 32.49'   |
| L28  | N 89°01'44" E | 89.22'   |
| L29  | S 01°15'48" E | 22.71'   |
| L30  | N 89°04'17" E | 457.51'  |
| L31  | N 00°55'43" W | 182.10'  |
| L32  | N 02°11'42" E | 473.52'  |
| L33  | N 00°25'08" E | 274.64'  |
| L34  | N 80°53'43" E | 758.65'  |

| CURVE | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|---------|------------|--------------|---------------|-------------|
| C1    | 608.02' | 221.78'    | 220.55'      | N 80°22'09" W | 20°53'55"   |
| C2    | 595.00' | 310.66'    | 307.14'      | N 14°15'51" E | 29°54'53"   |
| C3    | 605.00' | 18.07'     | 18.07'       | N 28°21'58" E | 1°42'41"    |
| C4    | 59.00'  | 50.72'     | 49.17'       | S 27°22'09" E | 49°15'07"   |
| C5    | 50.00'  | 12.41'     | 12.38'       | S 09°51'10" E | 14°13'09"   |
| C6    | 50.00'  | 11.99'     | 11.96'       | S 10°05'27" E | 13°44'35"   |
| C7    | 20.00'  | 30.40'     | 27.56'       | S 46°46'15" E | 87°06'11"   |
| C8    | 390.00' | 42.73'     | 42.70'       | S 04°03'52" E | 6°16'37"    |

NOTES:

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CARROLLTON ANNEXATION

144.130 ACRES

DENTON COUNTY, TEXAS



301 W. BROADWAY ST.  
GAINESVILLE, TX 76240  
PH. 940-665-9105  
FAX. 940-665-9106  
TBPLS FIRM NO. 10048000

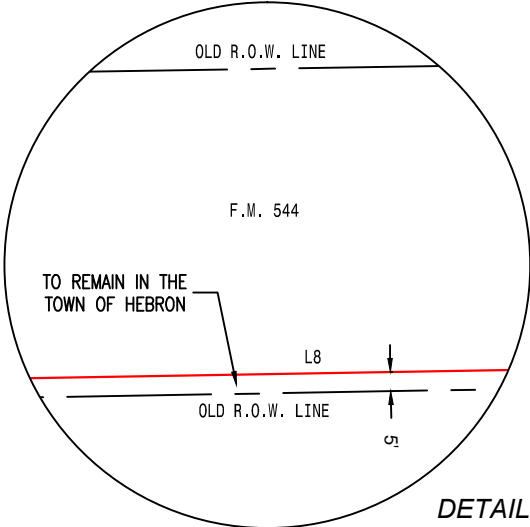
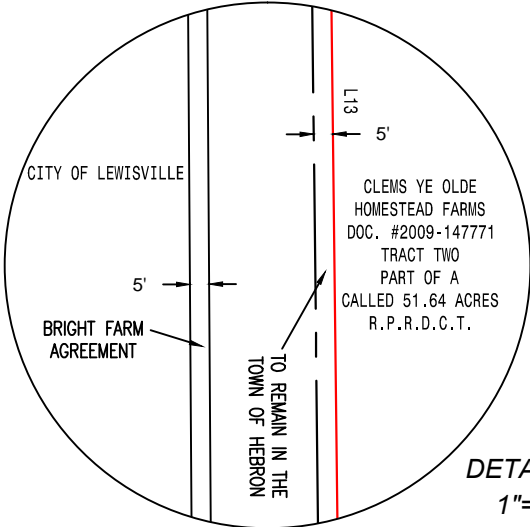
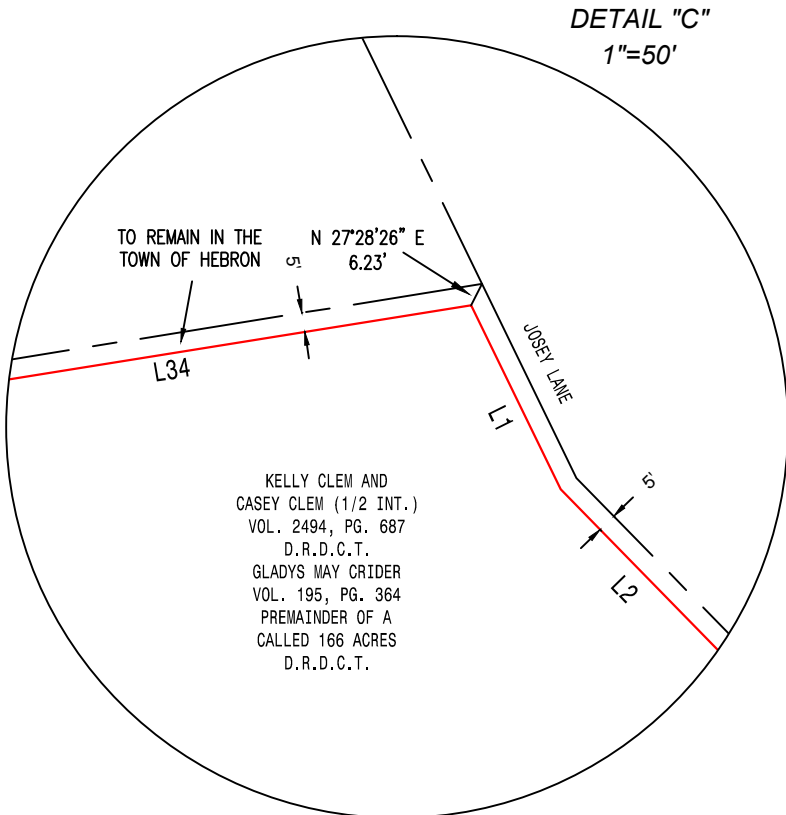
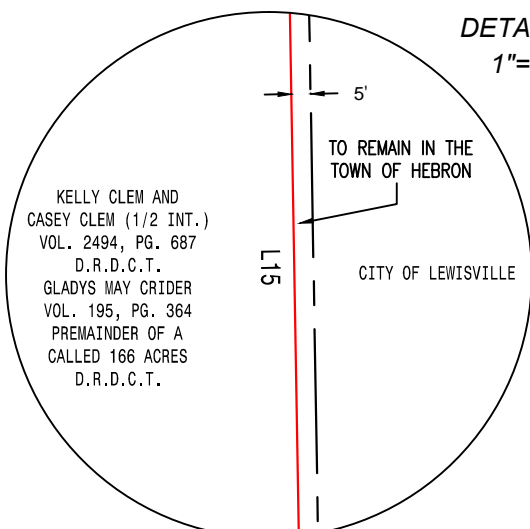
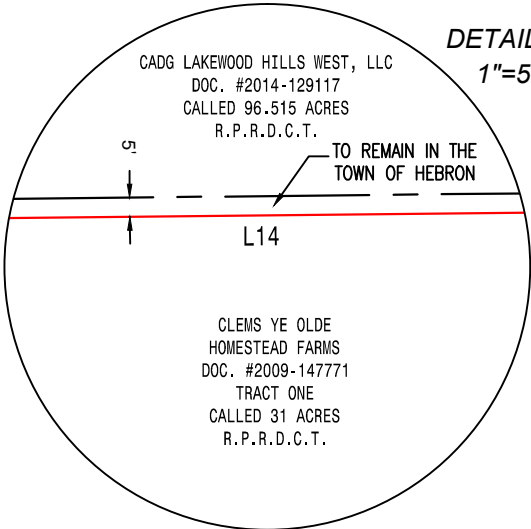
DRAWN BY:  
CJ

DATE:  
11/09/2016

JOB NO.  
1512.0026-2

SCALE:  
1" = 500'

PAGE:  
2 OF 6



**NOTES:**

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144.130 ACRES  
DENTON COUNTY, TEXAS**

|                                                                                      |                     |                                                                                                                  |                     |                 |
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| DRAWN BY:<br>CJ                                                                      | DATE:<br>11/09/2016 | JOB NO.<br>1512.0026-2                                                                                           | SCALE:<br>1" = 500' | PAGE:<br>3 OF 6 |



CARROLLTON ANNEXATION  
144.130 ACRES  
T. WEST SURVEY, A-1345  
A. SINGLETON SURVEY, A-1138  
B. SCHOONOVER SURVEY, A-1209  
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE T. WEST SURVEY, ABSTRACT NO. 1345, THE A. SINGLETON SURVEY, ABSTRACT NO. 1138 AND THE B. SCHOONOVER SURVEY, ABSTRACT NO. 1209, DENTON COUNTY, TEXAS, BEING A PART OF THAT CERTAIN CALLED 51.64 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CLEMS YE OLDE HOMESTEAD FARMS, RECORDED IN DOCUMENT #2009-147771, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, ALL OF THAT CERTAIN CALLED 31 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN SAID DOCUMENT #2009-147771 AND PART OF THAT CERTAIN CALLED 166 ACRE TRACT OF LAND DESCRIBED IN DEED TO GLADYS MAY CRIDER, RECORDED IN VOLUME 195, PAGE 364, DEED RECORDS, DENTON COUNTY, 1/2 INTEREST CONVEYED TO KELLY CLEM AND CASEY CLEM BY DEED RECORDED IN VOLUME 2494, PAGE 687, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A POINT 5 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF JOSEY LANE AND 5 FEET SOUTH OF THE SOUTH LINE OF THAT CERTAIN CALLED 19.413 ACRE TRACT OF LAND DESCRIBED IN DEED TO CADG LAKEWOOD HILLS SOUTH, LLC, RECORDED IN DOCUMENT #2014-129454, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, FROM WHICH THE SOUTHEAST CORNER THEREOF BEARS NORTH 27 DEGREES 28 MINUTES 26 SECONDS EAST, A DISTANCE OF 6.23 FEET;

THENCE SOUTH 25 DEGREES 56 MINUTES 50 SECONDS EAST, PARALLEL WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 53.29 FEET TO A POINT FOR CORNER;

THENCE SOUTH 44 DEGREES 23 MINUTES 30 SECONDS EAST, PARALLEL WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 194.15 FEET TO A POINT FOR CORNER IN THE WEST LINE OF GRAHAM ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT #2010-197, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 01 DEGREES 51 MINUTES 21 SECONDS EAST, WITH SAID WEST LINE, A DISTANCE OF 987.78 FEET MORE OR LESS TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF F.M. 544 AND THE NORTH LINE OF THE CITY OF CARROLLTON CITY LIMITS FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 89 DEGREES 38 MINUTES 18 SECONDS WEST, WITH SAID RIGHT-OF-WAY LINE AND SAID CITY LIMITS, A DISTANCE OF 145.73 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 06 MINUTES 26 SECONDS WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE AND SAID CITY LIMITS, A DISTANCE OF 106.25 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 06 MINUTES 15 SECONDS WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE AND SAID CITY LIMITS, A DISTANCE OF 1176.80 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT FOR CORNER 5 FEET NORTH OF THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 544;

THENCE SOUTH 89 DEGREES 00 MINUTES 02 SECONDS WEST, PARALLEL WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 872.86 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE PARALLEL WITH SAID RIGHT-OF-WAY LINE AND WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 221.78 FEET, A RADIUS OF 608.02 FEET, A CENTRAL ANGLE OF 20 DEGREES 53 MINUTES 55 SECONDS, AND A CHORD THAT BEARS NORTH 80 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 220.55 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 89 DEGREES 18 MINUTES 15 SECONDS WEST, A DISTANCE OF 57.44 FEET TO A POINT FOR CORNER IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 544;

THENCE NORTH 60 DEGREES 20 MINUTES 31 SECONDS WEST, WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 632.87 FEET TO A POINT 5 FEET EAST OF THE WEST LINE OF SAID TRACT TWO FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 01 DEGREES 07 MINUTES 27 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID TRACT TWO, A DISTANCE OF 139.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 55 MINUTES 32 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID TRACT TWO, A DISTANCE OF 245.62 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 39 MINUTES 37 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID TRACT TWO AND 5 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT ONE , A DISTANCE OF 2338.14 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT;


THENCE PARALLEL WITH THE WEST LINE OF SAID TRACT ONE AND WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 310.66 FEET, A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 29 DEGREES 54 MINUTES 53 SECONDS, AND A CHORD THAT BEARS NORTH 14 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 307.14 FEET TO THE POINT OF REVERSE CURVE;

THENCE PARALLEL WITH THE WEST LINE OF SAID TRACT ONE AND WITH SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 18.07 FEET, A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 42 MINUTES 41 SECONDS, AND A CHORD THAT BEARS NORTH 28 DEGREES 21 MINUTES 58 SECONDS EAST, A DISTANCE OF 18.07 FEET TO A POINT 5 FEET SOUTH OF THE NORTH LINE OF SAID TRACT ONE FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

NOTES:

- 1. BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND. TEXAS NORTH CENTRAL NAD 83.
- 2. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECREATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

CARROLLTON ANNEXATION  
144.130 ACRES  
DENTON COUNTY, TEXAS

|                                                                                      |                     |                                                                                                                  |                     |                 |  |
|--------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|--|
|  |                     | 301 W. BROADWAY ST.<br>GAINESVILLE, TX 76240<br>PH. 940-665-9105<br>FAX. 940-665-9106<br>TBPLS FIRM NO. 10048000 |                     |                 |  |
| DRAWN BY:<br>CJ                                                                      | DATE:<br>11/09/2016 | JOB NO.<br>1512.0026-2                                                                                           | SCALE:<br>1" = 500' | PAGE:<br>5 OF 6 |  |

THENCE NORTH 89 DEGREES 23 MINUTES 57 SECONDS EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1633.18 FEET TO A POINT 5 FEET WEST OF THE EAST LINE OF SAID TRACT ONE FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 58 MINUTES 02 SECONDS EAST, PARALLEL WITH SAID EAST LINE AND 5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID CLEM AND CRIDER TRACT, A DISTANCE OF 2163.83 FEET TO A POINT FOR CORNER;

THENCE SOUTH 88 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 163.66 FEET TO A POINT FOR CORNER;

THENCE SOUTH 42 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 69.88 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 92.18 FEET TO A POINT FOR CORNER;

THENCE SOUTH 74 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 364.91 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 50.72 FEET, A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 49 DEGREES 15 MINUTES 07 SECONDS, AND A CHORD THAT BEARS SOUTH 27 DEGREES 22 MINUTES 09 SECONDS EAST, A DISTANCE OF 49.17 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 02 DEGREES 44 MINUTES 36 SECONDS EAST, A DISTANCE OF 369.26 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 12.41 FEET, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 13 MINUTES 09 SECONDS, AND A CHORD THAT BEARS SOUTH 09 DEGREES 51 MINUTES 10 SECONDS EAST, A DISTANCE OF 12.38 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 16 DEGREES 57 MINUTES 44 SECONDS EAST, A DISTANCE OF 98.33 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 11.99 FEET, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 44 MINUTES 35 SECONDS, AND A CHORD THAT BEARS SOUTH 10 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 11.96 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 03 DEGREES 13 MINUTES 09 SECONDS EAST, A DISTANCE OF 162.93 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 30.40 FEET, A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87 DEGREES 06 MINUTES 11 SECONDS, AND A CHORD THAT BEARS SOUTH 46 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 27.56 FEET TO THE END OF SAID CURVE;

THENCE NORTH 89 DEGREES 40 MINUTES 39 SECONDS EAST, A DISTANCE OF 272.51 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 55 MINUTES 33 SECONDS EAST, A DISTANCE OF 195.47 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 42.73 FEET, A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 16 MINUTES 37 SECONDS, AND A CHORD THAT BEARS SOUTH 04 DEGREES 03 MINUTES 52 SECONDS EAST, A DISTANCE OF 42.70 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 07 DEGREES 12 MINUTES 10 SECONDS EAST, A DISTANCE OF 3.01 FEET TO A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 544;

THENCE NORTH 89 DEGREES 04 MINUTES 27 SECONDS EAST, WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 175.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 55 MINUTES 27 SECONDS WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.49 FEET TO A POINT FOR CORNER;

THENCE NORTH 89 DEGREES 01 MINUTES 44 SECONDS EAST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 89.22 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 15 MINUTES 48 SECONDS EAST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 22.71 FEET TO A POINT FOR CORNER;

THENCE NORTH 89 DEGREES 04 MINUTES 17 SECONDS EAST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 457.51 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 182.10 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 11 MINUTES 42 SECONDS EAST, A DISTANCE OF 473.52 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 25 MINUTES 08 SECONDS EAST, A DISTANCE OF 274.64 FEET TO A POINT FOR CORNER 5 FEET SOUTH OF THE SOUTH LINE OF SAID LAKEWOOD HILLS TRACT;


THENCE NORTH 80 DEGREES 53 MINUTES 43 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 758.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 144.130 ACRES OF LAND, MORE OR LESS.

**NOTES:**

1. BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND. TEXAS NORTH CENTRAL NAD 83.

2. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECREATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

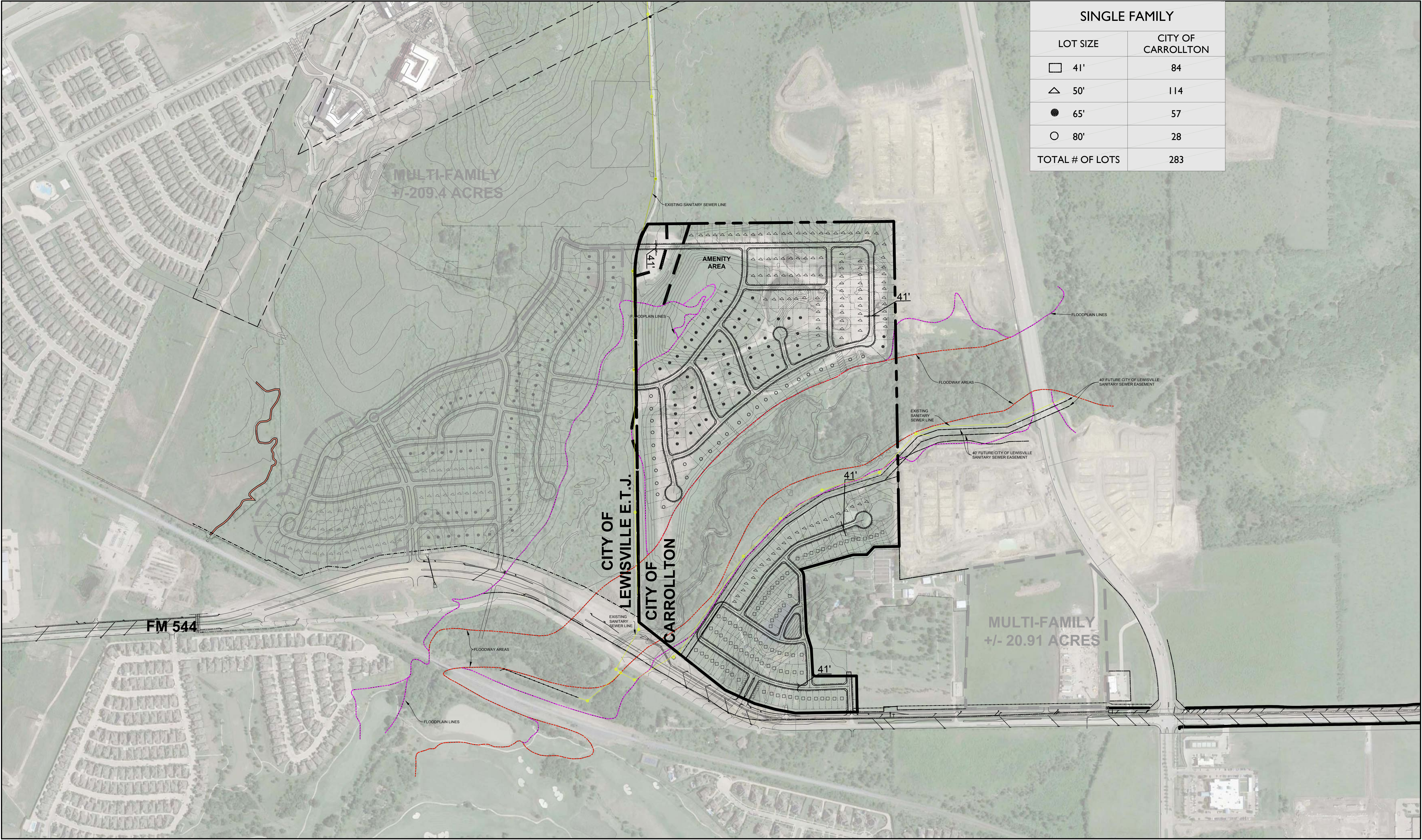
**CARROLLTON ANNEXATION**  
**144.130 ACRES**  
**DENTON COUNTY, TEXAS**

|                                                                                      |                     |                                                                                                                  |                     |                 |
|--------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|
|  |                     | 301 W. BROADWAY ST.<br>GAINESVILLE, TX 76240<br>PH. 940-665-9105<br>FAX. 940-665-9106<br>TBPLS FIRM NO. 10048000 |                     |                 |
| DRAWN BY:<br>CJ                                                                      | DATE:<br>11/09/2016 | JOB NO.<br>1512.0026-2                                                                                           | SCALE:<br>1" = 500' | PAGE:<br>6 OF 6 |

**EXHIBIT B**

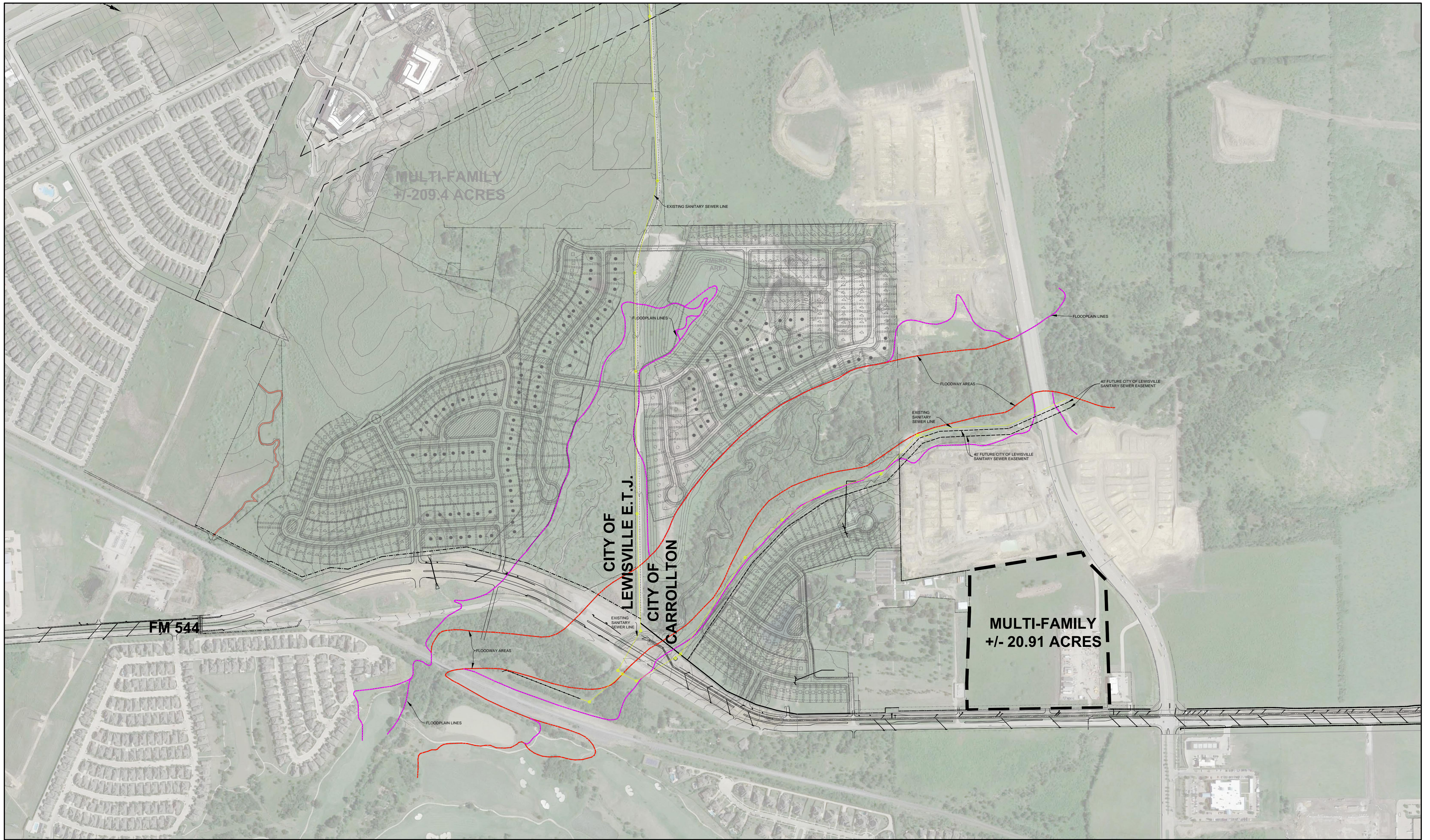
**PRELIMINARY CASTLE HILLS PHASE 10  
CONCEPT PLAN**





| SINGLE FAMILY   |                    |
|-----------------|--------------------|
| LOT SIZE        | CITY OF CARROLLTON |
| □ 41'           | 84                 |
| △ 50'           | 114                |
| ● 65'           | 57                 |
| ○ 80'           | 28                 |
| TOTAL # OF LOTS |                    |
| 283             |                    |







## **EXHIBIT C**

### **DETAILED HARD COST ESTIMATES**

**CASTLE HILLS PHASE 10 SECTION A - CARROLLTON ADDITION**  
**CONCEPTUAL COST ESTIMATE**  
**STORM DRAINAGE INFRASTRUCTURE COSTS**  
February 6, 2017

| ITEM                                     | QUANTITY | UNIT | UNIT PRICE  | COST                  |
|------------------------------------------|----------|------|-------------|-----------------------|
| <b><u>On Site Storm</u></b>              |          |      |             |                       |
| 18" RCP                                  | 3525     | LF   | \$55.00     | \$193,875.00          |
| 21" RCP                                  | 1021     | LF   | \$61.00     | \$62,281.00           |
| 24" RCP                                  | 2165     | LF   | \$70.00     | \$151,550.00          |
| 27" RCP                                  | 246      | LF   | \$78.00     | \$19,188.00           |
| 30" RCP                                  | 2256     | LF   | \$90.00     | \$203,040.00          |
| 36" RCP                                  | 922      | LF   | \$115.00    | \$106,030.00          |
| 48" RCP                                  | 317      | LF   | \$190.00    | \$60,230.00           |
| 5'X5' Junction Box                       | 1        | EA   | \$5,300.00  | \$5,300.00            |
| 4'X4' Junction Box                       | 5        | EA   | \$4,300.00  | \$21,500.00           |
| 10' Curb Inlet                           | 4        | EA   | \$4,000.00  | \$16,000.00           |
| 8' Curb Inlet                            | 70       | EA   | \$3,600.00  | \$252,000.00          |
| 24" Type B Headwall                      | 1        | EA   | \$2,500.00  | \$2,500.00            |
| 30" Type B Headwall                      | 1        | EA   | \$3,000.00  | \$3,000.00            |
| 36" Type B Headwall                      | 3        | EA   | \$3,500.00  | \$10,500.00           |
| 48" Type B Headwall                      | 1        | EA   | \$4,000.00  | \$4,000.00            |
| Trench Safety                            | 10452    | LF   | \$1.00      | \$10,452.00           |
| Miscellaneous                            | 1        | EA   | \$25,000.00 | \$25,000.00           |
| <b><u>Sub-Total On Site</u></b>          |          |      |             | <b>\$1,146,446.00</b> |
| <b><u>Off-Site Storm</u></b>             |          |      |             |                       |
| 18" RCP                                  | 17       | LF   | \$55.00     | \$935.00              |
| 48" RCP                                  | 40       | LF   | \$190.00    | \$7,600.00            |
| STD TxDOT PCO Inlet                      | 2        | EA   | \$6,650.00  | \$13,300.00           |
| Y-Inlet                                  | 2        | EA   | \$3,000.00  | \$6,000.00            |
| Connect to Existing with Concrete Collar | 4        | EA   | \$1,500.00  | \$6,000.00            |
| Remove Existing Combination Inlet        | 3        | EA   | \$700.00    | \$2,100.00            |
| Remove Existing 5'x5' Inlet              | 1        | EA   | \$600.00    | \$600.00              |
| Trench Safety                            | 57       | LF   | \$1.00      | \$57.00               |
| Miscellaneous                            | 1        | EA   | \$25,000.00 | \$25,000.00           |
| <b><u>Sub-Total Off-Site</u></b>         |          |      |             | <b>\$61,592.00</b>    |
| Sub-Total Overall                        |          |      |             | <b>\$1,208,038.00</b> |
| 15% Contingencies                        |          |      |             | <b>\$181,205.70</b>   |
| <b>TOTAL</b>                             |          |      |             | <b>\$1,389,243.70</b> |

Notes:

1. Miscellaneous costs include proposed signage, traffic control, testing, and other minor incidental costs.
2. Costs associated with the demolition/removal and/or relocation of existing private utilities, power poles, gas lines and buildings etc. are not included in the conceptual cost estimate.
3. General landscape, hardscape, project signage, irrigation, street lights, traffic signal improvements, building demolition, screen walls, and associated items are not included in the conceptual cost estimates.
4. The Conceptual Cost Estimates are based upon the plans dated October 26, 2016 by LandDesign, Inc.
5. Any conceptual cost estimates provided by LandDesign will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, LandDesign cannot and does not warrant that bids or ultimate construction costs will not vary from these conceptual cost estimates. We recommend that you review these unit prices with local contractors.

**CASTLE HILLS PHASE 10 SECTION A - CARROLLTON ADDITION**  
**CONCEPTUAL COST ESTIMATE**  
**SANITARY SEWER INFRASTRUCTURE COSTS**  
**February 6, 2017**

**On Site**

| ITEM                                 | QUANTITY | UNIT | UNIT PRICE   | COST         |
|--------------------------------------|----------|------|--------------|--------------|
| 8" Sanitary Sewer(SDR 26-35)         | 14,314   | LF   | \$40.00      | \$572,560.00 |
| 6' Dia Manholes > 10' Deep           | 22       | EA   | \$19,000.00  | \$418,000.00 |
| 6' Dia Manholes < 10' Deep           | 33       | EA   | \$7,000.00   | \$231,000.00 |
| Sanitary Sewer Service Laterals      | 283      | EA   | \$820.00     | \$232,060.00 |
| Connect to Existing SS MH > 10' Deep | 1        | EA   | \$6,000.00   | \$6,000.00   |
| Concrete Encasement                  | 1,420    | LF   | \$80.00      | \$113,600.00 |
| 8" Force Main                        | 2,164    | LF   | \$45.00      | \$97,380.00  |
| Lift Station                         | 1        | LS   | \$850,000.00 | \$850,000.00 |
| Trench Safety                        | 14,314   | LF   | \$1.00       | \$14,314.00  |
| Miscellaneous                        | 1        | EA   | \$25,000.00  | \$25,000.00  |

**Sub Total On Site** \$2,559,914.00

**Off-Site**

|                                      |       |    |             |              |
|--------------------------------------|-------|----|-------------|--------------|
| 8" Force Main                        | 1,200 | LF | \$45.00     | \$54,000.00  |
| 12" Sanitary Sewer (SDR 26)          | 1,650 | LF | \$65.00     | \$107,250.00 |
| 6' Dia Manholes > 10' Deep           | 1     | EA | \$19,000.00 | \$19,000.00  |
| 6' Dia Manholes < 10' Deep           | 3     | EA | \$7,000.00  | \$21,000.00  |
| Connect to Existing SS MH > 10' Deep | 3     | EA | \$6,000.00  | \$18,000.00  |
| Bore with Steel Encasement           | 500   | LF | \$480.00    | \$240,000.00 |
| Trench Safety                        | 2,850 | LF | \$1.00      | \$2,850.00   |
| Miscellaneous                        | 1     | EA | \$50,000.00 | \$50,000.00  |

**Sub Total Off-Site** \$512,100.00

Sub-Total \$3,072,014.00  
 15% Contingencies \$460,802.10

**TOTAL** \$3,532,816.10

**Notes:**

1. Miscellaneous costs include proposed signage, traffic control, testing, and other minor incidental costs.
2. Costs associated with the demolition/removal and/or relocation of existing private utilities, power poles, gas lines and buildings etc. are not included in the conceptual cost estimate.
3. General landscape, hardscape, project signage, irrigation, street lights, traffic signal improvements, building demolition, screen walls, and associated items are not included in the conceptual cost estimates.
4. The Conceptual Cost Estimates are based upon the plans dated October 26, 2016 by LandDesign, Inc.
5. Any conceptual cost estimates provided by LandDesign will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, LandDesign cannot and does not warrant that bids or ultimate construction costs will not vary from these conceptual cost estimates. We recommend that you review these unit prices with local contractors.



**CASTLE HILLS PHASE 10 SECTION A - CARROLLTON ADDITION**  
**CONCEPTUAL COST ESTIMATE**  
**WATER INFRASTRUCTURE COSTS**  
**February 6, 2017**

**On Site**

| <b>ITEM</b>                     | <b>QUANTITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>COST</b>  |
|---------------------------------|-----------------|-------------|-------------------|--------------|
| 8" Water                        | 5,953           | LF          | \$35.00           | \$208,355.00 |
| 12" Water                       | 8,516           | LF          | \$50.00           | \$425,800.00 |
| 6" Valve                        | 22              | EA          | \$1,000.00        | \$22,000.00  |
| 8" Valve                        | 26              | EA          | \$1,400.00        | \$36,400.00  |
| 12" Valve                       | 27              | EA          | \$2,500.00        | \$67,500.00  |
| Domestic Water Service Laterals | 283             | EA          | \$1,400.00        | \$396,200.00 |
| Fittings                        | 9.2             | TONS        | \$7,800.00        | \$71,760.00  |
| Fire Hydrant Assembly           | 22              | EA          | \$3,700.00        | \$81,400.00  |
| Connect to Existing with        | 0               | EA          | \$6,200.00        | \$0.00       |
| Encasement                      | 1,495           | LF          | \$62.00           | \$92,690.00  |
| Trench Safety                   | 14,469          | LF          | \$1.00            | \$14,469.00  |
| Miscellaneous                   | 1               | EA          | \$25,000.00       | \$25,000.00  |

**Sub-Total On Site** **\$1,441,574.00**

**Off-Site**

|                            |       |      |             |              |
|----------------------------|-------|------|-------------|--------------|
| 12" Water                  | 4,980 | LF   | \$60.00     | \$298,800.00 |
| 12" Valve                  | 12    | EA   | \$2,500.00  | \$30,000.00  |
| 6" Valve                   | 10    | EA   | \$1,000.00  | \$10,000.00  |
| Fire Hydrant Assembly      | 10    | EA   | \$3,700.00  | \$37,000.00  |
| Fittings                   | 5     | TONS | \$7,800.00  | \$39,000.00  |
| Connect to Existing with   | 2     | EA   | \$6,200.00  | \$12,400.00  |
| Bore with Steel Encasement | 100   | LF   | \$350.00    | \$35,000.00  |
| Trench Safety              | 4,980 | LF   | \$1.00      | \$4,980.00   |
| Miscellaneous              | 1     | EA   | \$25,000.00 | \$25,000.00  |

**Sub-Total Off-Site** **\$492,180.00**

**CONDUIT**

|                  |     |    |         |            |
|------------------|-----|----|---------|------------|
| 4" Electrical    | 300 | LF | \$20.00 | \$6,000.00 |
| 4" Gas           | 300 | LF | \$20.00 | \$6,000.00 |
| 4" Communication | 300 | LF | \$20.00 | \$6,000.00 |
| 4" Irrigation    | 300 | LF | \$20.00 | \$6,000.00 |

**Sub-Total Off-Site** **\$24,000.00**

Sub-Total Overall **\$1,957,754.00**  
15% Contingencies **\$293,663.10**

**TOTAL** **\$2,251,417.10**

**Notes:**

1. Miscellaneous costs include proposed signage, traffic control, testing, and other minor incidental costs.
2. Costs associated with the demolition/removal and/or relocation of existing private utilities, power poles, gas lines and buildings etc. are not included in the conceptual cost estimate.
3. General landscape, hardscape, project signage, irrigation, street lights, traffic signal improvements, building demolition, screen walls, and associated items are not included in the conceptual cost estimates.
4. The Conceptual Cost Estimates are based upon the plans dated October 26, 2016 by LandDesign, Inc.
5. Any conceptual cost estimates provided by LandDesign will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, LandDesign cannot and does not warrant that bids or ultimate construction costs will not vary from these conceptual cost estimates. We recommend that you review these unit prices with local contractors.

**CASTLE HILLS PHASE 10 SECTION A - CARROLLTON ADDITION**  
**CONCEPTUAL COST ESTIMATE**  
**PAVING INFRASTRUCTURE COSTS**  
**February 6, 2017**

| ITEM                              | QUANTITY | UNIT | UNIT PRICE  | COST                  |
|-----------------------------------|----------|------|-------------|-----------------------|
| <b><u>On Site Paving</u></b>      |          |      |             |                       |
| 6" Reinforced Concrete Pavement   | 47,786   | SY   | \$35.00     | \$1,672,510.00        |
| 8" Flex Base                      | 50,607   | SY   | \$15.00     | \$759,105.00          |
| Barrier Free Ramps                | 66       | EA   | \$1,500.00  | \$99,000.00           |
| 5' Sidewalk                       | 1,495    | SY   | \$55.00     | \$82,225.00           |
| Brick Pavers/Median Noses         | 2        | EA   | \$2,500.00  | \$5,000.00            |
| Miscellaneous                     | 1        | EA   | \$25,000.00 | \$25,000.00           |
| Sub-Total On Site Paving          |          |      |             | \$2,642,840.00        |
| <b><u>TxDOT Turn Lanes</u></b>    |          |      |             |                       |
| 8" Reinforced Concrete Pavement   | 1,386    | SY   | \$85.00     | \$117,810.00          |
| 12" FL BS (CMP In PLC) (TY D GR2) | 920      | SY   | \$30.00     | \$27,600.00           |
| 8" Lime Treated Subgrade          | 660      | SY   | \$20.00     | \$13,200.00           |
| 4" HMA (TYP B) Base               | 1,580    | SY   | \$20.00     | \$31,600.00           |
| Sidewalk Demo                     | 581      | SY   | \$20.00     | \$11,620.00           |
| Proposed TxDOT Sidewalk           | 458      | SY   | \$55.00     | \$25,190.00           |
| Barrier Free Ramps                | 4        | EA   | \$1,500.00  | \$6,000.00            |
| Demo and Remove Existing Pavement | 217      | SY   | \$10.00     | \$2,170.00            |
| Sawcut Existing Curb              | 1,070    | LF   | \$35.00     | \$37,450.00           |
| Miscellaneous                     | 1        | EA   | \$25,000.00 | \$25,000.00           |
| Sub-Total TxDOT Turn Lanes        |          |      |             | \$297,640.00          |
| Sub-Total Overall                 |          |      |             | \$2,940,480.00        |
| 15% Contingencies                 |          |      |             | \$441,072.00          |
| <b>TOTAL</b>                      |          |      |             | <b>\$3,381,552.00</b> |

**Notes:**

1. Miscellaneous costs include proposed signage, traffic control, testing, and other minor incidental costs.
2. Costs associated with the demolition/removal and/or relocation of existing private utilities, power poles, gas lines and buildings etc. are not included in the conceptual cost estimate.
3. General landscape, hardscape, project signage, irrigation, street lights, traffic signal improvements, building demolition, screen walls, and associated items are not included in the conceptual cost estimates.
4. The Conceptual Cost Estimates are based upon the plans dated October 26, 2016 by LandDesign, Inc.
5. Any conceptual cost estimates provided by LandDesign will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, LandDesign cannot and does not warrant that bids or ultimate construction costs will not vary from these conceptual cost estimates. We recommend that you review these unit prices with local contractors.

**CASTLE HILLS PHASE 10 SECTION A - CARROLLTON ADDITION**  
**CONCEPTUAL COST ESTIMATE**  
**EARTHWORK AND RETAINING WALLS COSTS**  
**February 6, 2017**

| ITEM                           | QUANTITY | UNIT | UNIT PRICE  | COST                  |
|--------------------------------|----------|------|-------------|-----------------------|
| Erosion Control                | 1        | LS   | \$20,000.00 | \$20,000.00           |
| Clearing & Grubbing Carrollton | 69.34    | AC   | \$620.00    | \$42,990.80           |
| Excavation Carrollton          | 932,000  | CY   | \$2.50      | \$2,330,000.00        |
| Retaining Walls < 4 ft         | 6,552    | SF   | \$30.00     | \$196,560.00          |
| Retaining Walls 4-6 ft         | 15,390   | SF   | \$55.00     | \$846,450.00          |
| Retaining Walls >6 ft          | 48,871   | SF   | \$65.00     | \$3,176,615.00        |
| Miscellaneous                  | 1        | EA   | \$25,000.00 | \$25,000.00           |
| Sub-Total                      |          |      |             | \$6,637,615.80        |
| 15% Contingencies              |          |      |             | \$995,642.37          |
| <b>TOTAL</b>                   |          |      |             | <b>\$7,633,258.17</b> |

Notes:

1. Miscellaneous costs include proposed signage, traffic control, testing, and other minor incidental costs.
2. Costs associated with the demolition/removal and/or relocation of existing private utilities, power poles, gas lines and buildings etc. are not included in the conceptual cost estimate.
3. Earthwork quantities do not account for shale analysis for the single family developments or soil remediation at the rock crushing plant site. Earthwork and retaining wall quantities will be reviewed upon completion of the geotechnical report.
4. General landscape, hardscape, project signage, irrigation, street lights, traffic signal improvements, building demolition, screen walls, and associated items are not included in the conceptual cost estimates.
5. The Conceptual Cost Estimates are based upon the plans dated October 31, 2016 by LandDesign, Inc.
6. Any conceptual cost estimates provided by LandDesign will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, LandDesign cannot and does not warrant that bids or ultimate construction costs will not vary from these conceptual cost estimates. We recommend that you review these unit prices with local contractors.

**CASTLE HILLS PHASE 10 SECTION A - CARROLLTON**  
**CONCEPTUAL COST ESTIMATE**  
**HARDSCAPE / LANDSCAPE / IRRIGATION COSTS**  
**February 17, 2017**

| ITEM              | QUANTITY | UNIT | UNIT PRICE |            | COST                |
|-------------------|----------|------|------------|------------|---------------------|
| Misc. Grading     | 99090    | SF   | \$         | 0.75       | \$ 74,317.50        |
| 10' Wide Sidewalk | 99090    | SF   | \$         | 8.40       | \$ 832,356.00       |
| Project Signage   | 1        | LS   | \$         | 84,317.50  | \$ 84,317.50        |
| Landscape         | 1        | LS   | \$         | 116,835.00 | \$ 116,835.00       |
| Irrigation        | 1        | LS   | \$         | 40,000.00  | \$ 40,000.00        |
| <b>Total</b>      |          |      |            | <b>\$</b>  | <b>1,147,826.00</b> |

Notes:

1. Maintenance to begin immediately upon completion of landscape installation by the City of Carrollton.
2. Inspection fees, franchise connections to controllers, if required, not included.
3. Water not included.

**EXHIBIT D**

**ASSESSMENT ROLL**

| PID TOTAL   8% INTEREST<br>ALL LOTS |                |                |                        |                 |                       |
|-------------------------------------|----------------|----------------|------------------------|-----------------|-----------------------|
| YEAR                                | INTEREST       | PRINCIPAL      | COLLECTION<br>EXPENSES | TOTAL           | ASSESSMENT<br>BALANCE |
| 2017                                |                |                |                        |                 | \$8,446,179.77        |
| 2018                                | \$675,694.38   | \$185,679.48   | \$15,000.00            | \$876,373.86    | \$8,260,500.29        |
| 2019                                | \$660,840.02   | \$200,383.83   | \$15,150.00            | \$876,373.86    | \$8,060,116.46        |
| 2020                                | \$644,809.32   | \$216,263.04   | \$15,301.50            | \$876,373.86    | \$7,843,853.42        |
| 2021                                | \$627,508.27   | \$233,411.07   | \$15,454.52            | \$876,373.86    | \$7,610,442.35        |
| 2022                                | \$608,835.39   | \$251,929.41   | \$15,609.06            | \$876,373.86    | \$7,358,512.94        |
| 2023                                | \$588,681.04   | \$271,927.67   | \$15,765.15            | \$876,373.86    | \$7,086,585.27        |
| 2024                                | \$566,926.82   | \$293,524.23   | \$15,922.80            | \$876,373.86    | \$6,793,061.03        |
| 2025                                | \$543,444.88   | \$316,846.94   | \$16,082.03            | \$876,373.86    | \$6,476,214.09        |
| 2026                                | \$518,097.13   | \$342,033.88   | \$16,242.85            | \$876,373.86    | \$6,134,180.21        |
| 2027                                | \$490,734.42   | \$369,234.16   | \$16,405.28            | \$876,373.86    | \$5,764,946.05        |
| 2028                                | \$461,195.68   | \$398,608.84   | \$16,569.33            | \$876,373.86    | \$5,366,337.21        |
| 2029                                | \$429,306.98   | \$430,331.86   | \$16,735.03            | \$876,373.86    | \$4,936,005.35        |
| 2030                                | \$394,880.43   | \$464,591.05   | \$16,902.38            | \$876,373.86    | \$4,471,414.30        |
| 2031                                | \$357,713.14   | \$501,589.31   | \$17,071.40            | \$876,373.86    | \$3,969,824.99        |
| 2032                                | \$317,586.00   | \$541,545.74   | \$17,242.11            | \$876,373.86    | \$3,428,279.24        |
| 2033                                | \$274,262.34   | \$584,696.98   | \$17,414.53            | \$876,373.86    | \$2,843,582.26        |
| 2034                                | \$227,486.58   | \$631,298.60   | \$17,588.68            | \$876,373.86    | \$2,212,283.66        |
| 2035                                | \$176,982.69   | \$681,626.60   | \$17,764.57            | \$876,373.86    | \$1,530,657.06        |
| 2036                                | \$122,452.57   | \$735,979.08   | \$17,942.21            | \$876,373.86    | \$794,677.98          |
| 2037                                | \$63,574.24    | \$794,677.98   | \$18,121.63            | \$876,373.86    | (\$0.00)              |
|                                     | \$8,751,012.31 | \$8,446,179.77 | \$330,285.06           | \$17,527,477.14 |                       |

| TPN 17579   8% INTEREST                                 |                |                |                        |                |                       |
|---------------------------------------------------------|----------------|----------------|------------------------|----------------|-----------------------|
| 41' Lots: 0   50' Lots: 91   65' Lots: 20   80' Lots: 0 |                |                |                        |                |                       |
| YEAR                                                    | INTEREST       | PRINCIPAL      | COLLECTION<br>EXPENSES | TOTAL          | ASSESSMENT<br>BALANCE |
| 2017                                                    |                |                |                        |                | \$2,322,958.20        |
| 2018                                                    | \$185,836.66   | \$51,067.54    | \$4,125.46             | \$241,029.66   | \$2,271,890.66        |
| 2019                                                    | \$181,751.25   | \$55,111.69    | \$4,166.71             | \$241,029.66   | \$2,216,778.96        |
| 2020                                                    | \$177,342.32   | \$59,478.96    | \$4,208.38             | \$241,029.66   | \$2,157,300.00        |
| 2021                                                    | \$172,584.00   | \$64,195.19    | \$4,250.47             | \$241,029.66   | \$2,093,104.81        |
| 2022                                                    | \$167,448.38   | \$69,288.31    | \$4,292.97             | \$241,029.66   | \$2,023,816.50        |
| 2023                                                    | \$161,905.32   | \$74,788.44    | \$4,335.90             | \$241,029.66   | \$1,949,028.06        |
| 2024                                                    | \$155,922.24   | \$80,728.16    | \$4,379.26             | \$241,029.66   | \$1,868,299.90        |
| 2025                                                    | \$149,463.99   | \$87,142.62    | \$4,423.05             | \$241,029.66   | \$1,781,157.29        |
| 2026                                                    | \$142,492.58   | \$94,069.80    | \$4,467.28             | \$241,029.66   | \$1,687,087.49        |
| 2027                                                    | \$134,967.00   | \$101,550.71   | \$4,511.95             | \$241,029.66   | \$1,585,536.78        |
| 2028                                                    | \$126,842.94   | \$109,629.64   | \$4,557.07             | \$241,029.66   | \$1,475,907.14        |
| 2029                                                    | \$118,072.57   | \$118,354.44   | \$4,602.64             | \$241,029.66   | \$1,357,552.70        |
| 2030                                                    | \$108,604.22   | \$127,776.77   | \$4,648.67             | \$241,029.66   | \$1,229,775.92        |
| 2031                                                    | \$98,382.07    | \$137,952.43   | \$4,695.16             | \$241,029.66   | \$1,091,823.49        |
| 2032                                                    | \$87,345.88    | \$148,941.67   | \$4,742.11             | \$241,029.66   | \$942,881.82          |
| 2033                                                    | \$75,430.55    | \$160,809.58   | \$4,789.53             | \$241,029.66   | \$782,072.24          |
| 2034                                                    | \$62,565.78    | \$173,626.46   | \$4,837.43             | \$241,029.66   | \$608,445.78          |
| 2035                                                    | \$48,675.66    | \$187,468.20   | \$4,885.80             | \$241,029.66   | \$420,977.59          |
| 2036                                                    | \$33,678.21    | \$202,416.80   | \$4,934.66             | \$241,029.66   | \$218,560.79          |
| 2037                                                    | \$17,484.86    | \$218,560.79   | \$4,984.00             | \$241,029.66   | (\$0.00)              |
|                                                         | \$2,406,796.49 | \$2,322,958.20 | \$90,838.51            | \$4,820,593.20 |                       |

| TPN 17866   8% INTEREST                                  |                |                |                        |                |                       |
|----------------------------------------------------------|----------------|----------------|------------------------|----------------|-----------------------|
| 41' Lots: 25   50' Lots: 4   65' Lots: 31   80' Lots: 18 |                |                |                        |                |                       |
| YEAR                                                     | INTEREST       | PRINCIPAL      | COLLECTION<br>EXPENSES | TOTAL          | ASSESSMENT<br>BALANCE |
| 2017                                                     |                |                |                        |                | \$1,852,599.27        |
| 2018                                                     | \$148,207.94   | \$40,727.25    | \$3,290.13             | \$192,225.32   | \$1,811,872.02        |
| 2019                                                     | \$144,949.76   | \$43,952.53    | \$3,323.03             | \$192,225.32   | \$1,767,919.49        |
| 2020                                                     | \$141,433.56   | \$47,435.50    | \$3,356.26             | \$192,225.32   | \$1,720,483.99        |
| 2021                                                     | \$137,638.72   | \$51,196.78    | \$3,389.82             | \$192,225.32   | \$1,669,287.22        |
| 2022                                                     | \$133,542.98   | \$55,258.62    | \$3,423.72             | \$192,225.32   | \$1,614,028.60        |
| 2023                                                     | \$129,122.29   | \$59,645.07    | \$3,457.95             | \$192,225.32   | \$1,554,383.53        |
| 2024                                                     | \$124,350.68   | \$64,382.10    | \$3,492.53             | \$192,225.32   | \$1,490,001.43        |
| 2025                                                     | \$119,200.11   | \$69,497.74    | \$3,527.46             | \$192,225.32   | \$1,420,503.69        |
| 2026                                                     | \$113,640.29   | \$75,022.29    | \$3,562.73             | \$192,225.32   | \$1,345,481.40        |
| 2027                                                     | \$107,638.51   | \$80,988.44    | \$3,598.36             | \$192,225.32   | \$1,264,492.96        |
| 2028                                                     | \$101,159.44   | \$87,431.53    | \$3,634.35             | \$192,225.32   | \$1,177,061.42        |
| 2029                                                     | \$94,164.91    | \$94,389.71    | \$3,670.69             | \$192,225.32   | \$1,082,671.71        |
| 2030                                                     | \$86,613.74    | \$101,904.18   | \$3,707.40             | \$192,225.32   | \$980,767.53          |
| 2031                                                     | \$78,461.40    | \$110,019.44   | \$3,744.47             | \$192,225.32   | \$870,748.09          |
| 2032                                                     | \$69,659.85    | \$118,783.55   | \$3,781.91             | \$192,225.32   | \$751,964.53          |
| 2033                                                     | \$60,157.16    | \$128,248.42   | \$3,819.73             | \$192,225.32   | \$623,716.11          |
| 2034                                                     | \$49,897.29    | \$138,470.10   | \$3,857.93             | \$192,225.32   | \$485,246.02          |
| 2035                                                     | \$38,819.68    | \$149,509.12   | \$3,896.51             | \$192,225.32   | \$335,736.89          |
| 2036                                                     | \$26,858.95    | \$161,430.89   | \$3,935.47             | \$192,225.32   | \$174,306.00          |
| 2037                                                     | \$13,944.48    | \$174,306.00   | \$3,974.83             | \$192,225.32   | (\$0.00)              |
|                                                          | \$1,919,461.75 | \$1,852,599.27 | \$72,445.28            | \$3,844,506.30 |                       |



| TPN 18350   8% INTEREST<br>Multi-Family Units: 430 |                |                |                        |                |                       |
|----------------------------------------------------|----------------|----------------|------------------------|----------------|-----------------------|
| YEAR                                               | INTEREST       | PRINCIPAL      | COLLECTION<br>EXPENSES | TOTAL          | ASSESSMENT<br>BALANCE |
| 2017                                               |                |                |                        |                | \$2,463,512.07        |
| 2018                                               | \$197,080.97   | \$54,157.46    | \$4,375.08             | \$255,613.50   | \$2,409,354.61        |
| 2019                                               | \$192,748.37   | \$58,446.30    | \$4,418.83             | \$255,613.50   | \$2,350,908.30        |
| 2020                                               | \$188,072.66   | \$63,077.82    | \$4,463.02             | \$255,613.50   | \$2,287,830.48        |
| 2021                                               | \$183,026.44   | \$68,079.42    | \$4,507.65             | \$255,613.50   | \$2,219,751.07        |
| 2022                                               | \$177,580.09   | \$73,480.69    | \$4,552.72             | \$255,613.50   | \$2,146,270.38        |
| 2023                                               | \$171,701.63   | \$79,313.62    | \$4,598.25             | \$255,613.50   | \$2,066,956.75        |
| 2024                                               | \$165,356.54   | \$85,612.73    | \$4,644.23             | \$255,613.50   | \$1,981,344.03        |
| 2025                                               | \$158,507.52   | \$92,415.30    | \$4,690.67             | \$255,613.50   | \$1,888,928.72        |
| 2026                                               | \$151,114.30   | \$99,761.62    | \$4,737.58             | \$255,613.50   | \$1,789,167.10        |
| 2027                                               | \$143,133.37   | \$107,695.18   | \$4,784.96             | \$255,613.50   | \$1,681,471.93        |
| 2028                                               | \$134,517.75   | \$116,262.94   | \$4,832.81             | \$255,613.50   | \$1,565,208.99        |
| 2029                                               | \$125,216.72   | \$125,515.65   | \$4,881.13             | \$255,613.50   | \$1,439,693.34        |
| 2030                                               | \$115,175.47   | \$135,508.09   | \$4,929.95             | \$255,613.50   | \$1,304,185.25        |
| 2031                                               | \$104,334.82   | \$146,299.43   | \$4,979.24             | \$255,613.50   | \$1,157,885.82        |
| 2032                                               | \$92,630.87    | \$157,953.60   | \$5,029.04             | \$255,613.50   | \$999,932.22          |
| 2033                                               | \$79,994.58    | \$170,539.59   | \$5,079.33             | \$255,613.50   | \$829,392.62          |
| 2034                                               | \$66,351.41    | \$184,131.97   | \$5,130.12             | \$255,613.50   | \$645,260.66          |
| 2035                                               | \$51,620.85    | \$198,811.23   | \$5,181.42             | \$255,613.50   | \$446,449.43          |
| 2036                                               | \$35,715.95    | \$214,664.31   | \$5,233.24             | \$255,613.50   | \$231,785.12          |
| 2037                                               | \$18,542.81    | \$231,785.12   | \$5,285.57             | \$255,613.50   | (\$0.00)              |
|                                                    | \$2,552,423.11 | \$2,463,512.07 | \$96,334.82            | \$5,112,270.00 |                       |

| TPN 18351   8% INTEREST                                  |              |              |                        |                |                       |
|----------------------------------------------------------|--------------|--------------|------------------------|----------------|-----------------------|
| 41' Lots: 12   50' Lots: 15   65' Lots: 6   80' Lots: 10 |              |              |                        |                |                       |
| YEAR                                                     | INTEREST     | PRINCIPAL    | COLLECTION<br>EXPENSES | TOTAL          | ASSESSMENT<br>BALANCE |
| 2017                                                     |              |              |                        |                | \$962,946.76          |
| 2018                                                     | \$77,035.74  | \$21,169.27  | \$1,710.15             | \$99,915.16    | \$941,777.49          |
| 2019                                                     | \$75,342.20  | \$22,845.71  | \$1,727.25             | \$99,915.16    | \$918,931.79          |
| 2020                                                     | \$73,514.54  | \$24,656.09  | \$1,744.52             | \$99,915.16    | \$894,275.69          |
| 2021                                                     | \$71,542.06  | \$26,611.14  | \$1,761.97             | \$99,915.16    | \$867,664.56          |
| 2022                                                     | \$69,413.16  | \$28,722.41  | \$1,779.58             | \$99,915.16    | \$838,942.15          |
| 2023                                                     | \$67,115.37  | \$31,002.40  | \$1,797.38             | \$99,915.16    | \$807,939.75          |
| 2024                                                     | \$64,635.18  | \$33,464.62  | \$1,815.35             | \$99,915.16    | \$774,475.13          |
| 2025                                                     | \$61,958.01  | \$36,123.64  | \$1,833.51             | \$99,915.16    | \$738,351.49          |
| 2026                                                     | \$59,068.12  | \$38,995.19  | \$1,851.84             | \$99,915.16    | \$699,356.29          |
| 2027                                                     | \$55,948.50  | \$42,096.29  | \$1,870.36             | \$99,915.16    | \$657,260.00          |
| 2028                                                     | \$52,580.80  | \$45,445.29  | \$1,889.07             | \$99,915.16    | \$611,814.71          |
| 2029                                                     | \$48,945.18  | \$49,062.02  | \$1,907.96             | \$99,915.16    | \$562,752.69          |
| 2030                                                     | \$45,020.22  | \$52,967.91  | \$1,927.04             | \$99,915.16    | \$509,784.78          |
| 2031                                                     | \$40,782.78  | \$57,186.07  | \$1,946.31             | \$99,915.16    | \$452,598.72          |
| 2032                                                     | \$36,207.90  | \$61,741.49  | \$1,965.77             | \$99,915.16    | \$390,857.23          |
| 2033                                                     | \$31,268.58  | \$66,661.15  | \$1,985.43             | \$99,915.16    | \$324,196.08          |
| 2034                                                     | \$25,935.69  | \$71,974.19  | \$2,005.28             | \$99,915.16    | \$252,221.89          |
| 2035                                                     | \$20,177.75  | \$77,712.07  | \$2,025.33             | \$99,915.16    | \$174,509.81          |
| 2036                                                     | \$13,960.79  | \$83,908.78  | \$2,045.59             | \$99,915.16    | \$90,601.03           |
| 2037                                                     | \$7,248.08   | \$90,601.03  | \$2,066.04             | \$99,915.16    | (\$0.00)              |
|                                                          | \$997,700.64 | \$962,946.76 | \$37,655.71            | \$1,998,303.12 |                       |

| TPN 18352   8% INTEREST                                |              |              |                        |                |                       |
|--------------------------------------------------------|--------------|--------------|------------------------|----------------|-----------------------|
| 41' Lots: 47   50' Lots: 4   65' Lots: 0   80' Lots: 0 |              |              |                        |                |                       |
| YEAR                                                   | INTEREST     | PRINCIPAL    | COLLECTION<br>EXPENSES | TOTAL          | ASSESSMENT<br>BALANCE |
| 2017                                                   |              |              |                        |                | \$844,163.47          |
| 2018                                                   | \$67,533.08  | \$18,557.96  | \$1,499.19             | \$87,590.23    | \$825,605.51          |
| 2019                                                   | \$66,048.44  | \$20,027.60  | \$1,514.18             | \$87,590.23    | \$805,577.91          |
| 2020                                                   | \$64,446.23  | \$21,614.67  | \$1,529.33             | \$87,590.23    | \$783,963.25          |
| 2021                                                   | \$62,717.06  | \$23,328.55  | \$1,544.62             | \$87,590.23    | \$760,634.70          |
| 2022                                                   | \$60,850.78  | \$25,179.38  | \$1,560.07             | \$87,590.23    | \$735,455.32          |
| 2023                                                   | \$58,836.43  | \$27,178.13  | \$1,575.67             | \$87,590.23    | \$708,277.18          |
| 2024                                                   | \$56,662.17  | \$29,336.63  | \$1,591.42             | \$87,590.23    | \$678,940.55          |
| 2025                                                   | \$54,315.24  | \$31,667.64  | \$1,607.34             | \$87,590.23    | \$647,272.91          |
| 2026                                                   | \$51,781.83  | \$34,184.98  | \$1,623.41             | \$87,590.23    | \$613,087.93          |
| 2027                                                   | \$49,047.03  | \$36,903.55  | \$1,639.65             | \$87,590.23    | \$576,184.38          |
| 2028                                                   | \$46,094.75  | \$39,839.43  | \$1,656.04             | \$87,590.23    | \$536,344.95          |
| 2029                                                   | \$42,907.60  | \$43,010.03  | \$1,672.60             | \$87,590.23    | \$493,334.92          |
| 2030                                                   | \$39,466.79  | \$46,434.10  | \$1,689.33             | \$87,590.23    | \$446,900.81          |
| 2031                                                   | \$35,752.07  | \$50,131.94  | \$1,706.22             | \$87,590.23    | \$396,768.87          |
| 2032                                                   | \$31,741.51  | \$54,125.43  | \$1,723.28             | \$87,590.23    | \$342,643.44          |
| 2033                                                   | \$27,411.48  | \$58,438.23  | \$1,740.52             | \$87,590.23    | \$284,205.21          |
| 2034                                                   | \$22,736.42  | \$63,095.89  | \$1,757.92             | \$87,590.23    | \$221,109.32          |
| 2035                                                   | \$17,688.75  | \$68,125.98  | \$1,775.50             | \$87,590.23    | \$152,983.34          |
| 2036                                                   | \$12,238.67  | \$73,558.30  | \$1,793.26             | \$87,590.23    | \$79,425.03           |
| 2037                                                   | \$6,354.00   | \$79,425.03  | \$1,811.19             | \$87,590.23    | (\$0.00)              |
|                                                        | \$874,630.32 | \$844,163.47 | \$33,010.73            | \$1,751,804.52 |                       |

## **REIMBURSEMENT AGREEMENT**

### **CARROLLTON CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT**

#### **NO. 2**

This Reimbursement Agreement (this "Agreement") is entered into by CH PH 12, LLC, a Texas limited liability company (the "Developer") and the CITY OF CARROLLTON, TEXAS (the "City"), to be effective the 4th day of April, 2017 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

#### **RECITALS**

WHEREAS, on February 28, 2017, the City Council passed and approved Resolution No. 4043 (the "PID Authorization Resolution") authorizing the creation of Carrollton Castle Hills Public Improvement District No. 2 (the "PID") pursuant to the authority of Chapter 372, Texas Local Government Code, as amended (the "Act"), covering approximately 144.130 contiguous acres within the corporate limits of the City, which land is described in the PID Authorization Resolution and Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Developer is the owner of the Property;

WHEREAS, the Property will be subdivided into single-family residential lots as well as a multi-family residential lot (individually a "Lot" and collectively the "Lots") as shown on the Final Plat of the Property (the "Final Plat");

WHEREAS, on April 4, 2017, the City Council passed and approved Ordinance No. \_\_\_\_ (the "Assessment Ordinance" adopted on the "Assessment Date");

WHEREAS, the Assessment Ordinance approved the Carrollton Castle Hills Public Improvement District No. 2 Service and Assessment Plan and Assessment Roll for the Property (the "Assessment Plan");

WHEREAS, the Assessment Plan identifies public improvements authorized by the Act ("Public Improvements") to be designed, constructed, and installed by or on behalf of the Developer that confer a special benefit on the Property;

WHEREAS, the Assessment Plan estimates the Total Cost of the Public Improvements;

WHEREAS, the Assessment Plan determines the portion of the Total Cost (the "Public Improvements Cost") that is apportioned to the Property, which Public Improvements Cost represents the special benefit that the Public Improvements confer upon the Property;

WHEREAS, the Assessment Plan apportions the Public Improvements Cost to each Lot in the amounts set forth on the Assessment Roll, which amounts represent the special benefit that the Public Improvements confer on the Lots;

WHEREAS, the Assessment Ordinance levies the Public Improvements Cost as Assessments against the Lots in the amounts set forth on the Assessment Roll;

WHEREAS, Assessments are due and payable in full, without interest, within 30 days after the Assessment Date;

WHEREAS, if an Assessment is not paid in full within 30 days after the Assessment Date, the Assessment will not be in default and the owner of the Lot will be deemed to have elected to pay the assessment in Annual Installments, subject to the right of the owner to prepay the Assessment at any time as provided by the Act;

WHEREAS, if an Assessment is not paid in full within 30 days after the Assessment Date, interest on the Assessment begins to accrue on the first September 30<sup>th</sup> to occur after the Improvements Completion Date (the "Interest Accrual Date");

WHEREAS, if an Assessment is not paid in full within 30 days after the Assessment Date, the first Annual Installment of the Assessment shall be due and payable on or before the first January 31<sup>st</sup> to occur after the Interest Accrual Date and shall be delinquent on the next February 1<sup>st</sup>;

WHEREAS, Annual Installments shall be billed and collected by the City;

WHEREAS, Assessment Revenue from the collection of Assessments and Annual Installments shall be deposited into the PID Project Fund and the Administrative Fund;

WHEREAS, the PID Project Fund shall only be used to pay the Public Improvements Cost;

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

## **I.**

### **PURPOSE AND EFFECT OF AGREEMENT, DEFINITIONS**

#### **1.1 Purpose and Effect of Agreement.**

1.1.1 This Agreement is executed by the Parties hereto to provide for (i) the financing of the costs of the Public Improvements, and (ii) the development of the Development by the Developer as provided herein.

1.1.2 The Developer acknowledges and agrees that it is assuming significant financial risks in undertaking the Development Projects, and that all risks of cost overruns, labor difficulties, and land acquisition, that are integral to making the Development Projects a financial success after fulfillment of the other Parties' respective obligations hereunder are the sole responsibilities of the Developer.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth: Administrative Fund – means an account created and held by the City to hold Collection Expenses and Delinquent Collection Costs and used as directed solely for the purposes set forth in the Assessment Plan.

Agreement – means this Reimbursement Agreement.

Assessment – means the assessment levied against a Lot(s) imposed pursuant to the Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Lot created by such subdivision or reduction according to the provisions hereof, the Assessment Plan and the Act.

Assessment Date – means April 4, 2017, the date the Assessment Ordinance was adopted by the City Council.

Assessment Ordinance – means Ordinance No. \_\_\_\_\_ passed and approved by the City Council.

Assessment Plan – means Carrollton Castle Hills Public Improvement District No. 2 Service and Assessment Plan for the Property, as amended, supplemented or updated pursuant to the Act.

Assessment Roll – means, as applicable, the Assessment Roll or any other Assessment Roll included in an amendment or supplement to the Assessment Plan or in an Annual Service Plan Update for the PID.

City – means the City of Carrollton, Texas.

City Council – means the duly elected governing body of the City.

Developer – means CH PH 12, LLC, a Texas limited liability company.

PID – means Carrollton Castle Hills Public Improvement District.



PID Authorization Resolution – means Resolution No. 4043 authorizing the creation of Carrollton Castle Hills Public Improvement District No. 2.

Final Plat – means Final Plat of the Property.

Improvements Completion Date – the date of final completion of each phase of the Public Improvements.

Interest Accrual Date – means interest on the assessment which begins to accrue on the first September 30<sup>th</sup> to occur after the Improvements Completion Date.

Lot(s) – mean single-family residential lots located within the Property.

Maturity Date – means April 4, 2047.

Parties – means the City and the Developer.

Property – means the 144.130 contiguous acres within the corporate limits of the City, described on Exhibit “A” to this Agreement.

Public Improvements – means the public improvements to be designed, constructed, and installed by or on behalf of the Developer and acquired by the City that confer a special benefit on the Property.

Public Improvements Cost – the portion of the Total Cost for the Public Improvement Project as defined in the Assessment Plan that is apportioned to the Property, representing the special benefit that the Public Improvements confer upon the Property.

Reimbursement Agreement Balance – means the unpaid principal balance, together with accrued but unpaid interest.

## II.

### **PUBLIC IMPROVEMENTS**

2.1 Dedication of Right-of-Way and Easement for Public Improvements. At the time Developer plats a portion of the Property, Developer shall dedicate by plat at no cost to the City street right-of-way and utility easements within the portion of the Property being platted, subject to the reimbursement obligation created by this Agreement for the payment of the costs of Public Improvements.

2.2 Construction of Public Improvements. At the time Developer develops a portion of the Property, Developer shall construct or cause to be constructed the Public Improvements within the portion

of the Property being developed, subject to the reimbursement obligation created by this Agreement for the payment of the costs of Public Improvements.

### **III.**

#### **REIMBURSEMENT FOR PUBLIC IMPROVEMENTS**

3.1 PID Project Fund. The City shall bill, collect, and, upon receipt, immediately deposit into the PID Project Fund Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including Annual Installments, pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); (2) interest included in the payment of Annual Installments (excluding Collection Expenses and Delinquent Collection Costs, as defined in the Assessment Plan); and (3) any other revenue authorized by the Act and approved by the City Council. Collection Expenses and Delinquent Collection Costs shall be collected with and deducted from the Assessment Revenue, and deposited into the Administrative Fund as set forth in Section 3.3 of this Agreement, prior to deposit of the Assessment Revenue into the PID Project Fund. Annual Installments shall be billed and collected by the City (or by any other person, entity, or governmental agency permitted by law, including the Denton County Tax Assessor/Collector) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used to pay the Public Improvements Cost in accordance with this Agreement.

3.2 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, solely from the PID Project Fund, and the Developer shall be entitled to receive payments from the PID Project Fund via the City, until April 4, 2047 (the "Maturity Date"), the principal amount of Seventeen Million One Hundred Ninety-Seven Thousand One Hundred Ninety-Two and No/100 DOLLARS (\$17,197,192.00) (which amount equals the Public Improvements Cost apportioned to and assessed against the Lots by the Assessment Plan and the Assessment Ordinance), or other amount equaling the Public Improvements Cost apportioned to and assessed against the Lots by any future Assessment Plan and Assessment Ordinance adopted by the City ("Principal Balance"). In addition, the City shall remit, if interest accrues and is collected by the City through Assessments or Annual Installments on the Principal Balance : (1) simple interest on the unpaid principal balance at the rate of eight percent (8.0%) for years one through five beginning on the Interest Accrual Date; and (2) simple interest on the unpaid principal balance at the rate of eight percent (8.0%) for years six through twenty thereafter (the unpaid Principal Balance, together with accrued but unpaid interest, if any, is referred to as the "Reimbursement Agreement Balance"). The obligation of the City to pay the Reimbursement Agreement Balance is secured by and payable solely from Annual Installments, prepayments, or foreclosures on liens made to or collected by the City from the PID Project Fund beginning on the first March 1st to occur after the first Annual Installment

is due and payable and continuing each calendar quarter thereafter until the Maturity Date or until the Reimbursement Agreement Balance is paid in full, whichever is first. Payments from the PID Project Fund shall first be applied to accrued and unpaid interest. Each annual payment from the PID Project Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last annual payment. If there is a dispute over the amount of any annual payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next annual payment is due; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.3 Administrative Fund. The City shall deposit or cause to be deposited Collection Expenses and Delinquent Collection Costs to an account created and held by the City (the "Administrative Fund"). Moneys in the Administrative Fund shall be held by the City and administered hereunder and used as directed solely for the purposes set forth in the Assessment Plan. The City may draw monies from this Administrative Fund to pay organization, administrative, maintenance and operation expenses of the PID and the other Administrative Expenses (as defined in the Service and Assessment Plan).

3.4 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Project Fund. No other City funds, revenues, taxes, or income of any kind shall be used to pay the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date. The PID is created to provide for reimbursement or payment of the Public Improvement Costs for the PID; no alternate financing is approved through the approval of the Service and Assessment Plan. The City assumes no financial obligation whatsoever in the event of default or foreclosure of any portion or phase of the development projects within the PID. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.5 Obligations Unconditional. The obligations of the City under Section 2.2 are expressly conditioned upon, and do not arise until, the Improvements Completion Date. From and after the Improvements Completion Date, however, the obligations of the City under Section 3.2 are unconditional (even if the Developer is in Default) and shall continue until the Maturity Date or until the Reimbursement Agreement Balance has been paid in full. From and after the Improvements Completion Date there shall be no conditions, defenses, or rights of offset to the obligation of the City to make annual payments to the Developer from the PID Project Fund in accordance with Section 3.2.

**IV.**  
**ADDITIONAL PROVISIONS**

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Project Fund in accordance with Section 3.2 (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City has received notice.

4.3 Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Denton County, Texas.

4.4 Notice. Any notice required by this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

If to the City:

City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, Texas 75006  
Attn: City Manager

If to the Developer:

CH PH 12, LLC, a Texas limited liability company  
2520 King Arthur Blvd, Suite 200

Lewisville, Texas 75056  
Attn: Eric Stanley

With a copy to:

Winstead PC  
500 Winstead Building  
2728 N. Harwood  
Dallas, Texas 75201  
Attn: Ross Martin

Any Party may change its address by delivering notice of the change in accordance with this section.

#### 4.5 Default/Remedies.

4.5.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have 10 days within which to cure. If the Failure is non-monetary, the non-performing Party shall have 30 days within which to cure

4.5.2 If the Developer is in Default, the City's sole and exclusive remedies shall be to compel performance through injunctive relief or specific performance. No default by the Developer shall entitle the City to terminate this Agreement. No Default by the Developer after the Improvements Completion Date shall entitle the City to withhold annual payments to the Developer from the PID Project Fund in accordance with Section 3.2.

4.5.3 If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) compel performance through injunctive relief or specific performance; and/or (2) pursue the Local Government Code remedies described in this section. No default by the City shall entitle the Developer to terminate this Agreement. This Agreement is a contract for goods and services within the meaning of Section 271.151, Texas Local Government Code, as amended, and the Reimbursement Agreement Balance is the balance due and owed by the City to the Developer within the meaning of Section 271.153, Texas Local Government Code, as amended. Except as provided in this section, the City does not waive or surrender any of its governmental powers, immunities, or rights.

4.5.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer

but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.6 Entire Agreement; Amendment. This Agreement supersedes all prior agreements (whether written or oral) between the Parties regarding the subject matter hereof and constitutes the only agreement between the Parties with regard to the subject matter hereof. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of this Agreement shall control. This Agreement may only be amended by written agreement of the Parties.

4.7 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.8 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.9 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon or give to any person or entity other than the City, the Developer, and Transferees any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

4.10 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.11 Interpretations. Capitalized terms used in this Agreement shall have the meanings given to them in this Agreement. Unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the governing body (the "City Council") of the City;

4.12 Recitals. The foregoing Recitals: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) constitute representations, warranties, and covenants that each Party has relied upon in entering into this Agreement; and

4.13 Recordation of Agreement. This Agreement shall be filed by Developer in the Deed Records of Denton County to evidence the rights and obligations contained herein.



**CITY OF CARROLLTON, TEXAS**

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

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

Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_

City Attorney

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of City of Carrollton, Texas, on behalf of said City.

\_\_\_\_\_

Notary Public - State of Texas

My Commission Expires:

CH PH 12, LLC, a Texas limited liability company

By: BRECO Development Manager, LLC

Its Manager

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

Name: \_\_\_\_\_

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

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of BRECO Development Manager, LLC, Manager of CH PH 12, LLC, a Texas limited liability company, on behalf of said entity.

\_\_\_\_\_  
Notary Public – State of Texas

My Commission Expires:

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS FOR THE CARROLLTON CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 2; MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE CORPORATE LIMITS OF THE CITY; LEVYING SPECIAL ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on January 24, 2017, the City of Carrollton (the “City”) accepted a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the “Act”) requesting the creation of a public improvement district over an area within the corporate limits of the City to be known as the Carrollton Castle Hills Public Improvement District No. 2 (the “PID”); and

**WHEREAS**, the petition contained the signatures of the owners of taxable property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment within the boundaries of the proposed PID, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

**WHEREAS**, after publication of notice of such public hearing on February 10, 2017, the City Council of the City (the “City Council”) held the public hearing on February 28, 2017 in the manner required by law on the advisability of the Authorized Improvements described in the petition as required by Sec. 372.009 of the Act and made the findings required by Sec. 372.009(b) of the Act and, by Resolution adopted by a majority of the members of the City Council, authorized the PID in accordance with its finding as to the advisability of certain public improvement projects (the “Authorized Improvements”); and

**WHEREAS**, the developer of property within the PID as described in the Service and Assessment Plan for the PID (the “Service and Assessment Plan”) is ready to commence the construction and acquisition of the Authorized Improvements (as defined in the Service and Assessment Plan) within the PID; and

**WHEREAS**, the City wishes to levy assessments on the property within the PID for such Authorized Improvements (the “Assessments”); and

**WHEREAS**, the City, pursuant to Section 372.016(b) of the Act, published notice on March 24, 2017 in a newspaper of general circulation in the corporate limits of the City to

consider the proposed Service and Assessment Plan for the PID and the levy of the Assessments on property in the PID; and

**WHEREAS**, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the related assessment roll (the “Assessment Roll”) and the levy of Assessments on property in the PID to the address of the last known address of the owners of the property liable for the Assessments; and

**WHEREAS**, the City Council convened the hearing at 7 p.m. on the 4th day of April, 2017, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, the City Council finds and determines that the Service and Assessment Plan and Assessment Roll should be approved and that the Assessments (as defined in the Service and Assessment Plan) should be levied on property within the PID as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

**WHEREAS**, the City Council further finds that there were no oral or written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements, the Assessment Roll and the levy of Assessments; and

**WHEREAS**, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the PID, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

**Section 1. Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as Exhibit “A” (the “Service and Assessment Plan”).

**Section 2. Findings.** The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determines and orders, as follows:

- a. The apportionment of the Authorized Improvements and the Annual Administrative Costs pursuant to the Service and Assessment Plan are fair and reasonable, reflect an accurate presentation of the special benefit each property will receive from the Authorized Improvements identified in the Service and Assessment Plan, and are hereby approved;

- b. The Service and Assessment Plan covers a period of at least five (5) years and defines the annual indebtedness and projected costs for the Authorized Improvements;
- c. The Service and Assessment Plan apportions the cost of the Authorized Improvements to be assessed against property in the PID and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements.
- d. All of the real property in the PID which is being assessed in the amounts shown in the Service and Assessment Plan and Assessment Roll will be benefited by the Authorized Improvements proposed to be provided through the PID in the Service and Assessment Plan, and each parcel of real property in the PID will receive special benefits in each year equal to or greater than each annual Assessment and will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;
- e. The method of apportionment of the PID Costs and Annual Administrative Costs set forth in the PID Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements and Annual Administrative Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the PID Costs;
- f. The Carrollton Castle Hills PID Service and Assessment Plan should be approved as the service plan and assessment plan for the PID, as described in Section 372.013 and 372.014 of the Act;
- g. The Assessment Roll in the form attached to the Service and Assessment Plan (the "Assessment Roll") should be approved as the assessment roll for the PID;
- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest of Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the improvements needed and required for the area within the PID; and
- i. A written notice of the date, hour, place and subject of this meeting of the City Council was posted as a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon.

Section 3. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Authorized Improvements within the PID.

Section 4. Assessment Roll. The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as an assessment roll for Authorized Improvements within the PID.

Section 5. Levy and Payment of Special Assessment for Costs of Authorized Improvements.

- a. The City Council hereby levies an assessment on each tract of property located within the PID, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties within the PID as set forth in the Service and Assessment Plan and Assessment Roll.
- b. The levy of the Assessments shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Assessments shall be as described in the Service and Assessment Plan.
- d. Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Annual Administrative Costs for Assessed properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment. The method of apportioning the PID Costs is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 8. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner (the "Owner") of any Assessed Property may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority. As provided in the Act, the City Council and owners of the Assessed Property intend for the obligations, covenants and burdens on the owners of Assessed Properties, including without limitation such owner's obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The



Assessments and the Annual Installments levied hereby shall be binding upon the Assessed Parties, as the owners of assessed properties, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the Act.

Section 10. Collector of Assessments. The Denton County Tax Assessor Collector is hereby appointed as the collector of the Assessments. The City is hereby authorized to enter into an agreement with the Denton County Tax Assessor Collector for the collection of the Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

Section 11. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

Section 12. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 13. Effective Date. This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution thereof.

**PASSED AND APPROVED this 4th day of April, 2017.**

---

Matthew Marchant  
Mayor, City of Carrollton

**ATTEST:**

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Laurie Garber  
City Secretary, City of Carrollton

**APPROVED AS TO FORM:**

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Meredith Ladd  
City Attorney, City of Carrollton

EXHIBIT A

SERVICE AND ASSESSMENT PLAN  
AND ASSESSMENT ROLL