

City of Carrollton

*1945 E. Jackson Road
Carrollton, TX 75006*



REGULAR WORKSESSION & MEETING

Tuesday, April 18, 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 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 Traffic Signal Construction Prioritization For Fiscal Year 2018.
5. Discuss Proposed Amendments To Article XX (TC) Transit Center District Regulations Of The Comprehensive Zoning Ordinance. Case No. 02-17ZT1 (TC) Transit Center District And Two Zoning Map Amendments For The Transit Center Districts, Case Nos. 04-17Z4 Downtown Transit Center And 04-17Z5 Frankford Transit Center District. Case Coordinators: Loren Shapiro And Michael McCauley.
6. Present Overview Of The Accomplishments Of The Neighborhood IMPACT Program.
7. Discuss Amendments To The Billboard Removal Incentive Program.
8. Mayor and Council reports and information sharing.

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

9. **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

- *10. Consider Approval Of The April 4, 2017 Regular Meeting Minutes.

BIDS & PURCHASES

- *11. 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 \$32,752.97, For A Total Contract Amount Not To Exceed \$293,921.00.
- *12. Consider Approval For The Purchase Of Supplies and Installation Services For The Carrollton Oak Creek Tennis Center From USA Shade & Fabric Structures In The Amount Of \$5,850.00 Resulting In Expenditures To A Single Vendor That Exceed \$25,000.00.

CONTRACTS & AGREEMENTS

- *13. Consider Authorizing The City Manager To Negotiate And Execute A Purchase And Sale Agreement With Arcadia Realty Corporation For Approximately 14.3 Acres Of The Thomas Development Area For A Sale Price Of \$750,000.00.
- *14. Consider Authorizing The City Manager To Approve Change Order #1 With Dake Construction For The McInnish Baseball Field And Frankford Sanitary Sewer Lift Stations In An Amount Not To Exceed \$26,808.46.
- *15. Consider Authorizing The City Manager To Approve A Professional Services Engineering Design Contract With Water P. Moore And Associates, Inc. For The Woodlake, Section 3 NOTICE Street Reconstruction Project In An Amount Not To Exceed \$362,000.00.
- *16. Consider Approval Of Contract Services For The Parks And Recreation Department From Northrup Gymnastics In An Amount Not To Exceed \$49,250.00.
- *17. Consider Approval Of Contract Services For The Carrollton Rosemeade Recreation Center From Ponder Company, Inc. In An Amount Not To Exceed \$80,973.20.

RESOLUTIONS

- *18. Consider A Resolution Authorizing The City Manager To Enter Into An Interlocal Agreement With The Dallas Independent School District.
- *19. Consider A Resolution Approving Funding For North Texas Emergency Communications Center, Inc., Relating To The Purchase Of Technology Equipment For NTECC Consolidated Public Safety Communication Center To Ensure Appropriate Continuation Of Services To Carrollton Citizens; In An Amount Not To Exceed \$159,840.00.

PUBLIC HEARING - INDIVIDUAL CONSIDERATION

20. Hold A Public Hearing For A Municipal Setting Designation Ordinance For Downtown Carrollton.

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 14th day of April 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: 3215

Agenda Date: 4/18/2017

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 4.

CC MEETING: April 18, 2017

DATE: April 4, 2017

TO: Erin Rinehart, City Manager

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

Discuss **Traffic Signal Construction Prioritization For Fiscal Year 2018.**

BACKGROUND:

The Engineering Department annually reviews intersections across the city and develops a signal prioritization list that includes locations where a traffic signal is desirable and meets minimum traffic signal warrants. This list is presented to the Traffic Advisory Committee (TAC) with a recommendation of locations for construction of signals during the upcoming fiscal year. The prioritization list is compiled based on several factors including traffic signal warrants met, the type of intersection, accident history, adjacency to trails, traffic volumes, and proximity to other traffic signals. This information was presented to TAC at the April 3, 2017 meeting.

The Committee reviewed information on possible signal locations and received input from citizens attending the meeting. TAC selected Old Denton Road at the Super H supermarket driveway, Hebron Parkway at Furneaux Lane and Luna Road at Capital Parkway as the three locations for signal construction during FY 2018.

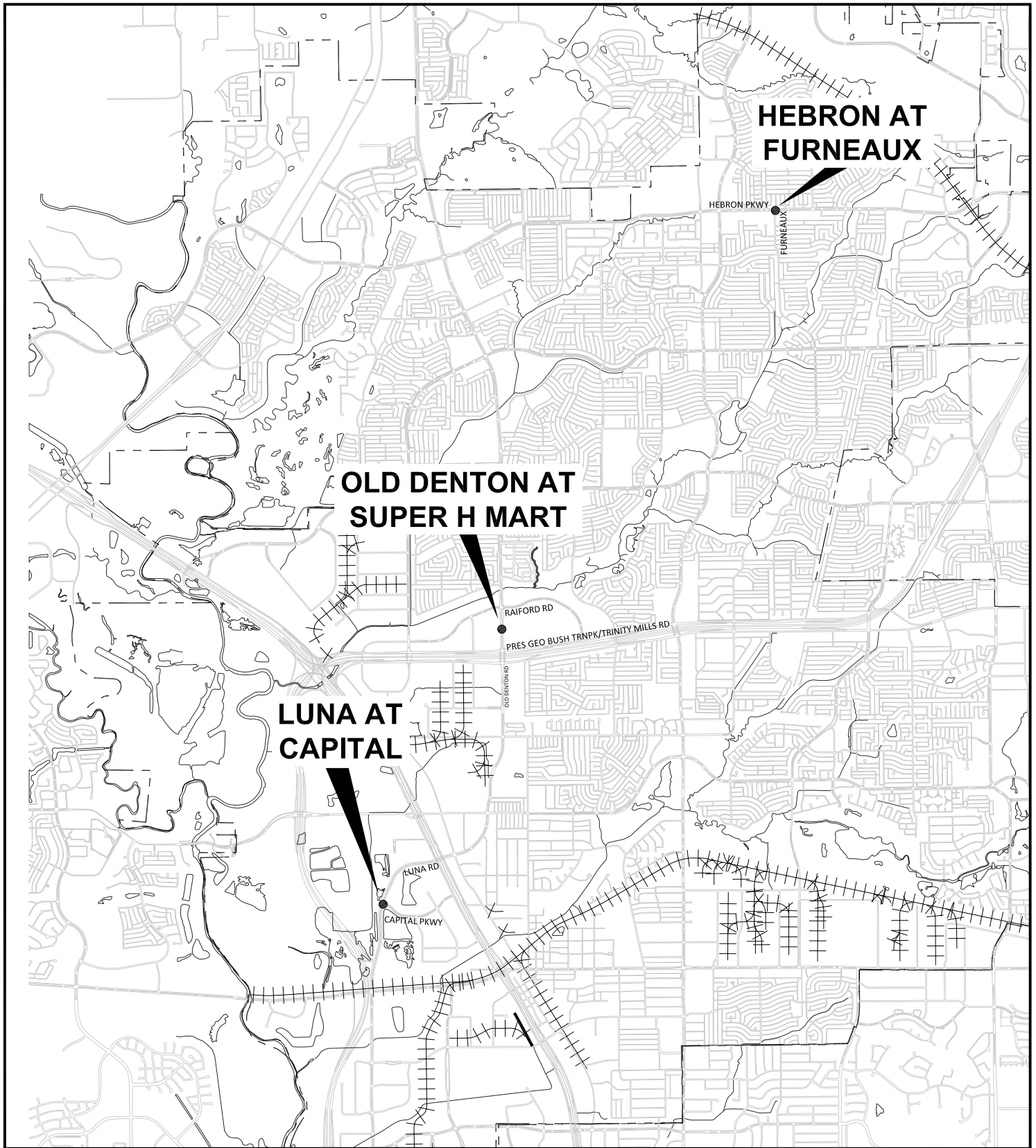
FINANCIAL IMPLICATIONS:

Traffic signal improvements at three locations will cost approximately \$450,000. These costs will be funded through the Traffic Consolidated Fund.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff will brief City Council on the TAC recommendation for the construction of traffic signals in FY 2018 and seek direction to proceed with implementation.

4/4/17 \\WORKSPACE\COUNCIL DRAWINGS\2017\PRIORITIZED SIGNAL LOCATIONS.DWG



Where Connections Happen

PRIORITIZED SIGNAL LOCATIONS

ENGINEERING DEPARTMENT



SCALE: N.T.S.

DATE: 04/17

Signal Prioritization List

Ranking Criteria																				
Major Street		Minor Street	Correctable Accidents		Warrant									Corridor	Accident	Trail	Vol	Adj Sig	Total	
					1	2	3	4	5	6	7	8	9	Score	Score	Score	Score	< 1000'		
					Prior 12 months	Prior 3 yrs	12 pts	6 pts	3 pts	9 pts	9 pts	3 pts	12 pts	3 pts	6 pts	10 pt max	No pt limit	10 pt max	9 pt maz	-10 pt max
1	Old Denton	H-Mart/Chik-fil-A Driveway		12	32	12	6	3	0	0	0	12	0	0	4	32	0	9.0	-5	73.0
2	Hebron Pkwy	Furneaux		8	13	12	6	3	0	0	3	12	0	0	4	13	0	3.0	0	56.0
3	Marsh	Marsh Ridge		2	4	12	6	3	0	0	3	0	3	0	9	4	0	9.0	0	49.0
4	Luna	Capital		1	3	12	6	3	0	0	3	0	3	0	9	3	0	3.0	0	42.0
5	Josey Lane	Arbor Creek		4	10	12	6	3	0	0	0	0	0	0	4	10	0	3.0	-5	33.0
6	Hebron Pkwy	Prairie		2	3	12	6	3	0	0	0	0	0	0	4	3	5	3.0	-5	31.0
7	Hebron Pkwy	Quail Creek		2	6	0	0	3	0	0	3	0	0	0	4	6	10	3.0	0	29.0

Warranted Only Signal Locations

			Ranking Criteria																
Major Street	Minor Street	Correctable Accidents	Warrant											Corridor	Accident	Trail	Vol	Adj Sig	Total
			1	2	3	4	5	6	7	8	9	Score	Score	Score	Score	Score	Score	Score	Score
			Prior 12 months	Prior 3 yrs	12 pts	6 pts	3 pts	9 pts	9 pts	3 pts	12 pts	3 pts	6 pts	10 pt max	No pt limit	10 pt max	9 pt max	-10 pt max	No pt limit
1	Old Denton	Walmart/Kroger Driveway	8	17	12	6	3	0	0	0	12	0	0	4	17	0	6.0	-5	55.0
2	Belt Line	Hutton	0	4	12	6	3	0	0	0	0	3	0	9	4	0	6.0	0	43.0
3	Rosemeade	Province (Lymington)	3	6	12	6	3	0	0	0	0	0	0	4	6	0	3.0	-5	29.0
4	Hebron Pkwy	Hunt	3	5	12	6	3	0	0	0	0	0	0	4	5	0	3.0	-5	28.0
5	Frankford	Scott Mill	0	3	12	6	3	0	0	0	0	0	0	4	3	0	3.0	-5	26.0
6	Jackson	McCoy	2	4	0	6	3	0	0	0	0	0	0	2	4	0	6.0	0	21.0
7	Crosby	Larner/School	0	3	0	0	0	0	9	0	0	0	0	2	3	0	6.0	0	20.0
8	Plano Pkwy	Dozier	1	4	0	6	3	0	0	0	0	0	0	3	4	0	3.0	0	19.0
9	Frankford	Indian Creek	0	1	0	6	3	0	0	0	0	0	0	3	1	5	0.0	0	18.0
10	Marsh	Kelly	0	1	0	0	3	0	0	0	0	0	0	4	1	0	9.0	0	17.0
11	Midway	Commander	0	2	0	6	3	0	0	3	0	0	0	3	2	0	0.0	0	17.0
12	Keller Springs	Tarpley	0	0	0	6	3	0	0	0	0	0	0	4	0	0	3.0	0	16.0
13	Keller Springs	Homer	1	1	0	6	3	0	0	0	0	0	0	3	1	0	3.0	-5	11.0
14	Midway	Skylane	2	3	0	0	0	0	0	0	0	3	0	4	3	0	0.0	0	10.0
15	Midway	Waypoint	1	1	0	6	3	0	0	0	0	0	0	3	1	0	0.0	-5	8.0
16	Belt Line	Warner	0	2	0	6	3	0	0	0	0	0	0	3	2	0	0.0	-10	4.0
17	Marsh	Dove Creek	3	3	0	0	3	0	0	0	0	0	0	4	3	0	3.0	-10	3.0
18	Hebron Pkwy	Juniper	0	1	0	0	3	0	0	0	0	0	0	3	1	0	0.0	-5	2.0



City of Carrollton

Agenda Memo

File Number: 3223

Agenda Date: 4/18/2017

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 5.

CC MEETING: April 18, 2017

DATE: April 12, 2017

TO: Erin Rinehart, City Manager

FROM: Loren Shapiro, Chief Planner

Discuss Proposed Amendments To Article XX (TC) Transit Center District Regulations Of The Comprehensive Zoning Ordinance. Case No. 02-17ZT1 (TC) Transit Center District And Two Zoning Map Amendments For The Transit Center Districts, Case Nos. 04-17Z4 Downtown Transit Center And 04-17Z5 Frankford Transit Center District. Case Coordinators: Loren Shapiro And Michael McCauley.

BACKGROUND:

This is a city-initiated request to discuss proposed text amendments to the (TC) Transit Center District. One of City Council's goals from the 2016 strategic planning retreat was to differentiate the Trinity Mills Station (TC) District from the Downtown Station and North Carrollton Station (TC) Districts.

The current regulations do not consider the three different environments existing in the Downtown Station, Trinity Mills Station and North Carrollton Station TOD areas. The current regulations provide the same development requirements in each of the DART station TOD areas.

The primary purpose of the proposed amendments is to create three distinct transit center district regulations around each of the DART stations, including minor updates, and prepare general regulations for properties in close proximity to the Trinity Mills Station in anticipation of requests for proposals (RFPs) for the catalyst project on the 26.5 acres owned by DART and the City of Carrollton.

In addition to the text amendments to the TC Districts, two related zoning map amendments will be discussed. The Planning and Zoning Commission had work sessions on February 2nd and March 2nd for the TC District Standards. The commission directed staff to consider extending the Historic Square sub-district of the Transit Center, through a map amendment (rezone from Urban Core), from Main Street north to Belt Line Road. Additionally, the

Commission wanted to update the character street map, as the current Downtown TC District map did not match the 2014 Transportation Plan that realigned Downtown Streets matching configurations in place today.

Finally, staff was tasked with bringing forward a second zoning map change to remove the duplication of PD-188 and the current Transit Center District zoning designated on properties around the North Carrollton Station and rezone the tracts utilizing the same PD standards into a single Frankford Transit Center District. The two rezonings are map amendments, separate and different cases from the Transit Center District text amendments proposed herein (See zoning maps).

STAFF RECOMMENDATION/ACTION DESIRED:

Staff will present the proposed text amendments and two zoning map amendments to seek Council feedback in preparation for City Council consideration of the three items on May 2, 2017.

SUMMARY OF TEXT CHANGES

Three new transit center districts will be established - Downtown Carrollton, Trinity Mills, and Frankford (North Carrollton Station) Transit Center Districts. The same sections and content in Article XX (TC) Transit Center District were utilized for each of the three transit center districts. The text was amended pertinent to the respective districts. The proposed amendments would divide Article XX into four parts – for each of the three new districts, and a fourth part for the Transit Center land use chart.

What specific changes are proposed?

- A decrease in the required parking established in Downtown Carrollton and Trinity Mills Transit Center Districts for retail and office uses. Standard parking requirements, regulated in the Comprehensive Zoning Ordinance, will apply in the Frankford Transit Center District.
- Allow LED lighting, currently not allowed in the Transit Center Districts.
- All three transit center districts would contain language matching all other zoning districts pertinent to activities in an enclosed building and location of utilities, which are adopted in all other zoning districts.

DOWNTOWN CARROLLTON

Downtown Carrollton Transit Center (DTC) will maintain the existing four sub-districts of Urban Core, Urban General, Urban Fringe, and Historic Square. The proposed amendments to the regulations include the following:

- Propose increased the maximum height in the Historic District sub-district from three-stories to four-stories. The minimum height will remain at the currently adopted 2-stories.
- Added burnished block to allowable ground floor exterior materials. The minimum overall exterior walls are proposed to be reduced from 85 percent to 70 percent brick, stone or cultured stone, or burnished block. The minimum ground floor exterior materials will remain at 100 percent brick, stone or cultured stone, or burnished block.
- Created a process for remodels and reuse of existing buildings. All rehabilitations of existing buildings shall be reviewed by the City Manager or designee and by the (TOD) Transit Oriented Development Subcommittee.
- Minor and major modifications are clarified, as current regulations do not clearly define these terms. Development plans will continue to be reviewed by staff (City Manager or designee), except when modifications are major. Major modifications will require action by the TOD Subcommittee and review by Planning and Zoning Commission, and final approval by City Council.
- The character streets have been updated to reflect amendments to the Transportation Plan approved by City Council in 2014.

TRINITY MILLS TRANSIT CENTER

Trinity Mills Transit Center (TMTC) standards propose a separate type of transit center district, and no longer an Urban Core sub-district.

- TMTC proposes regulations to allow high-density employment centers including office towers with multifamily, commercial, retail, restaurant, entertainment, and hotels.
- TMTC provides updated purposes and intent related to the request for qualifications (RFQ) and pending request for proposal (RFP) related to the desired dense employment center.

- TMTC has a minimum height of six-stories, instead of the standard four-stories currently required in the Urban Core.
- Since Trinity Mills is planned to become an employment center with high-density office, exterior building walls would be allowed to be glass curtains and burnished block, in addition to brick and stone.
- Encourages a streetscape integrated with the dense office buildings to allow commercial retail, restaurant, and services, similar to Cityline in Richardson.
- Until a catalyst project is established and specific development regulations adopted, all proposed development in the interim will require special development plans (SDP) requiring approval by the City Council, following review by the Planning and Zoning Commission. Once the catalyst project development plan is in place, the regulations can be amended for the Trinity Mills Transit Center throughout to match the theme.

FRANKFORD TRANSIT CENTER (NORTH CARROLLTON)

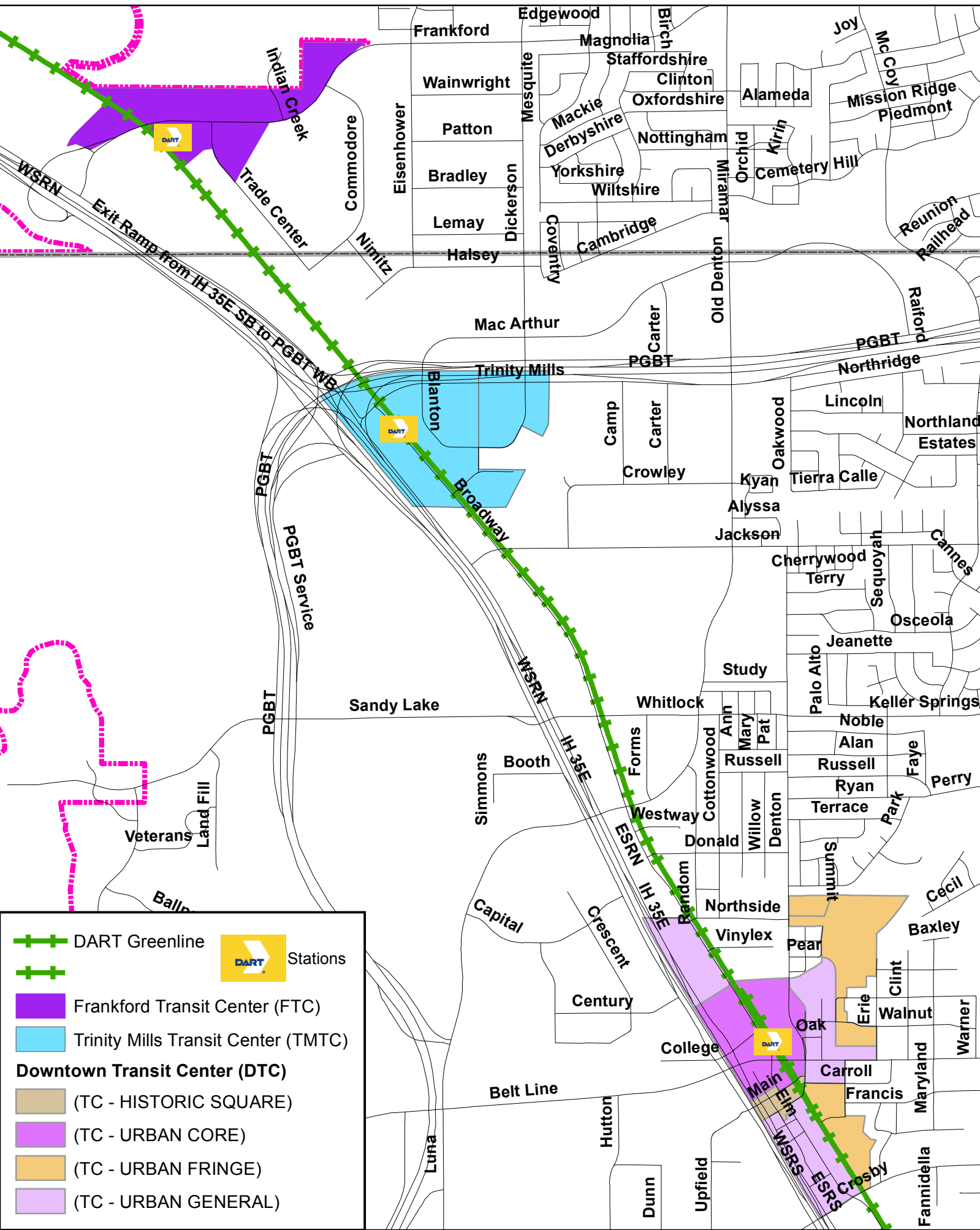
The character of Frankford Road, near the North Carrollton DART station is primarily retail and multifamily. The Frankford Transit Center regulations shall incorporate PD-188 standards in its entirety. Some items already included in PD-188 to be adopted in the Frankford Transit Center include:


- Special Use Permit required for multifamily uses.
- Overall minimum 85 percent brick, stone or cultured stone, or stucco required for exterior walls.
- Removal of the required parallel sidewalks from Trade Center Drive to the Indian Creek Golf Club along Frankford Road.


TRANSIT CENTER DISTRICT LAND USE CHART


The fourth and final part provides a land use chart. Part 4 adds land uses for Trinity Mills and Frankford Transit Center. There were some uses provided and removed in response to changes to the Transit Center District standards and in consistency with Article V Use of Land and Structures provided in the Comprehensive Zoning Ordinance.


Transit Centers





DART Greenline



Stations



Frankford Transit Center (FTC)



Trinity Mills Transit Center (TMTTC)

Downtown Transit Center (DTC)

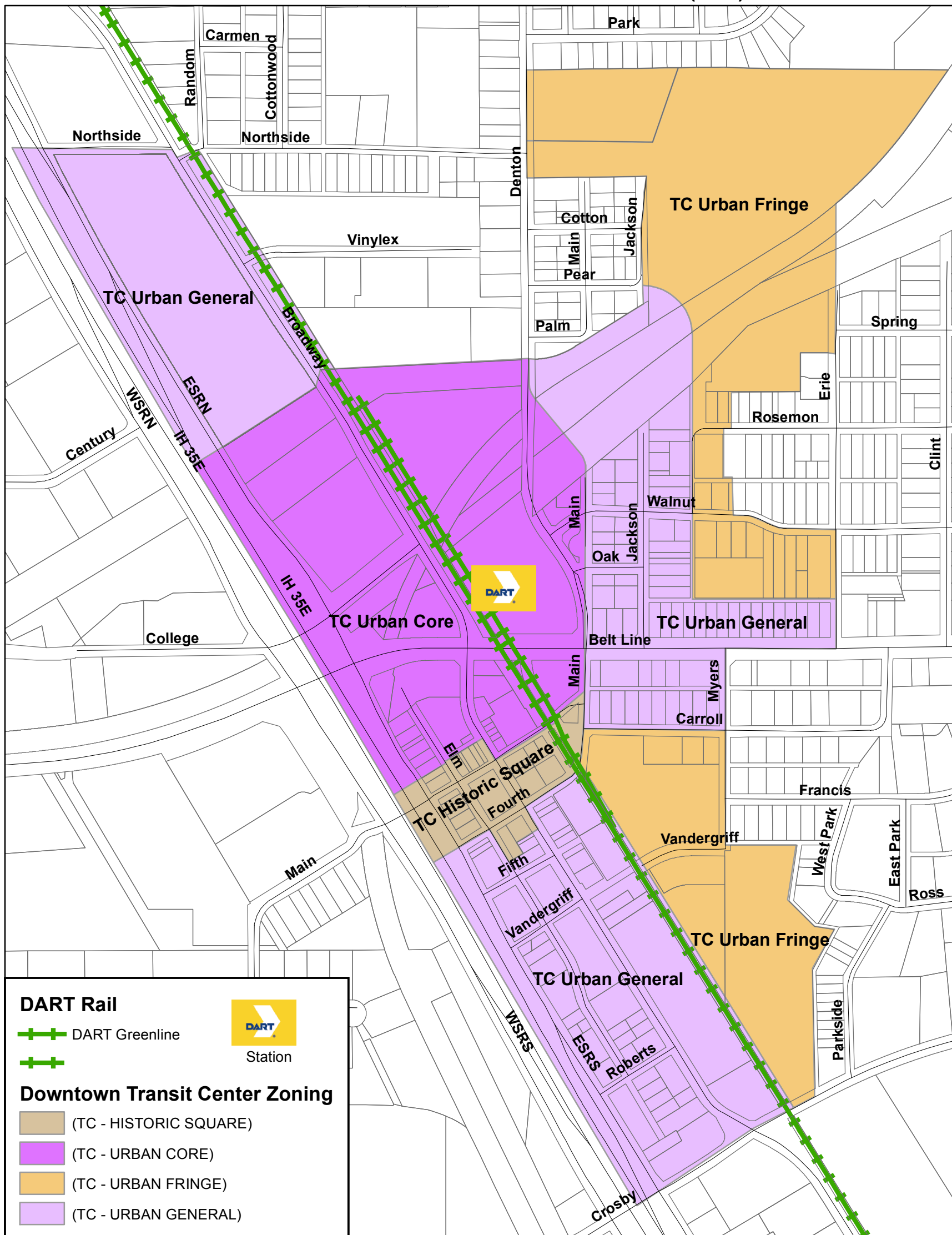

(TC - HISTORIC SQUARE)


(TC - URBAN CORE)

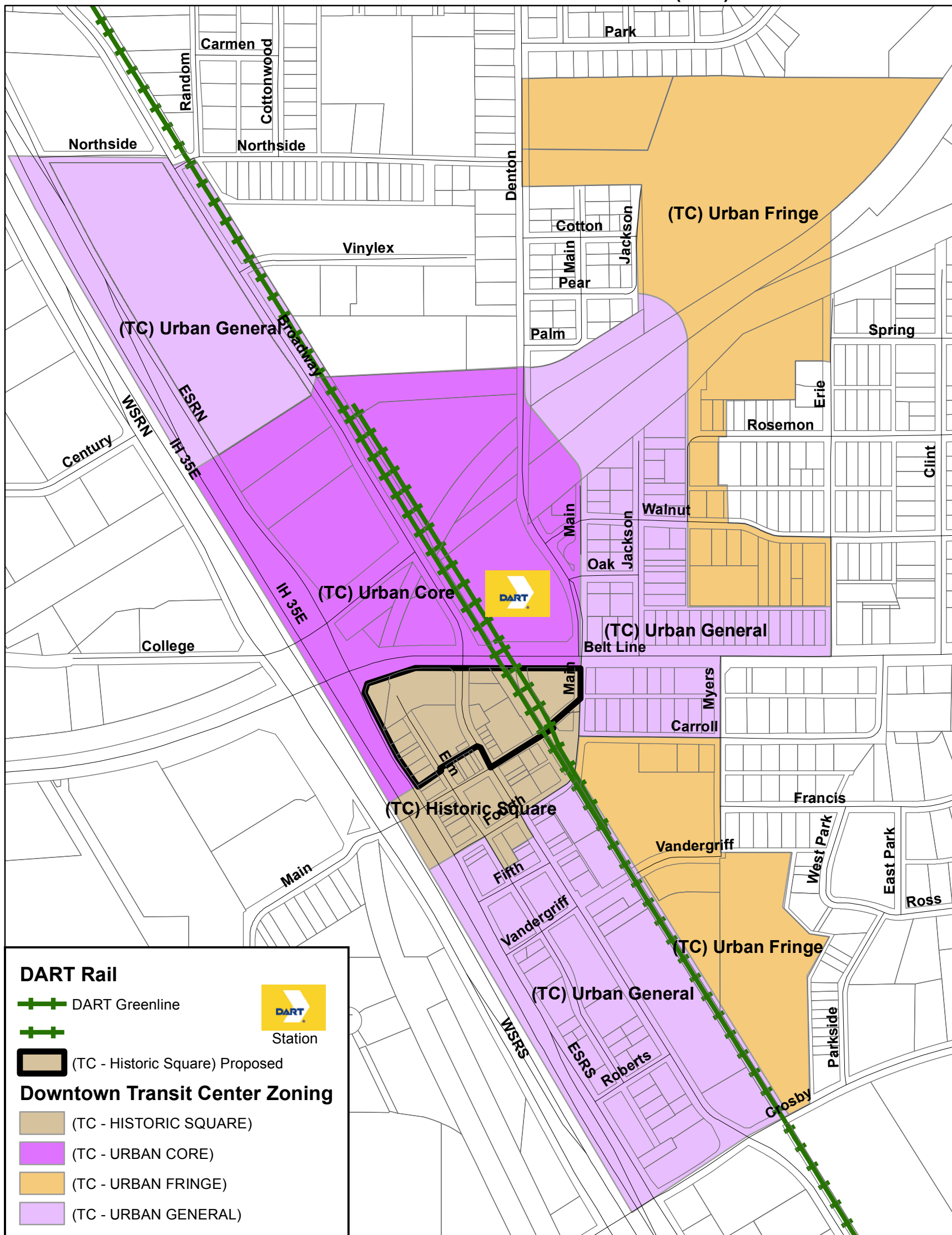

(TC - URBAN FRINGE)


(TC - URBAN GENERAL)

CURRENT Downtown Carrollton Transit Center (DTC)



PROPOSED DOWNTOWN TRANSIT CENTER (DTC)




DART Rail

 DART Greenline



Station

 (TC - Historic Square) Proposed

Downtown Transit Center Zoning

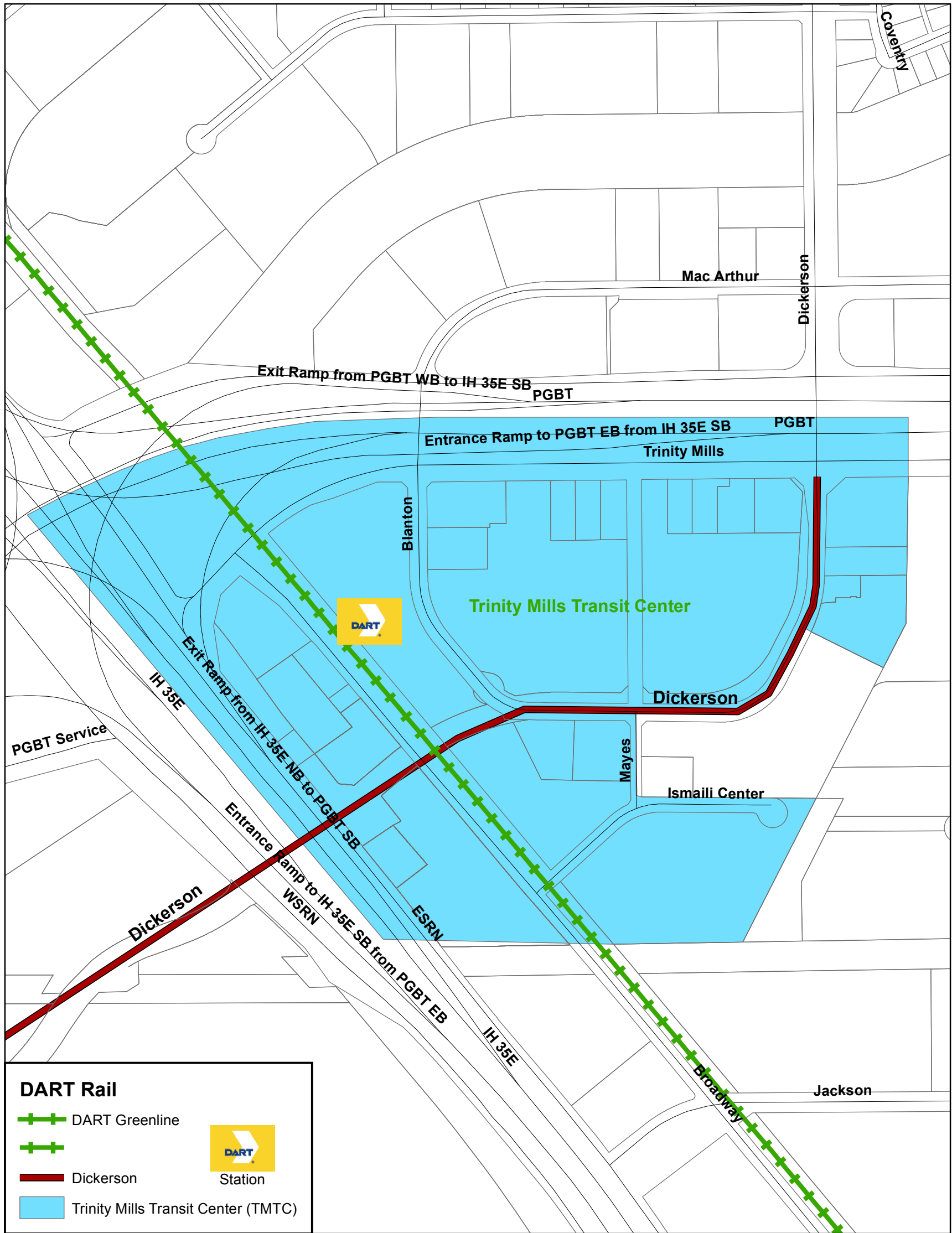
 (TC - HISTORIC SQUARE)

 (TC - URBAN CORE)

 (TC - URBAN FRINGE)

 (TC - URBAN GENERAL)

Trinity Mills Transit Center (TMTc)



DART Rail

++ DART Greenline

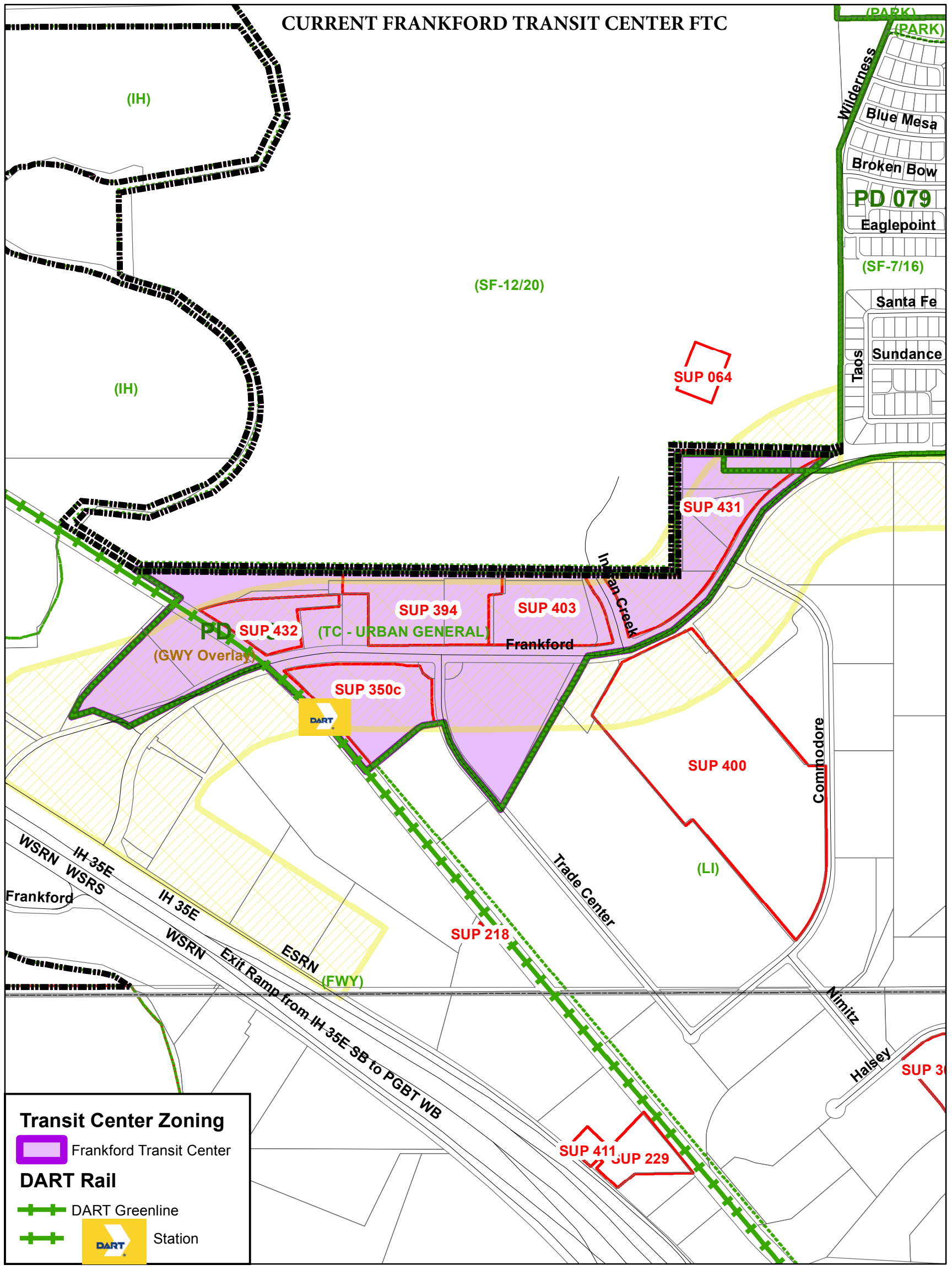
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Trinity Mills Transit Center (TMTc)

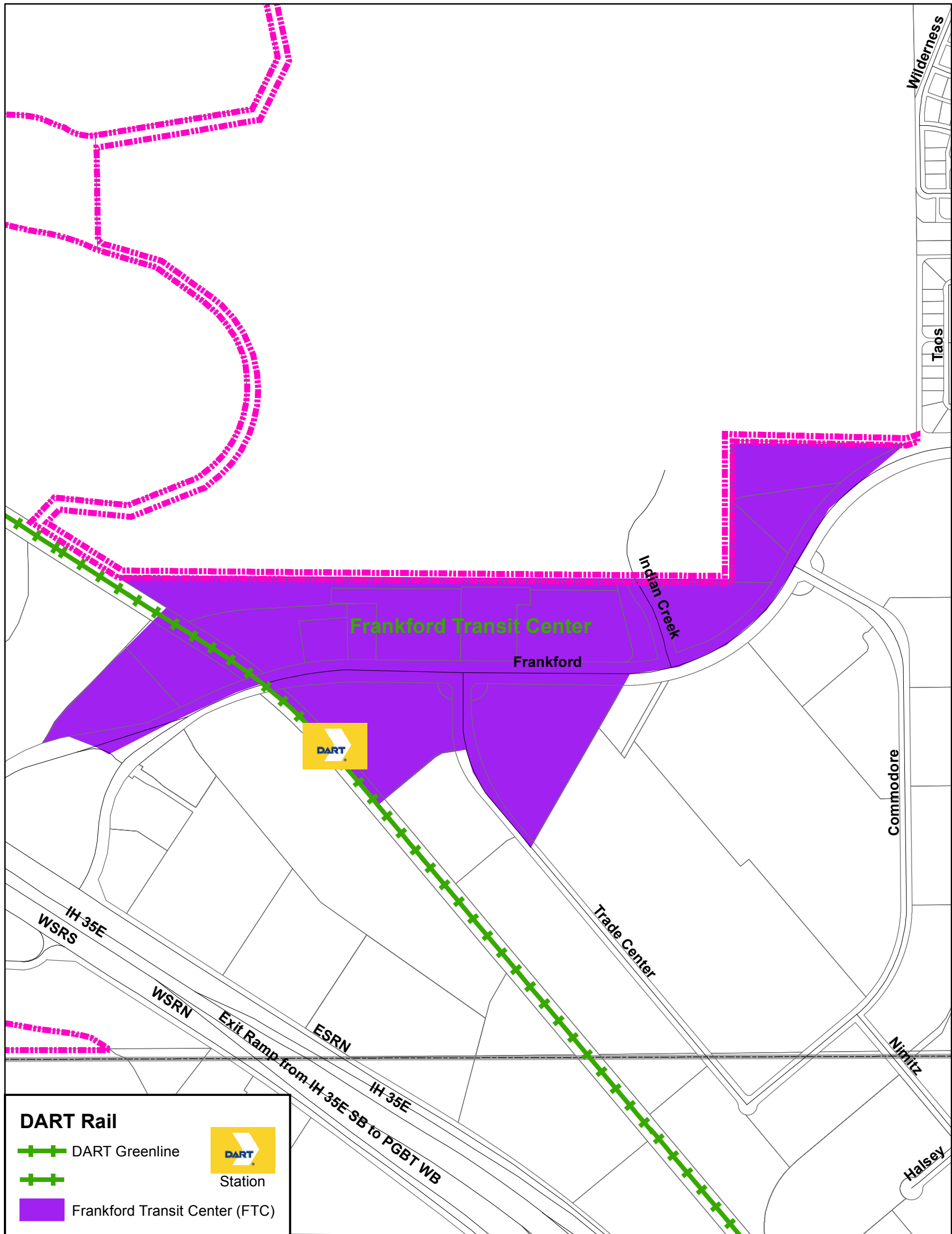


Station

CURRENT FRANKFORD TRANSIT CENTER FTC



PROPOSED Frankford Transit Center (FTC)





City of Carrollton

Agenda Memo

File Number: 3216

Agenda Date: 4/18/2017

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 6.

CC MEETING: April 18, 2017

DATE: April 5, 2017

TO: Erin Rinehart, City Manager

FROM: Marc Guy, Assistant City Manager

Present **Overview Of The Accomplishments Of The Neighborhood IMPACT Program.**

BACKGROUND:

Staff will present a brief summary of the accomplishments of the Neighborhood IMPACT sustainability initiatives.



City of Carrollton

Agenda Memo

File Number: 3218

Agenda Date: 4/18/2017

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 7.

CC MEETING: April 18, 2017

DATE: April 10, 2017

TO: Erin Rinehart, City Manager

FROM: Ravi Shah, Director of Development Services

Discuss Amendments To The Billboard Removal Incentive Program.



City of Carrollton

Agenda Memo

File Number: 3234

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *10.

CC MEETING: April 18, 2017

DATE: April 12, 2017

TO: Erin Rinehart, City Manager

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

Consider Approval Of The April 4, 2017 Regular Meeting Minutes.

**CARROLLTON CITY COUNCIL
REGULAR WORKSESSION AND MEETING
APRIL 4, 2017**

The City Council of the City of Carrollton, Texas convened in a Regular Worksession and Meeting on Tuesday, April 4, 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 and John Sutter. Councilmembers James Lawrence and Bob Garza were absent. Also present were City Manager Erin Rinehart, Assistant City Managers Marc Guy and Chrystal Davis, 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 5:48 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 **Neighborhood Camera Program Feasibility Assessment.**

Elliott J. Reep, Emergency Management Coordinator, stated that during the Strategic Planning Session held last year, Council expressed interest in the possibility of partnering with neighborhoods to purchase and install security/surveillance cameras. He presented the findings of a feasibility study noting that The Highlands Neighborhood Association was used for the case study and he talked about legal and administrative concerns. Staff recommended that the City not fund any camera initiatives, either through dedicated grants or cost-share structures and a recommended solution was for neighborhoods or citizens to install their own cameras which they could give video access to police if they wish. City Attorney Meredith Ladd talked about liability concerns due to privacy issues. Mayor Marchant suggested that should the City decide to move forward with a program, the privacy issues would warrant a pretty high neighborhood majority approval to fund the cameras. Deputy Mayor Pro Tem Babick suggested that a structured neighborhood association be required and suggested getting input from NAC.

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

Mayor Marchant noted that this topic was discussed during the Strategic Planning Retreat and the purpose of the position was to coordinate development, traffic and information between the two boards. A consensus was reached to direct the Commission to select a liaison and that it not be the same person who is the liaison to the CIPAC.

6. Mayor and Council reports and information sharing.

Mayor Marchant adjourned the Worksession to convene the Regular Meeting at 6:51 p.m.

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

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

INVOCATION – Councilmember Glen Blanscet

PLEDGE OF ALLEGIANCE – Deputy Mayor Pro Tem Steve Babick

PRESENTATIONS

7. Present A Proclamation Honoring The Clover Scouts

Mayor Marchant announced that the Public Forum item would be heard after the conclusion of the 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 opened the floor for a motion on Items 9-15 and 17-20.

Mayor Pro Tem Hrbacek moved approval of Items 9 – 15 and 17-20; second by Councilmember Blanscet and the motion was approved with a unanimous 5-0 vote.

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.**~~

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION.

***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.**

Mayor Pro Tem Hrbacek moved approval of Item 16; second by Councilmember Sutter.

Councilmember Wilder stated he would vote against the item. He stated he was happy to see what is happening at the facility but would prefer it to happen without the participation of the City.

The motion was approved with a 4-1, Councilmember Wilder opposed.

***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.**

Mayor Marchant noted that Councilmember Sutter recused himself from discussion and consideration of the item and had removed himself from the Chamber.

Mayor Pro Tem Hrbacek moved approval of Item 21; second by Councilmember Blanscet and the motion was approved with a 4-0 vote, Councilmember Sutter abstained.

Councilmember Sutter returned to the meeting.

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.

Chief Planner Loren Shapiro provided a brief presentation to amend PD 52 to reduce the front setback on Lots 17 and 18 and explained that the developer requested the change due to a history of erosion and failure of a retaining wall. The reduction in the front setback to 5 ft would allow a greater envelope since the property slopes substantially on the back end. He referred to the concept plan exhibit.

Mayor Marchant opened the public hearing and invited speakers to address the Council. There being no speakers, he closed the public hearing and opened the floor for a motion.

Deputy Mayor Pro Tem Babick moved approval of Item 22; second by Mayor Pro Tem Hrbacek and the motion was approved with a unanimous 5-0 vote.

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.

Mayor Marchant stated the item pertained to a recently annexed portion of Hebron into Carrollton and stated the PID allows for a method of development wherein the developer puts in the infrastructure and the homeowners pay the debt through an assessment. He stressed that while the City authorizes the structure, it does not incur any long or short term liability for the infrastructure.

Mayor Marchant opened the public hearing;

Austin Stroh, 2119 Via Estrada, asked if there was something in place to require this type of funding to obtain approval to be used again to avoid consumer abuse. Mayor Marchant explained that any PID requires Council approval.

Mayor Marchant closed the public hearing and opened to floor for a motion.

Mayor Pro Tem Hrbacek moved approval of Item 23 with the changes in Sec 4.2 as discussed in the Worksession; second by Deputy Mayor Pro Tem Babick.

Councilmember Wilder stated he was very grateful for the work the developer is doing and felt the product was fantastic. He stated he does not agree with the PID approach and would vote against the item.

The motion was approved with a 4-1 vote, Councilmember Wilder opposed.

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.

The following individuals spoke in favor of 287g;

Lisa Sutter, 2676 Waterford Way; William Collier, 1913 Crestside Drive; Terry Bush and Jim Bush, 4020 Windy Crest Circle registered support but did not wish to speak; Karen Charles, 2112 Southmoor Drive; David Charles, 2112 Southmoor Drive; Camille Johnson, 1910 Camden Way;

Tom Mayfield, 1805 Glengarry Drive; Anita Clowers, 2408 Glen Morris Road, registered support but did not wish to speak; Diana Thompson, 2223 Belton Drive; Peggy Stodola, 2311 Heatherwoods Way;

The following individuals spoke in opposition to 287g;

Austin Stroh, 2119 Via Estrada; Steven Luc, 2417 Via Del Sur registered opposition but did not wish to speak; Barbara Vibbert, 2417 Via Del Sur; Zul Mohamed, 1616 Bennington Dr; Nolan Adams (no address given);

There being no other speakers, Mayor Marchant adjourned the meeting at 8:34 pm.

ATTEST:

Laurie Garber, City Secretary

Matthew Marchant, Mayor



City of Carrollton

Agenda Memo

File Number: 3224

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *11.

CC MEETING: April 18, 2017

DATE: April 12, 2017

TO: Erin Rinehart, City Manager

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

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 \$32,752.97, For A Total Contract Amount Not To Exceed \$293,921.00.

BACKGROUND: The Tahoes were originally approved for purchase from Reliable Chevrolet by Council on March 21st, 2017, in Resolution number 3173. However, the original approval amount did not include additional specifications needed, such as ballistic panels and toolboxes. After updating the quotes there was a price increase of \$32,752.97, from the same vendor.

Fleet Services is requesting the purchase of eight (8) Tahoes assigned to the Police and Fire Departments. The recommended purchase will consist of various configurations of the Chevrolet Tahoe vehicle. Five (5) front line vehicles in the Police pursuit operations will be retired through the remainder of the year. These units will be retired per Fleet's policy on age, mileage, and maintenance. One (1) Tahoe will replace unit 3041 for the Fire Department. Two (2) Tahoe's will be added to the Police fleet for the commercial vehicle operations (unit 2405) and bicycle operations (unit 2404), as requested in the FY17 budget as ATB's.

The Tahoe's are available through multiple cooperatives that the City belongs too. Quotes were obtained for units available through Tarrant County and Goodbuy. Staff recommends moving forward with the bid from Reliable Chevrolet through Tarrant County. This cooperative entity meets all State of Texas competitive bidding requirements. Texas law authorizes this process so that the City can save the time of developing specifications and avoid the duplication of the competitive bidding process.

Fire Tahoe (unit 3041)	Reliable (Tarrant County)	\$32,603.00
Silsbee (Goodbuy)		\$34,461.55
Sam Pack (Tarrant County)		\$37,819.00

PD Tahoe (unit 2405)	Reliable (Tarrant County)	\$39,690.00
Silsbee (Goodbuy)		\$42,075.75
Sam Pack (Tarrant County)		\$46,050.25
PD Tahoe (5 replacements)	Reliable (Tarrant County)	\$36,938.00 (ea.), total \$184,690.00
Silsbee (Goodbuy)		\$39,556.75 (ea.), total \$197,783.75
Sam Pack (Tarrant County)		\$41,202.05 (ea.), total \$206,010.25
PD Tahoe (unit 2404)	Reliable (Tarrant County)	\$36,938.00
Silsbee (Goodbuy)		\$34,297.15
Sam Pack (Tarrant County)		\$41,202.05

FINANCIAL IMPLICATIONS: The vehicles will be purchased from budgeted funds from the accounts and amounts listed below.

ACCOUNT UNIT	ACCOUNT	BUDGET AMOUNT
Fleet Replacement	Mobil Equipment Mobile	\$217,293.00
PD - ATB	Equipment - ATB	\$76,628.00

RECOMMENDATION/ACTION REQUESTED: Staff recommends approval to purchase eight (8) vehicles from Reliable Chevrolet through our Inter-Local agreement with Tarrant County in an amount not to exceed \$293,921.00



City of Carrollton

Agenda Memo

File Number: 3227

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *12.

CC MEETING: April 18, 2017

DATE: April 12, 2017

TO: Erin Rinehart, City Manager

FROM: Heather Smith, Leisure Services Manager

Consider Approval For The Purchase Of Supplies and Installation Services For The Carrollton Oak Creek Tennis Center From USA Shade & Fabric Structures In The Amount Of \$5,850.00 Resulting In Expenditures To A Single Vendor That Exceed \$25,000.00.

BACKGROUND:

During a storm on March 29, 2017, a shade structure was torn at Oak Creek Tennis Center. The material was torn in half and has been removed. Council approval is needed for the replacement of the shade structure by USA Shade & Fabric due to purchases exceeding \$25,000 with this vendor.

USA Shade is the original installer of the structure and is a BuyBoard vendor.

FINANCIAL IMPLICATIONS:

The canopy install will be funded out of the following account.

ACCOUNT	BUDGET AMOUNT
Repairs and Maintenance supplies	\$5,850.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the purchase of supplies and installation services from USA Shade & Fabric in the amount of \$5,850.00. Council approval needed for annual spending which exceeds \$25,000.00 for a single vendor.



City of Carrollton

Agenda Memo

File Number: 3228

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *13.

CC MEETING: April 18, 2017

DATE: April 12, 2017

TO: Erin Rinehart, City Manager

FROM: Krystle Nelinson, Development Program Manager

Consider Authorizing The City Manager To Negotiate And Execute A Purchase And Sale Agreement With Arcadia Realty Corporation For Approximately 14.3 Acres Of The Thomas Development Area For A Sale Price Of \$750,000.00.

BACKGROUND:

In July 2013, the City Council approved the purchase of 20.347 acres of land located at 1504 North Jackson Street. This tract was located south and east of City-owned 4.2 acres of land at 1620 North Denton Drive. The two lots were subsequently replatted into a single lot of approximately 25 acres known as the Thomas Development Area (AKA Acropolis Tract).

The City released a Request for Proposal (RFP) on February 7, 2017 to select a developer for the Thomas Development Area in its entirety. Three responses were received, and all respondents were interviewed by the City Council's TOD Sub-Committee on March 21. The TOD Sub-Committee unanimously recommended that Arcadia Realty Corporation be awarded the development opportunity via a purchase and sale agreement.

Under the terms of the proposed purchase and sale agreement, the property sale would be contingent upon Arcadia's successful rezoning of the property from Downtown (TC) Transit Center District to single-family residential. Further, the City would retain the first right-of-refusal to buy back the property for the same sale price should Arcadia wish to sell the acreage.

Bill Gietema of Arcadia Realty Corporation will be available at the April 18 City Council meeting to discuss Arcadia's vision for the site, if the Council so desires.

FINANCIAL IMPLICATIONS:

Arcadia has made a purchase offer for the net developable land (approximately 14.3 acres of the total 25-acre site) for \$750,000. The City would retain ownership of the remaining acreage,

which is in the 100-year flood plain. The City and Arcadia would equally share the closing costs and related expenses.

IMPACT ON COMMUNITY SUSTAINABILITY:

From the beginning of the acquisition process, it has been the City's intention to sell the Thomas Development Area acreage for development. Besides receiving a return on its investment, the City's goal is to create a high quality development that emphasizes sustainability. It is the opinion of the TOD Sub-Committee members that Arcadia's proposed development will create an environment that is both compatible with the City's goals and is appealing to the surrounding community.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council authorize the City Manager to negotiate and execute a purchase and sale agreement with Arcadia Realty Corporation for approximately 14.3 acres of the Thomas Development Area for a sale price of \$750,000.00.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT WITH ARCADIA REALTY CORPORATION FOR APPROXIMATELY 14.3 ACRES OF LAND, 1504 NORTH JACKSON STREET, THOMAS PARK PH 2, BLK 1, LT 1R, CITY OF CARROLLTON, DALLAS COUNTY, TEXAS; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Carrollton, Texas (“City Council”), has the authority to purchase and sell real property to promote development in the City of Carrollton, Texas (“City”); and

WHEREAS, the City has taken steps towards land banking properties near the City’s Transit-Oriented Districts for future development opportunities; and

WHEREAS, the City Council directed staff to release a Request for Proposal (“RFP”) to select a developer for City-owned property at 1504 North Jackson Street, Thomas Park Ph 2, Blk 1, Lt 1R, City of Carrollton, Dallas County, (the “Property”); and

WHEREAS, on March 21, 2017, the City Council’s Transit-Oriented Development Committee reviewed the RFP responses and determined that the proposal from Arcadia Realty Corporation (“Arcadia”) provided the best value for the City; and

WHEREAS, the City has reached an agreement to sell approximately 14.3 acres of the Property to Arcadia for a sale price of Seven Hundred Fifty Thousand Dollars (\$750,000); and

WHEREAS, the City Council is of the opinion that the sale of the Property to Arcadia will benefit Carrollton residents, and that the City Manager shall be authorized to execute a Purchase and Sale Agreement on behalf of the City of Carrollton;

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

Section 1

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

Section 2

The City Manager is hereby authorized to execute a Purchase and Sale Agreement, for a sale price of \$750,000.00, and to take all necessary steps on behalf of the City to achieve the intent of this Resolution.

Section 3

This Resolution shall take effect upon passage.

PASSED AND APPROVED ON APRIL 18, 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

Address: 1504 North Jackson Street

Legal Description: Thomas Park Ph 2, Blk 1, Lt 1R, Acs 19.958



LEGEND

PROPERTY LINE
100 YEAR FLOOD PLAIN

North Denver Dr

Ridge Rd

Sweet St




Sweet St

Park Ave

Road to Connect
Redevelopment

Redevelop Multifamily Into High Density Residential
Tied Into Street Grid and Connected To Open Space



Area Takeoffs		(acres)	(s.f.)	
Gross Acreage		24.547		
Current Flood (FEMA)		5.63	245,243	
Unit Quantities				
 Casita		36		
 Villa		17		
 Townhomes		36		
	Total	89		
Units Per Gross Acres		3.63		
Units Per Net Acres		4.70		
Amount of Units on Open Space		36		
Percent of Units on Open Space		40%		
Open Space Quantities		(acres)	(s.f.)	(percent)
Percent Open Space Including Flood Plain				52%
Percent Open Space Excluding Flood Plain				37%
Park Space (Outside Flood Plain)		4.81	209,524	
Park Space (Inside Flood Plain)		5.63	245,243	
West Pocket Park		1.01	43,880	
East Pocket Park		1.3	56,724	
Total		12.75	555,370	



City of Carrollton

Agenda Memo

File Number: 3213

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: April 18, 2017

DATE: April 3, 2017

TO: Erin Rinehart, City Manager

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

Consider Authorizing The City Manager To Approve Change Order #1 With Dake Construction For The McInnish Baseball Field And Frankford Sanitary Sewer Lift Stations In An Amount Not To Exceed \$26,808.46.

BACKGROUND:

The City Council awarded a contract on February 2, 2016 to Dake Construction in the amount of \$442,250.00 for the rehabilitation of the Frankford Lift Station, which includes new pumps, motors, electrical components, and an emergency generator.

Change Order No. 1 reflects a change in scope to add a new fence and concrete pad at the McInnish Baseball Field Lift Station, which was requested by the Public Works Department and for the Frankford Lift Station where the video cabinet and the riser pumps were found to be more corroded than originally expected.

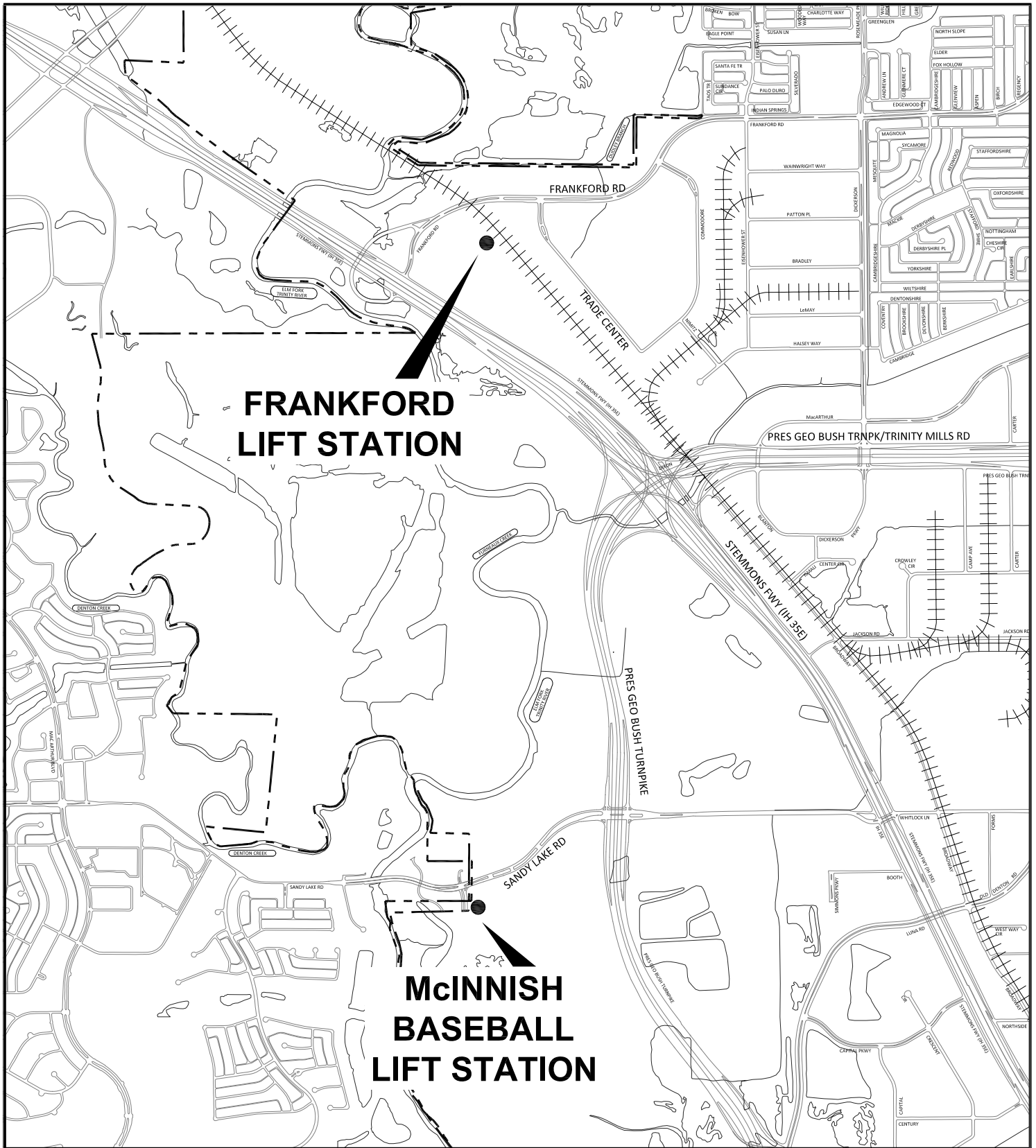
FINANCIAL IMPLICATIONS:

This change order consists of an additional \$26,808.46, which increases the current contract from \$442,250.00 to \$469,058.46, a 6.06% increase. Funding for the additional construction work is available in the Utility Consolidated Account.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the City Council authorize the City Manager to execute Change Order No. 1 with Dake Construction for the McInnish Baseball Field and Frankford sanitary sewer lift stations in the amount of \$26,808.46, which will increase the construction contract to an amount not to exceed \$469,058.46.

4/5/17 4: WORKSPACE\COUNCIL DRAWINGS\2017\FRANKFORD LIFT STATION.DWG



Where Connections Happen

FRANKFORD LIFT STATION

ENGINEERING DEPARTMENT



SCALE: N.T.S.

DATE: 04/17



City of Carrollton

Agenda Memo

File Number: 3214

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *15.

CC MEETING: April 18, 2017

DATE: April 4, 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 Engineering Design Contract With Water P. Moore And Associates, Inc. For The Woodlake, Section 3 NOTICE Street Reconstruction Project In An Amount Not To Exceed \$362,000.00.

BACKGROUND:

This contract will provide the construction plans for the reconstruction of six streets and nine alleys in the Woodlake, Section 3 subdivision, including Warberry, Windsor, Barton, Chatsworth, Oak Hill Road and Oak Hill Cove, panel replacements on Falkland and Chestnut Roads and the nine alleys serving these streets. The project will include replacing approximately 8,300 linear feet of existing street pavement and sidewalks along with 4,900 linear feet of sanitary sewer lines on Warberry, Windsor and Chatsworth and 8,450 linear feet of alleys at an estimated construction cost of \$5,000,000. Water lines and the Barton sanitary sewer have previously been replaced. This project was part of the 2013 bond referendum.

Consultant selection was performed using a request for qualifications (RFQ) method whereby engineering firms submitted a two part statement of qualifications, which was evaluated by a four person committee. The first part contained a project approach, understanding, schedule and similar-type-projects-completed section without knowing the firms' name. These were scored and ranked and from there the top 10 were evaluated further using the qualifications of the firm and the proposed design team members. The top 6 firms were selected for projects during the next two years. If approved, they will be the fourth different firm to be awarded a project under this selection process.

FINANCIAL IMPLICATIONS:

Walter P. Moore and Associates, Inc. has submitted a proposal to perform the engineering design services for the project in an amount not to exceed \$362,000.00. Funding is available in the Streets Consolidated Fund.

IMPACT ON COMMUNITY SUSTAINABILITY:

Being part of the City's NOTICE Program, this project will contribute to community sustainability by:

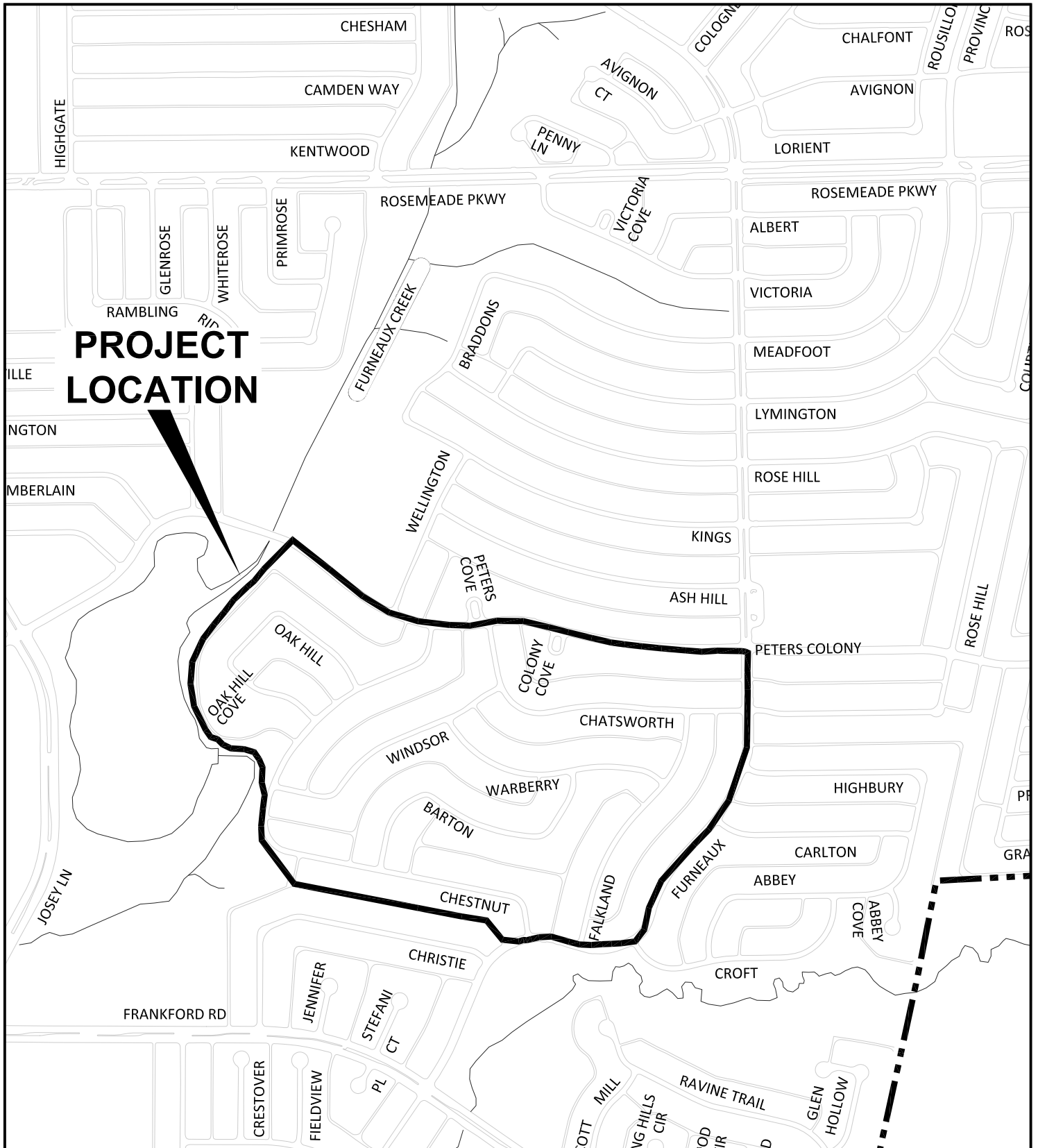
Sustaining quality of life - Improvements in the subdivision and alleys will improve the appearance of the neighborhood, which should encourage residents to provide better up keep of properties in the neighborhood;

Sustaining day-to-day operations - The replacement of substandard street and alley pavement will reduce the need for non-scheduled or emergency repairs.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council authorize the City Manager to enter into a professional services contract with Walter P. Moore and Associates, Inc. for the preparation of engineering construction plans for the Woodlake, Section 3 Street Reconstruction project in an amount not to exceed \$362,000.00.

4/5/17 4:\WORKSPACE\COUNCIL DRAWINGS\2017\WOOD LAKE 3, SEC.2 STREET RECONSTRUCTION.DWG



Where Connections Happen

WOODLAKE 3, SEC. 2 STREET RECONSTRUCTION

ENGINEERING DEPARTMENT



SCALE: N.T.S.

DATE: 04/17

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Professional Services Contract
with Walter P Moore

THIS CONTRACT is entered into on this 18th 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 Walter P. Moore & Associates, Inc. ("hereinafter referred to as "Consultant") whose address is 1845 Woodall Rodgers Freeway, Suite 1650, Dallas, TX 75201.

W I T N E S S E T H:

WHEREAS, City desires to obtain professional services from Consultant for the design of Woodlake, Section 3 street and alley replacements; and

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

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

I.

Employment of Consultant

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

II.

Scope of Services

Consultant shall perform such services as are necessary to prepare plans and specifications for street paving and alley improvements to the **WOODLAKE ADDITION - SECTION 3** specifically including, but not necessarily limited to, the tasks enumerated more fully in **EXHIBIT "A"** hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Exhibit "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 Exhibit "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 **Three Hundred Sixty-Two Thousand and No/100 Dollars (\$362,000.00)**. 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 Exhibit "B"; provided however that this Contract shall control in the event of any conflict between the language in Exhibit "B" and the language in this Contract. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

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

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

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

IV.
Revisions of the Scope of Services

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

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

V.
Term

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

VI.
Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance Requirements

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

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

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

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

1. A waiver of subrogation in favor of City of Carrollton, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

Acceptance of the final plans by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents

or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-consultants.

XII. INDEMNIFICATION

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

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

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

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

XV.
Changes

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

XVI.
Conflict of Interest

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

XVII.
Confidential Information

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

XVIII.
Mailing Address

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

Thomas S. Geier, P.E.
City of Carrollton
Post Office Box 10535
Carrollton, Texas 75011

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

Jeffrey J. Frison, P.E.
Walter P Moore & Associates, Inc.
1845 Woodall Rodgers Freeway, Suite 1650
Dallas, Texas 75201

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

XIX.
Applicable Law

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

XX.
Severability

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

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be

cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

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

XXVI.
No Third Party Beneficiary

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

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

CITY OF CARROLLTON

By: _____

Marc Guy
Assistant City Manager

Date Signed: _____

ATTEST:

Laurie Garber
City Secretary

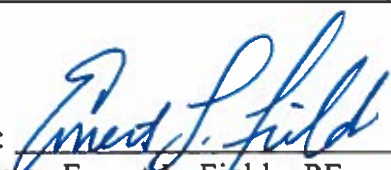
APPROVED AS TO FORM:

Meredith A. Ladd
City Attorney

APPROVED AS TO CONTENT

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

Walter P. Moore & Associates, Inc.

By: _____
Name: Ernest L. Fields, PE
Title: Managing Director/Principal
Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the 3rd day of, APRIL, 2017 by ERNEST FIELDS in his capacity as MANAGING DIRECTOR of CNIL ENGINEERING, a WALTER P MOORE 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 _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 3rd DAY OF APRIL, 2017.



Stephanie Breanne Stretch
Notary Public DALLAS County, Texas
My commission expires 8-03-2020

EXHIBIT A
SCOPE OF SERVICES

1. **UNDERSIGNED** shall prepare engineering plans, details, specifications and opinion of probable cost for the following:

Woodlake Addition-Section 3

This scope of services includes preparation of phased plans, specifications and estimates for pavement replacement in:

Warberry Road including sanitary sewer and storm
Windsor Road including sanitary sewer and storm
Barton Road
Chatsworth Road including sanitary sewer and storm
Oak Hill Road including sanitary sewer
Oak Hill Cove including sanitary sewer
Chestnut Road
Falkland Road
Alley north of Chatsworth Road
Alley north of Warberry Road
Alley west of Windsor Road
Alley north of Barton Road
Alley inside Oak Hill Loop
Alleys north of Chestnut Road (3 alleys)
Alley west of Falkland Road
Alley east of Falkland Road

The reconstruction consists of replacement of approximately 7,400 linear feet of 27 foot wide residential street pavement, 9,000 linear feet of 10 - 12 foot wide alley pavement and 5,500 LF of sanitary sewer lines. It is our understanding that there will be drainage improvements to extend the existing drainage system in Windsor road to Chatsworth Road and Warberry Road. The existing drainage system will be analyzed as part of the Woodlake Addition project.

2. **SCOPE OF SERVICES:**

- A. **PRELIMINARY DESIGN**

1. Plot existing topographic features including pavement & utilities on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=10' vertical).
 2. Prepare plan and profile drawings for streets and alleys showing existing and proposed top of curb.
 3. Prepare horizontal and vertical control sheet.
 4. Alley and street cross sections on 50-foot intervals & driveway cross sections.
 5. Prepare plan and profile drawings for sanitary sewer lines to be replaced.
 6. Prepare Drainage Area Map with runoff and storm sewer calculations and plan and profile drawings for storm sewer lines to be added.

7. Provide typical roadway sections.
8. Provide Erosion Control Plan
9. Show approximate lot line information based on Denton County Tax records.
All of the exact lot corners will not be field verified or located by the surveyor.
10. Submit two one-half sized sets of preliminary construction plans at ~~35%~~, 65% and 95% for City staff review and comments.
11. Prepare and submit any special condition requirements.
12. Prepare opinion of probable cost based on preliminary design.
13. Prepare and submit reports indicating work progress and any design issues that may arise.
14. Maintain contact with the City personnel during the project design.

B. FINAL DESIGN

1. Incorporate City review comments into final design
2. Develop any necessary additional design details.
3. Develop construction phasing.
4. Develop final quantities and prepare summary sheets. Determine opinion of probable cost estimate based on final design.
5. Review standard City specifications and prepare a description of each bid item for inclusion into the Special Specifications.
6. Submit one set of final construction plans, quantities, costs and special conditions to City staff for final review.
7. Incorporate City review comments of final design.
8. Submit final plans, quantities, cost and special conditions to the City

C. BIDDING PHASE

1. Provide reproducibles (11"x 17") to the City for bidding. The City will be responsible for making and distributing all necessary copies of bid documents for bidding purposes.
2. Attend pre-bid conference.

D. CONSTRUCTION PHASE

1. Attend the Pre-construction meeting at the City offices.
2. Provide responses to requests for information or clarification to the City or contractor.
3. Provide one electronic tif file to City from marked up plans.

3. SPECIAL SERVICES:

A. TOPOGRAPHIC SURVEY:

- (1) Locate topographic features including mailboxes, lead walks, exposed sprinkler heads, property corners (if available), trees, fire hydrants, valves, power poles, driveways, water meters, inlets, and other features within the street and within 20 feet of the back of street curb.

- (2) Provide enough survey shots that cross sections can be developed at least every 50 feet along the street, including shots at center line of the existing pavement, top of curb and gutter, approximate property line, and 20 feet past the back of street curb.
- (3) Provide enough survey shots that cross sections can be developed at the center line of each driveway up to the garage, including shots at center line of the existing pavement, gutter, approximate property line, and 15 feet past the back of street curb.
- (4) Shoot rim and flow line of manholes, inlets, and valve caps.
- (5) Contact DIGTESS prior to survey and request locates for utilities. Shoot paint marks and flags that are set as a result of the request to DIGTESS.
- (6) Deliver a survey file, which includes the block lot address of the property, property lines, right-of-way lines, and easement lines.
- (7) Provide 3D points and break lines in the survey file (in AutoCad format).

B. EASEMENTS:

1. Provide services required for the preparation of easement documents (for up to two parcels).
- 5. ADDITIONAL SERVICES:** If requested by the City, WALTER P MOORE will provide the following services on an hourly basis:
- A. Right-of-way parcel descriptions.
 - B. Detailed construction staking.
 - C. Full time construction inspection.
 - D. Internal inspection of sanitary sewer lines.
 - E. Trench excavation safety plan.
 - F. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
 - G. Prepare Change Orders or Addendums (unless to correct error on plans)
 - H. Utility Locate Service
 - I. Structural design
 - J. HEC II & Hydraulic Studies
 - K. Public Meetings
 - L. Storm Sewer design (other than existing system analysis and the lines listed above)
 - M. Water Main design
 - N. Deed Research
 - O. Environmental investigation
 - P. Title searches, boundary surveys, or property surveys
 - Q. Services in connection with condemnation hearings
 - R. On-Site safety
 - S. Traffic engineering report or study

T. Detailed traffic control plans

U. SWP3- Review fees, NOI, NOT, & BMP's inspection during construction

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

The CITY will designate a single representative to act in its behalf, with respect to the Project who shall examine documents submitted by the UNDERSIGNED 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.

- A. All of the City's plat, easement and construction plan files will be made available for use. City will provide electronic copies at no cost. If easement information is not available within the City, the City will need to obtain that information from Denton County.
 - B. Access to all City manholes and clean-outs, access to all City right-of-way and easements. If manhole lids are bolted down the Engineer will contact the City's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
 - C. The City's Utility Operations Department will do the excavation for locating existing water and sewer for horizontal and vertical ties. The City's Street and Drainage Department will do the excavation for the existing storm drain lines. The Engineer will provide a preliminary plan sheet showing the location where excavation is required and contact the City to schedule a time when the work can be done.
 - D. If public meetings are necessary the City will take the steps required to notify the residents.
 - E. Storm drainage ordinance, manuals and intensity curves.
 - F. Current standard construction details.
 - G. City will distribute construction documents.
 - H. City will submit plans to an RAS and pay associated fees for ADA/TDLR compliance.
7. **TIME FOR COMPLETION.** The UNDERSIGNED agrees to complete the above stated scope within Woodlake Addition-Section 3 within 365 calendar days exclusive of any review time by CITY from the date of written Notice to Proceed from CITY to UNDERSIGNED.
8. **REVISIONS TO FINAL PLANS.** After acceptance of the final plans and special provisions by CITY, UNDERSIGNED agrees, prior to and during the construction of this Project, to perform such design services as may be required by CITY to correct errors or omissions on the original plans prepared by UNDERSIGNED and to change the original design as required by such error or omissions.
9. UNDERSIGNED agrees that CITY may review any and all work performed by UNDERSIGNED on this project.
10. Upon completion of the Design Phase, UNDERSIGNED agrees to perform any re-design

required as a result of UNDERSIGNED'S failure to accurately locate any underground utility, that has been exposed in the field by Franchised Utilities and located by field survey, overhead utility or structure, or failure to adequately provide drainage or access for the adjacent property along this project from information that has been supplied to the UNDERSIGNED by the CITY or the utility companies at no additional compensation.

Re-design occasioned for the convenience of the City of Carrollton shall be in writing, and shall be at additional compensation for UNDERSIGNED. Any additional compensation shall be as negotiated between UNDERSIGNED and CITY and agreed upon in a separate of supplemented contract after authorization of the City Council of the City of Carrollton.

END OF EXHIBIT A

EXHIBIT B
COMPENSATION

1. UNDERSIGNED will accomplish the work outlined in the tasks presented in Exhibit "A" if this Agreement as shown below:

- A. **Basic Services:** Compensation to WALTER P MOORE for the Basic Services described in Exhibit "A" shall be the lump sum of \$297,000.00.
- B. **Special Services:** Compensation to WALTER P MOORE for the Special Services described in Exhibit "A" shall be:
 - a. Topographic Survey – Lump sum of \$61,600.00.
 - b. Easements at a lump sum fee of \$1,700 per each (max. 2), \$3,400.00

If WALTER P MOORE determines that the fee will exceed the estimate, WALTER P MOORE will notify the OWNER for authorization to proceed.

- 2. The UNDERSIGNED'S Fee for Basic and Special Services shall provide compensation for all design work, drafting work, printing of review documents for the CITY, computations and all other work required for the design of this Project.
- 3. UNDERSIGNED will invoice the CITY for the value of partially completed services, according to the services accomplished each month on a proportional basis of the overall project.
- 4. All other services will be considered as additional services, performed at the request of the CITY and billed as defined in item six (6) of this Agreement.
- 5. The undertaking of UNDERSIGNED to perform professional services under this Agreement extends only to those services specifically described herein. If, upon the request of the CITY, UNDERSIGNED agrees to perform additional services ("Additional Services") hereunder, the CITY shall pay UNDERSIGNED for the performance of such Additional Services an amount (in addition to all other amounts payable under this Agreement) equivalent to (i) the hours expended by personnel for additional services multiplied by the then current hourly rates, plus (ii) the reimbursable expenses ("Reimbursable Expenses") so incurred by UNDERSIGNED in providing such services, multiplied by a factor of 1.15. UNDERSIGNED agrees to submit a written estimate of costs for additional services. The CITY is only liable to pay for said services after agreeing in writing to pay the costs submitted in the estimate.
- 6. Invoices will be submitted by UNDERSIGNED to the CITY monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payments on account for basic services shall be made monthly within thirty (30) days of invoice. All invoices will be accompanied by a status report on all completed work.

END OF EXHIBIT B



City of Carrollton

Agenda Memo

File Number: 3225

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *16.

CC MEETING: April 18, 2017

DATE: April 12, 2017

TO: Erin Rinehart, City Manager

FROM: Heather Smith, Leisure Services Manager

Consider Approval Of Contract Services For The Parks And Recreation Department From Northrup Gymnastics In An Amount Not To Exceed \$49,250.00.

BACKGROUND:

Northrup Gymnastics has contracted with the City of Carrollton and its community for over 25 years. Gymnastic classes run year-round and have been tailored for participants ranging from toddlers to 18 year olds. Northrup Gymnastics continues to grow and provide quality recreation for the community. The program has grown as such that revenue projections estimate exceeding \$25,000 annually for one vendor.

Because this vendor will exceed \$25,000 annually, staff initiated quotes from other gymnastics providers. Eight companies were contacted, none were interested.

FINANCIAL IMPLICATIONS:

Leisure Services operating fund 'Other Professional Services'

Northrup Gymnastics estimated revenue not to exceed \$49,250.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the approval of contract services from Northrup Gymnastics for an amount not to exceed \$49,250.



City of Carrollton

Agenda Memo

File Number: 3229

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *17.

CC MEETING: April 18, 2017

DATE: April 12, 2017

TO: Erin Rinehart, City Manager

FROM: Heather Smith, Leisure Services Manager

Consider Approval Of Contract Services For The Carrollton Rosemeade Recreation Center From Ponder Company, Inc. In An Amount Not To Exceed \$80,973.20.

BACKGROUND:

The back gym at the Rosemeade Recreation Center is in need of replacement. This floor is heavily used for a variety of leagues, programs. The current floor is a rubber floor which has become worn and does not have any sort of shock absorption pad. Over the last several months, staff has noted the concrete floor underneath has cracked and is uneven.

Staff considered a variety of flooring types such as hardwood, rubber, tile and seamless urethane. The seamless urethane was selected for its durability, life, low maintenance, cleaning and repair, resurfacing capability and positive reviews from other facilities having this type of floor.

Ponder Company, INC, a BuyBoard company, was selected for their previous work and quality of product. Farmers Branch Recreation Center has had their floor for 12 years with no resurfacing needed. Their floor is multi-use similar to ours at Rosemeade Recreation Center. Dallas ISD uses this floor in all of the Elementary schools with success. Freedom Life Church, in Carrollton, installed this floor in their youth center in January and said the process was seamless with no issues and working with the vendor was seamless.

A 10% contingency was added to all quotes.

Quotes were obtained from:

Ponder Company, INC	\$80,973.20
Jelco Flooring	\$81,895.00
Bauer Sport Floors, INC	\$93,500.00
NexCourt, INC	\$59,349.40 (tile floor)

Jelco Flooring \$75,075.00 (hardwood)

We anticipate starting May 1 and will be ready for play May 29. The court will be closed during this time. Staff will move programs and activities to Crosby Rec Center and the front gym at Rosemeade during this time.

FINANCIAL IMPLICATIONS:

The flooring project will be funded out of the following account:

ACCOUNT	BUDGET AMOUNT
Parks Replacement Fund	\$80,973.20

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the contract services of Ponder Company, Inc. for the Carrollton Rosemeade Recreation Center flooring project in an amount not to exceed \$80,973.20. A 10% contingency was added to this quote.



City of Carrollton

Agenda Memo

File Number: 3220

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *18.

CC MEETING: April 18, 2017

DATE: April 10, 2017

TO: Erin Rinehart, City Manager

FROM: Rex D. Redden, Chief of Police

Consider A **Resolution Authorizing The City Manager To Enter Into An Interlocal Agreement With The Dallas Independent School District.**

BACKGROUND:

Carrollton is home to schools within the Dallas Independent School District (DISD). Both DISD and the Carrollton Police Department can or may respond to calls for service at DISD facilities in the city. DISD has recently conducted a review of its agreements. A memorandum of understanding was signed in 2006. The proposed interlocal agreement will renew that agreement. The interlocal agreement clarifies jurisdiction and areas of responsibility and establishes a spirit of cooperation between the agencies.

FINANCIAL IMPLICATIONS:

There are no financial implications as a result of this agreement.

IMPACT ON COMMUNITY SUSTAINABILITY:

The establishment of this interlocal agreement will enhance the services that both agencies provide to the citizens residing within Carrollton.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends the City Council approve a resolution authorizing the City Manager to enter into an interlocal agreement with DISD.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CARROLLTON AND THE DALLAS INDEPENDENT SCHOOL DISTRICT ON BEHALF OF ITS POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION REASONABLY NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Carrollton desires to enter into an interlocal cooperation agreement with the Dallas Independent School District (DISD) on behalf of its Police Department, which will clarify jurisdiction, define parameters and areas of responsibilities, and establish a spirit of cooperation to enhance safety and the services that both the DISD, in accordance with Texas Education Code Section 37.081, and City of Carrollton law enforcement agencies provide the children of the DISD, and the City of Carrollton and its residents.

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

SECTION 1

The City Manager is hereby authorized to enter into an interlocal agreement with DISD, on behalf of its Police Department, to clarify jurisdiction and responsibilities of the law enforcement agencies, eliminate waste of public resources, and increase cooperation in investigation, reporting, and responding to incidents; warrant service; and, the sharing and release of information in order to provide the safest environment possible for the school children and the City of Carrollton and its residents.

SECTION 2

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

SECTION 3

This resolution shall take effect upon passage.

DULY PASSED AND APPROVED this 18th day of April, 2017.

CITY OF CARROLLTON, TEXAS

Matthew Marchant, Mayor

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO CONTENT:

Rex D. Redden, Chief of Police

INTERLOCAL AGREEMENT

Between

CITY OF CARROLLTON, on behalf of its POLICE DEPARTMENT

AND

**DALLAS INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE
DEPARTMENT**

This Interlocal Agreement (IA) is being executed by the Dallas Independent School District, on behalf of its Police Department in conjunction with the City of Carrollton, on behalf of its Police Department. These departments agree to abide by the terms and provisions of this IA throughout the duration of this agreement.

PURPOSE

The purpose of this IA is to set out a common understanding of the policies and procedures that the Carrollton Police Department, and the Dallas ISD Police Department will follow in providing police service to Dallas ISD schools in the City of Carrollton, Dallas County and/or The State of Texas. This IA is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Carrollton, in accordance with the provisions of the *Texas Education Code, Section 37.081*.

MISSION

The mission of this IA is to provide better utilization of resources by the Carrollton Police Department and Dallas ISD Police Department. Further, it will substantially increase cooperation between these two departments eliminating waste of public resources and resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of Dallas ISD and reducing crime in the Carrollton city limits.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE CARROLLTON POLICE DEPARTMENT

- Carrollton Police Department Public Information Office shall notify the Dallas ISD Communications Office, prior to releasing information to the media or public, in joint cases involving students, district employees, crimes involving district property or where the investigation involves the mutual interest of both the Dallas ISD and Carrollton Police Department.
- The Carrollton Police Department will continue as the lead agency in the reporting and investigating of major crimes against person crimes reported by Dallas ISD, including homicide, kidnapping, and suicide.
- Carrollton Police Department agrees to coordinate warrant service on Dallas ISD property with the Dallas ISD Police Department.
- The Carrollton Police Department agrees to continue as the lead agency in response to barricaded person or hostage incidents occurring on Dallas ISD campuses.

- The Carrollton Police Department will provide Gang unit assistance as available, and share intelligence information regarding campus crime with Dallas ISD Police Department.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CARROLLTON, on behalf of its POLICE DEPARTMENT AND THE DALLAS INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

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- The Carrollton Police Department will notify Dallas ISD Police Department of any “undercover” investigation prior to commencing on any Dallas ISD campus(s) or facilities, for safety of officers and students.
- The Carrollton Police Department will agree to provide officer safety assistance and assist officer back-up to officers employed by the Dallas ISD Police Department when requested, and to the degree necessary to ensure the safety of Dallas ISD Police Officers.
- The Carrollton Police Department agrees to provide continued access to specialized services for all campuses and facilities in the interest of public safety.
- The Carrollton Police Department agrees to be the lead agency in responding to active shooter calls on Dallas ISD campuses located within the city limits of Carrollton, Texas.
- The Carrollton Police Department agrees to provide the Dallas ISD Police Department with Uniform Crime Report and crime analysis and statistics of offenses occurring on Dallas ISD property.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE DALLAS INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- Dallas ISD Police Department will initiate a crime offense report and investigate all crimes on Dallas ISD campuses and facilities.
- The Dallas ISD Police Department will provide officer safety assistance and assist with officer back-up to officers employed by the Carrollton Police Department when requested, and to the degree necessary to ensure the safety of Carrollton Police Officers.
- Dallas ISD Police Department agrees to coordinate warrant service with the appropriate Carrollton Police Department Patrol Division.
- Dallas ISD Police Department will share gang intelligence with the Carrollton Police Department on a continuous basis.

DURATION:

This agreement will be effective from the date that the agreement has been fully executed by both parties to September 01, 2020. This agreement may be renewed for 3 one-year terms by the Dallas ISD Police Department providing Carrollton Police Department with a written notice of its intention to renew not later than thirty (30) days prior to the expiration of the then current term.

Nothing contained in this agreement shall waive the respective immunities of the City of Carrollton and Dallas Independent School District.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CARROLLTON, on behalf of its
POLICE DEPARTMENT AND THE DALLAS INDEPENDENT SCHOOL DISTRICT, on
behalf of its POLICE DEPARTMENT**

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SIGNATORIES

For the City of Carrollton:

City Manager
City of City of Carrollton

Date

ATTEST:

City Secretary
City of City of Carrollton

Date

Approved as to form:

City Attorney

Date

For the Dallas Independent School District:

Board President
Dallas ISD

Date

ATTEST BY:

Board Secretary

Approved as to form:

School Attorney

Date



City of Carrollton

Agenda Memo

File Number: 3235

Agenda Date: 4/18/2017

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *19

CC MEETING: April 18, 2017

DATE: April 14, 2017

TO: Erin Rinehart, City Manager

FROM: Chrystal Davis, Assistant City Manager

Consider A **Resolution Approving Funding For North Texas Emergency Communications Center, Inc., Relating To The Purchase Of Technology Equipment For NTECC Consolidated Public Safety Communication Center To Ensure Appropriate Continuation Of Services To Carrollton Citizens;** In An Amount Not To Exceed \$159,840.00.

BACKGROUND:

NTECC became operational in April 2016 and hosts dispatch services for Carrollton, Addison, Coppell and Farmers Branch. NTECC recently completed an evaluation, conducted by city IT departments to identify potential issues and solutions, which will result in improved technical infrastructure. NTECC has identified the need for virtualization, which would improve business continuity and ensure high availability of critical systems. It would also create efficiency in management of systems and reduce future recurring costs. This will minimize downtime and IT disruption, which is critical in this public safety operation. In addition to virtualization, there is a need for WAN redundancy and network redundancy. Carrollton will serve as the back-up site for NTECC at City Hall. The virtualization project, along with the network redundancy projects will allow for the completion of a functional backup site at Carrollton City Hall in an emergency. This site would be utilized in the event of a disaster affecting the NTECC facility or as needed in an overflow situation. The risk of not addressing the redundancy needs could lead to downtime, outages and/or disruptions in service.

FINANCIAL IMPLICATIONS:

The overall project costs will not exceed \$444,000.00 and the Carrollton portion will not exceed \$159,840. Not only will a virtual environment improve server capacity, high availability and redundancy, but it will also reduce ongoing costs by approximately \$50,000 per year (shared by four cities) by limiting physical servers. Funding will be coming from IT Capital Projects Fund.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approving an amount not to exceed \$159,840.00.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPROVING FUNDING FOR NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. ("NTECC") RELATING TO THE PURCHASE OF ESSENTIAL TECHNOLOGY EQUIPMENT FOR THE NTECC CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER; AUTHORIZING THE CITY MANAGER TO TAKE ALL ADDITIONAL ACTS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code ("the Interlocal Cooperation Act or "the Act") authorizes the formulation of interlocal cooperation agreements between and among governmental entities;

WHEREAS, the City of Carrollton ("Carrollton"), Town of Addison ("Addison"), City of Coppel ("Coppel") and the City of Farmers Branch ("Farmers Branch") (collectively, "the Cities") have joined to establish North Texas Emergency Communications Center, Inc. ("NTECC") for the purpose of financing, constructing, owning, managing and operating a regional public safety communications center ("the Center") for the benefit of the Cities; and

WHEREAS, in order to maintain the service delivery by NTECC, it is necessary for the Cities, in proportion to their respective percentage set forth under the original agreement, to provide funding to NTECC for technology equipment to ensure continuation of operations at the Center; and

WHEREAS, based upon the percentage of funding under the original agreement between the Cities, funding in the amount of \$159,840 is attributed to Carrollton; and

WHEREAS, the City Council of the City of Carrollton, Texas, finds it to be in the public interest to provide funding for the technology equipment necessary to improve business continuity and continuation of services to Carrollton citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE 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 City Manager is further authorized to (a) take such actions as reasonable and necessary to carry out the City's obligations pursuant to the interlocal agreement between the Cities, including, but not limited to, paying the City's share of \$159,840, for the costs of

technology equipment necessary to maintain service at the Center from available funds in the City's approved budget, as the City Manager deems to be in the best interest of the City.

SECTION 3

This Resolution shall become effective immediately upon approval.

DULY PASSED and approved by the City Council of the City of Carrollton, Texas, this 18th 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

Chrystal Davis, Assistant City Manager



City of Carrollton

Agenda Memo

File Number: 3226

Agenda Date: 4/18/2017

Version: 1

Status: Public
Hearing/Individual
Consideration

In Control: City Council

File Type: Public Hearing

Agenda Number: 20.

CC MEETING: April 18, 2017

DATE: April 11, 2017

TO: Erin Rinehart, City Manager

FROM: Scott Hudson, Environmental Services Director

Hold A **Public Hearing For A Municipal Setting Designation Ordinance For Downtown Carrollton.**

BACKGROUND:

This agenda item is a public hearing for the approval of a municipal setting designation ordinance prohibiting the use of the designated groundwater from beneath the designated property generally located in downtown Carrollton and granting support to the city's request for a Municipal Setting Designation (MSD) certification from the Texas Commission on Environmental Quality (TCEQ).

An MSD is an official state designation given to a property certifying that the groundwater beneath the designated property is not used as potable water and is prohibited from future use as potable water because that groundwater is contaminated in excess of the applicable potable-water protective concentration levels set forth by the TCEQ. The purpose of the MSD law is to provide an alternative pathway for regulatory closure for contaminated properties where the groundwater is not being used as the potable water supply. An MSD can be a significant economic development tool. A requirement for a successful MSD certification from the state is an MSD ordinance from the city having territorial jurisdiction over the designated property. The city ordinance must prohibit the use of the groundwater from beneath the designated property as potable water and must express support for the MSD application.

The designated property is located in the downtown area of Carrollton and covers an area of approximate 220 acres. It is roughly bounded on the north by Hutton Branch Creek, on the east by Erie Street and the DART Green Line, on the south by Crosby Road and on the west by Upfield Drive. The designated shallow aquifer is within 50 feet of the surface.

The city retained an environmental consulting firm to conduct necessary research, provide

recommendations, and assist in preparing the materials to support the city's request for its MSD state certification. The final application is the result of collaboration between Cirrus Associates and Environmental Services staff.

Notices of the public meetings and public hearings were sent, a sign on the property was posted for public information and the public meeting was held on March 27, 2017 at the Josey Ranch Public Library. The April 18, 2017 City Council meeting is the forum for the required public hearing of the city's MSD ordinance application.

IMPACT ON COMMUNITY SUSTAINABILITY:

While the city contracts with Dallas Water Utilities for its public water supply, the city also has supplemental public water supply wells within five miles from the designated property. Hydrological analysis shows that groundwater flows to the south and west, away from the city of Carrollton wells. The Twin Mountains Aquifer supplying the city wells is approximately 2,000 feet beneath the designated shallow groundwater and there are clay-rich units that act as a barrier to vertical migration between that designated shallow groundwater and the supply aquifer. Based on these findings and the advice of its consultant, staff has determined that the proposed MSD poses essentially no risk to the city's wells.

Through extensive research the city has not been able to identify any parties utilizing the designated groundwater as a source of potable water. Due to marginal quantity and quality, the designated groundwater is not valuable as a potable water source. The MSD will not have an adverse effect on the current or future water resource needs of the citizens or the city of Carrollton.

Support for this application will encourage the economic development of the designated property. Staff is of the opinion that it is in the best interest of the public and the city to support this application as it will protect the public from contaminated groundwater.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends that City Council adopt the attached ordinance prohibiting use of designated groundwater and supporting the city's application for a Municipal Setting Designation.

Downtown Carrollton Proposed Municipal Setting Designation Map



EXHIBIT "A"
LEGAL DESCRIPTION
CARROLLTON MUNICIPAL SETTING DESIGNATION AREA

BEING approximately 220 acres of land located in the JOHN NIX SURVEY, ABSTRACT No. 1089, JOSHUA B. LEE SURVEY, ABSTRACT No. 798, MARTHA P. GREEN SURVEY, ABSTRACT No. 519, and WILLIAM LARNER SURVEY, ABSTRACT No. 799, City of Carrollton, Dallas County, Texas, incorporating all of or portions of the right-of-way areas of College Avenue, Elks Drive, Highway No. 35E, Broadway Street, Denton Road, Main Street, Jackson Street, Perry Avenue, Rosemon Avenue, Walnut Street, Oak Street, Belt Line Road, Myers Drive, Carroll Avenue, 2nd Avenue, 3rd Avenue, 4th Avenue, 5th Avenue, Vandergriff Drive, Upfield Drive, Tappan Circle, The Union Pacific Railroad, The Dallas Area Rapid Transit (D.A.R.T.) Railroad, The Burlington Northern Railroad, a 170 foot wide City of Carrollton Drainage Easement, the 100 foot wide Dallas Water Utilities Private right-of-way, **and all of or portions of the following additions and/or subdivisions with their respective recording data, Volume (V.) and Page (P.) or County Clerk's Document Number (DOC#) or Cabinet (C.) and Page or Slide (PG. or SL.):** A W Perry's 2nd Addition, V. 286, P. 1, A W Perry's 1 Replat, V. 907, P. 79, and V. 93245, P. 4074, A W Perry's 3, V. 287, P. 3, A W Perry's 1st, V. 99179, P. 65, Carrollton Annex, V. 3, P. 235, Carrollton Crossing, DOC# 20080077005, Carrollton Heights, V. 1, P. 193, Carrollton Heights 2, DOC# 201200174335, Carrollton Industrial Park, V. 501, P. 2252, Carrollton Industrial Park Replat, V. 91242, P. 2309, College Avenue West Business Park, DOC# 201500012700, College Park Phase II Inc., V. 92171, P. 4668, Corrected Map of Carrollton, V. 2005136, P. 118, D C Perry, V. 85051, P. 3182, D C Perry's, V. 274, P. 75, Downtown Carrollton Station, DOC# 200900135942, DRM, V. 97074, P. 3531, Edgemon Addition, V. 97031, P. 2185, Gravley Center, V. 87236, P. 4872, and V. 2002167, P. 45, J B Lesley, V. 5, P. 377, Jarmon Phase 1, V. 92068, P. 2750, Lincoln Place Addition, V. 90126, P. 1507, Neighborhood Service Center, V. 86054, P. 1060, Nicholas D Ricco Phase 3, V. 92157, P. 2092, Oldfield, V. 93119, P. 3111, Oldfield 2, V. 2000007, P. 123, Original Town of Carrollton, V. 1, P. 454, Original Town of Carrollton Replat, V. 87236, P. 4872, DOC# 200900165819 and DOC# 201500149076, Original Town of Carrollton Part 2, V. 250, P. 248, and DOC# 201000314422, Racetrac, V. 94108, P. 2731, Ricco Addition, V. 88013, P. 3848, Schwan's Addition, V. 93155, P. 1783, Lot 1R, Thomas Park Phase 2, DOC# 201400253441, Valwood F C U, V. 98029, P. 100, **and all of the tracts of land** located in the **MARTHA P. GREEN SURVEY, ABSTRACT No. 519**, conveyed to the following land owners with their respective recording data, Volume (V.) and Page (P.) or County Clerk's Document Number (DOC#): Mountain Prize, Inc., DOC# 200600024396, Arefi Gino, DOC# 200600228090, Dallas Area Rapid Transit, DOC# 20080103599, City of Dallas, V. 86057, P. 342, Dallas Area Rapid Transit, DOC# 20080180407, City of Carrollton, DOC# 201300123298, Amy Carrington, V. 88035, P. 4482, City of Carrollton, DOC# 201300122527, Cedar Supply, Inc., V. 89005, P. 5108, Ricco Family Partners, Ltd., V. 2004155, P. 12233, Word Of Life Restoration Ministries, Inc., DOC# 201100110786, College Park JV, V. 2000075, P. 4999; **all of the tracts of land** located in the **JOSHUA B. LEE SURVEY, ABSTRACT No. 798**, conveyed to the following land owners with their respective recording data, Volume (V.) and Page (P.) or County Clerk's Document Number (DOC#): Cedar Supply, Inc., V. 89005, P. 5108, Disciple Baptist Church, DOC# 200201929080, Vance, Harold & Sharon, V. 88160, P. 1310, Moreno, Emigdio, V. 97124, P. 105, Lee, Jimmy Y., V. 2001129, P. 160, Rodriguez, Ruben, DOC# 201300331319, Lee, Jimmy Y., V. 2001129, P. 148, Lee, Jimmy Y., V. 2001129, P. 160, Lee, Jimmy Y., V. 2001129, P. 138, Dart, V. 91008, P. 1341, Wong, Chuck & Michel, V. 98243, P. 4943; **all of the tracts of land** located in the **WILLIAM LARNER SURVEY, ABSTRACT No. 799**, conveyed to the following land owners with their respective recording data, Volume (V.) and Page (P.) or County Clerk's Document Number (DOC#): Van Chevrolet Co., Inc., V. 99002, P. 535, Pack

Properties V, LLC., V. 2004244, P. 10400, Nunez, Servando, V. 95008, P. 1205, Sluder, Wrenn D. & Patricia, V. 82222, P. 4435, VT Real Estate Acquisition Sub., Inc., DOC# 201500060807, City of Carrollton, V. 97030, P. 2923, Hor & Lay, LLC., DOC# 201400093843, Rodriguez, Antonio M., V. 95040, P. 3147; all of **the tracts of land** located in the **JOHN NIX SURVEY, ABSTRACT No. 1089**, conveyed to the following land owners with their respective recording data, Volume (V.) and Page (P.) or County Clerk's Document Number (DOC#): College Park, Phase II, Inc., V. 92171, P. 4668, Hennessey, Peter, V. 82219, P. 4350, Hennessey, Peter Francis, V. 90145, P. 10116, Hennessey, Peter F., V. 85195, P. 4683, Friend, Stanford Taylor, V. 2003132, P. 20469, City of Carrollton, V. 78079, P. 792, Friend, Stanford Taylor, V. 97030, P. 2929, Texas Utilities Elec. Co., V. 75234, P. 1045, City of Dallas, V. 86057, P. 342, Holden Holdings, Ltd., DOC# 201300218474, Taurean East, LLC, DOC# 201200156304, Hennessey, Peter, V. 84061, P. 3963;

Said approximately 220 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North right-of-way line of Crosby Road (a variable width public right-of-way), and said **POINT OF BEGINNING** also lying at the South corner of Tract "A" Crosby 35, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 83031, Page 2133, of the Deed Records of Dallas County, Texas, and said **POINT OF BEGINNING** also lying in the Northeast right-of-way line of the 30 foot wide Dallas Area Rapid Transit System Railroad right-of-way;

THENCE along the North right-of-way line of said Crosby Road, with the following approximate bearing and distances:

1. a.) S 65° 55' 27" W 30.28 feet, to a point;
2. b.) S 58° 09' 51" W 136.00 feet, to a point;
3. c.) S 52° 56' 02" W 254.44 feet, to a point;
4. d.) S 57° 58' 55" W 9.91 feet, to a point;
5. e.) N 31° 06' 05" W 1.70 feet, to a point;
6. f.) S 58° 53' 54" W 146.32 feet, to a point;
7. g.) S 58° 34' 09" W 377.77 feet, to a point;
8. h.) S 59° 04' 33" W 139.62 feet, to a point;
9. i.) SOUTHWESTERLY 131.55 feet, along said curve to the right, having a radius of 261.97 feet, a central angle of 28° 46' 13", and a chord bearing S 73° 22' 51" W 130.17 feet, to a point at the end of said curve;
10. j.) S 89° 50' 39" W 111.03 feet, to a point;
11. k.) S 89° 50' 39" W 1133.22 feet, along the South boundary line of Lots 1 and 2, Block A, DRM Addition, to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 97074, Page 3531, of the Deed Records of Dallas County, Texas, to a point at the most Southerly Southwest corner of said Lot 1, being the intersection of the East right-of-way line of Upfield Drive (a 60 foot wide public right-of-way);

THENCE along the East right-of-way line of said Upfield Drive, as follows:

12. a.) Approximately N 45° 09' 21" W 21.21 feet, to a point;
13. b.) Approximately N 00° 09' 21" W 590.00 feet, to a point;
14. c.) Approximately N 00° 09' 21" W 680.09 feet, to a point;
15. d.) Approximately N 00° 09' 21" W 144.37 feet, to a point at the North corner of a tract of land conveyed to Stanford Taylor Friend, by the deed recorded in Volume 97030, Page 2929, of the Deed Records of Dallas County, Texas, lying in the South right-of-way line of 3rd Avenue;
16. THENCE Approximately N 33° 39' 12" W 76.04 feet, crossing said 3rd Avenue, to a point at the South corner of Lincoln Place Addition, to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 90126, Page 1507, of the Deed Records of Dallas County, Texas;
17. THENCE Approximately N 30° 44' 00" W 767.52 feet, along the Southwest boundary line of said Lincoln Place Addition, to a point at the West corner of said Lincoln Place Addition, lying in the South right-of-way line of Belt Line Road (a variable width public right-of-way);
18. THENCE Approximately SOUTHWESTERLY 400.55 feet, along the South right-of-way line of said Belt Line Road and the North boundary line of Lot 1, Block A, Freightways Addition, to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 97124, Page 3496, of the Deed Records of Dallas County, Texas, with a curve to the right, having a radius of 1697.02 feet, a central angle of 13° 31' 25", and a chord bearing S 78° 55' 36" W 399.62 feet, to a point at the end of said curve;
19. THENCE Approximately N 37° 33' 25" W 235.37 feet, crossing said West Belt Line Road, to a point in the North right-of-way line of the Dallas Area Rapid Transit Railroad and the South boundary line of Lot 1, Block 1, College Avenue West Business Park, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in County Clerk's File No. 201500012700, of the Deed Records of Dallas County, Texas, said point also lying in the Northeast boundary line of the most Northeasterly 15 foot wide utility easement dedicated on the plat of said College Avenue West Business Park Addition, and said point being approximately 303.32 feet Westerly along the South boundary line of said Lot 1 from its Southeast corner;

20. THENCE N 30° 29' 08" W 448.62 feet, running along the Northeast boundary line of said 15 foot wide utility easement and extending on the same line crossing College Avenue, to a point in the North boundary line of Lot 1, Block 1, Ricco Addition, to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 88013, Page 3848, of the Deed Records of Dallas County, Texas;
21. THENCE N 30° 30' 45" W 170.03 feet, crossing a 170 foot wide drainage easement for Hutton Branch, to a point in the South boundary line of Lot 1R, Block B, Belt Line 35 Business Park, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 95133, Page 3924, of the Deed Records of Tarrant County, Texas;
22. THENCE Approximately N 58° 24' 23" E 874.50 feet, along the South boundary line of said Lot 1R1 and also Lot 1R-2, to a point in the West right-of-way line of Interstate Highway No. 35E;
23. THENCE Approximately N 54° 49' 15" E 451.71 feet, crossing said Interstate Highway No. 35E, to a point at the Southwest corner of Plaza 35, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 79234, Page 409, of the Deed Records of Dallas County, Texas, said point also lying in the Northwest boundary line of the aforesaid Hutton Branch Channel (drainage easement);
24. THENCE Approximately N 55° 56' 58" E 477.40 feet, along the Southeast boundary line of said Plaza 35 and the Northwest boundary line of said Hutton Branch, to a point at the Southeast corner of said Plaza 35 Addition, lying in the Southwest right-of-way line of Broadway Street;
25. THENCE Approximately N 66° 01' 05" E 142.38 feet, crossing said Broadway Street and also the Dallas Area Rapid Transit System Railroad right-of-way, to a point at the Southwest corner of the Save and Except portion of Tract I, in the deed to Boral Bricks, Inc. recorded in County Clerk's File No. 201200195106, of the Deed Records of Dallas County, Texas;
26. THENCE Approximately N 86° 00' 57" E 799.13 feet, along the North boundary line of said Hutton Branch Channel and the South boundary line of the tracts of land designated as Tract I, Tract II and Tract III, in the aforesaid deed to Boral Bricks, Inc., to a point at the Southeast corner of said Tract III, lying in the West right-of-way line of Denton Drive;

27. THENCE Approximately S 56° 37' 07" E 69.36 feet, crossing said Denton Drive right-of-way, to a point at the Southwest corner of Lot 15, Block 1, A. W. Perry Addition, to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 250, Page 248, of the Deed Records of Dallas County, Texas, said point also being in the North boundary line of the tract of land designated as Tract 3C (3.4055 acres), in the deed to the City of Dallas, recorded in Volume 86057, Page 342, of the Deed Records of Dallas County, Texas;

THENCE along the North boundary line of said Tract 3C, as follows:

28. a.) Approximately N 88° 52' 35" E 102.93 feet, to a point;
29. b.) Approximately N 01° 08' 36" W 25.00 feet, to a point in the Southwest corner of Lot 10 of said Block 1, A. W. Perry Addition;
30. c.) Approximately N 88° 52' 35" E 125.00 feet, along the South boundary line of said Lot 10, to a point in the Centerline of the extension of North Main Street;
31. d.) Approximately N 01° 08' 36" W 75.00 feet, along the Centerline extension of said North Main Street, to a point at the intersection of the existing South right-of-way line of Palm Street;

32. THENCE Approximately N 54° 50' 06" E 340.36 feet, along line 60 feet Northwest of and parallel to the Centerline of a drainage channel, to a point in the East right-of-way line of Jackson Street and the West boundary line of Lot 1R, Block 1, Thomas Park, Phase 2, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in County Clerk's File No. 201400253441, of the Deed Records of Dallas County, Texas, and said point being located approximately 151.57 feet, from the most Southerly corner of said Lot 1R;

33. THENCE Approximately N 00° 50' 04" W 96.86 feet, along the East right-of-way line of said Jackson Street and the West boundary line of said Lot 1R, to a point;

34. THENCE Approximately S 75° 43' 48" E 244.92 feet, crossing said Lot 1R, Block 1, Thomas Park, Phase 2 Addition, to a point at the most Easterly Northeast corner of the aforesaid Tract 3C, to the City of Dallas, recorded in Volume 86057, Page 342, of the Deed Records of Dallas County, Texas, also being a re-entrant corner of said Lot 1R, Block 1, Thomas Park, Phase 2;

35. THENCE Approximately S 38° 41' 40" E 50.00 feet, along the Southwest boundary line of said Lot 1R, to a point in the North right-of-way line of the Burlington Northern Santa Fe Railroad;

36. THENCE Approximately S 38° 41' 40" E 109.43 feet, crossing said railroad, to a point in the South right-of-way line of said Burlington Northern Santa Fe Railroad and the North right-of-way of the Union Pacific Railroad;

37. THENCE Approximately NORTHEASTERLY 474.34 feet, along the Southeast right-of-way line of said Burlington Northern Union Pacific Railroad, with a curve to the left, having a radius of 3523.73 feet, a central angle of 7° 42' 46", and a chord bearing N 53° 47' 13" E 473.98 feet, to a point at the intersection of the North right-of-way line of the Union Pacific Railroad, and being located at the West corner of Lot 19, Block A, Woodcrest Estates, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 71004, Page 1725, of the Deed Records of Dallas County, Texas;

38. THENCE Approximately N 65° 30' 54" E 53.68 feet, along the Southeast boundary line of said Lot 19 and the Northwest right-of-way line of the Union Pacific Railroad, to a point;

39. THENCE Approximately S 24° 42' 53" E 169.88 feet, crossing said Union Pacific Railroad, to a point at the intersection of the South right-of-way of said Railroad with the East right-of-way line of Erie Street;

40. THENCE Approximately S 60° 55' 40" W 57.06 feet, along the South right-of-way line of said Union Pacific Railroad, to a point in the West right-of-way line of said Erie Street, being located at the Northeast corner of Lot 1, Block 2, Carrollton Heights, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 1, Page 193, of the Deed Records of Dallas County, Texas, said point also being the Northeast corner of the 2.69 acre tract of land conveyed to Chuck H. Wong and wife, Michel Hua Wong, by the deed recorded in Volume 98243, Page 4943, of the Deed Records of Dallas County, Texas;

THENCE along the East and South boundary line of said Wong Tract, as follows:

41. a.) Approximately S 00° 22' 28" W 273.61 feet, along the West right-of-way line of said Erie Street, to a point;

42. b.) Approximately S 89° 37' 16" W 121.36 feet, to a point;

43. c.) Approximately S 00° 12' 34" W 168.30 feet, to a point;

44. d.) Approximately N 89° 51' 46" W 324.23 feet, to a point in the West boundary line of Lot 12, Block 3, of aforesaid Carrollton Heights Addition;

45. THENCE Approximately S 00° 15' 41" E 140.12 feet, along the West boundary line of said Lot 12, to a point at the Southwest corner of said Lot 12, located in the North right-of-way line of Rosemon Avenue;

46. THENCE Approximately S 13° 34' 17" W 49.85 feet, crossing said Rosemon Avenue, to a point at the Northeast corner of the 0.55 acre tract of land conveyed to Emidgio Moreno, by the deed recorded in Volume 97124, Page 105, of the Deed Records of Dallas County, Texas;

47. THENCE Approximately S 00° 25' 54" W 192.64 feet, along the East boundary line of said Moreno Tract, to a point at the Southeast corner of said Moreno Tract, being located in the North boundary line of a 20 foot wide public alley;

48. THENCE Approximately S 49° 55' 34" E 29.19 feet, crossing said public alley, to a point in the Northeast corner of a tract of land conveyed to Jimmy Young Lee, by the deed recorded in County Clerk's File No. 2001014412979, of the Deed Records of Dallas County, Texas;

49. THENCE Approximately S 00° 15' 41" E 165.76 feet, along the East boundary line of said Lee Tract crossing Walnut Street, to a point in the South right-of-way of said Walnut Street;

THENCE along the South right-of-way line of said Walnut Street, as follows:

50. a.) Approximately S 88° 43' 30" E 48.67 feet, to a point at the beginning of a curve to the right;

51. b.) Approximately SOUTHEASTERLY 73.63 feet, along said curve to the right, having a radius of 167.26 feet, a central angle of 25° 13' 18", and a chord bearing S 78° 05' 48" E 73.03 feet, to a point at the end of said curve;

52. c.) Approximately S 64° 59' 10" E 45.21 feet, to a point at the beginning of a curve to the left;

53. d.) Approximately SOUTHEASTERLY 102.09 feet, along said curve to the left, having a radius of 223.57 feet, a central angle of 26° 09' 46", and a chord bearing S 76° 02' 10" E 101.21 feet, to a point at the end of said curve;

54. e.) Approximately S 89° 08' 54" E 183.01 feet, to a point in the West right-of-way line of aforesaid Erie Street;

55. THENCE Approximately S 00° 13' 34" E 434.91 feet, along the West right-of-way line of said Erie Street, to a point at the most Easterly Southeast corner of the tract of land conveyed to Disciple Baptist Church, by the deed recorded in County Clerk's File No. 200201929080, of the Deed Records of Dallas County, Texas;

56. THENCE Approximately S 00° 13' 34" E 120.14 feet, crossing Belt Line Road, to a point in the South right-of-way line of said Belt Line Road;

57. THENCE Approximately N 89° 32' 27" E 215.17 feet, along the South right-of-way line of said Belt Line Road, to a point at the Intersection of the West right-of-way line of Carroll Avenue, said point being the Northeast corner of Lot 7, of J. B. Lesley's Addition, to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 5, Page 377, of the Deed Records of Dallas County, Texas;

58. THENCE Approximately S 00° 04' 09" E 282.47 feet, along the West right-of-way of said Carroll Avenue, to a point at the Southeast corner of Lot 14, of said J. B. Lesley's Addition, lying in the North right-of-way line of said Carroll Avenue;

THENCE along the North right-of-way line of said Carroll Avenue, as follows:

59. a.) Approximately N 89° 46' 01" W 700.00 feet, to a point in the West right-of-way line of Myers Drive and the East boundary line of Lot 11, D.C. Perry's Addition, to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Volume 274, Page 75, of the Deed Records of Dallas County, Texas;

60. b.) Approximately S 00° 04' 09" E 10.00 feet, along the West right-of-way line of said Myers Drive, to a point at the Southeast corner of Lot 11, of said D.C. Perry's Addition;

61. c.) Approximately N 89° 46' 01" W 574.07 feet, to a point at the intersection of the East line of Main Street;

62. d.) Approximately S 05° 54' 48" W 197.47 feet, along the East right-of-way line of said Main Street, to a point in the Northeast right-of-way line of the Dallas Area Rapid Transit System and lying at the West corner of Lot 1, Block A, Foxworth-Galbraith Addition, Phase Four, an addition to the City of Carrollton, Dallas County, Texas, according to the plat recorded in Instrument No. 201300311207, of the Official Public Records of Tarrant County, Texas;

THENCE along the Northeast right-of-way line of said Dallas Area Rapid Transit System and the Southwest boundary line of Lot 1, Block A, and Lot 2, Block B, of said Foxworth-Galbraith Addition, as follows:

63. a.) Approximately S 28° 24' 23" E 59.81 feet, to a point;

64. b.) Approximately S 29° 22' 53" E 191.25 feet, to a point;

65. c.) Approximately S 30° 26' 18" E 203.20 feet, to a point;

66. d.) Approximately S 30° 29' 18" E 65.02 feet, to a point;

67. e.) Approximately S 30° 26' 16" E 42.55 feet, to a point;

68. f.) Approximately S 30° 41' 00" E 62.73 feet, to a point;

69. g.) Approximately S 31° 49' 25" E 576.73 feet, to a point at the South corner of said Lot 2, Block B, of said Foxworth-Galbraith Addition;

THENCE continuing along the Northeast boundary line of said Dallas Area Rapid Transit System, as follows:

- | | |
|---------------------------------------|--|
| 70. a.) Approximately S 31° 50' 09" E | 134.20 feet, to a point; |
| 71. b.) Approximately N 58° 15' 31" E | 13.75 feet, to a point; |
| 72. c.) Approximately S 32° 39' 22" E | 37.07 feet, to a point; |
| 73. d.) Approximately N 58° 42' 39" E | 20.00 feet, to a point; |
| 74. e.) Approximately S 32° 40' 28" E | 17.75 feet, to a point; |
| 75. f.) Approximately S 57° 20' 50" W | 20.00 feet, to a point; |
| 76. g.) Approximately S 32° 39' 22" E | 28.71 feet, to a point; |
| 77. h.) Approximately S 58° 15' 31" W | 14.95 feet, to a point; |
| 78. i.) Approximately S 31° 50' 09" E | 281.54 feet, to the POINT OF BEGINNING,
containing approximately 220 acres of land. |

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 interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



December 9, 2015

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, PROHIBITING THE USE OF DESIGNATED GROUNDWATER FROM BENEATH THE PROPERTY GENERALLY LOCATED IN THE DOWNTOWN AREA OF THE CITY OF CARROLLTON COVERING APPROXIMATELY 220 ACRES; AND SUPPORTING THE ISSUANCE OF A MUNICIPAL SETTING DESIGNATION BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A PENALTY; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Carrollton has prepared an application seeking the approval of an ordinance prohibiting the use of shallow groundwater (below ground surface to a depth of 50 feet) from beneath the designated property generally located in the downtown Carrollton area (the legal description being attached hereto as Exhibit A) in support of its application with the Texas Commission on Environmental Quality (TCEQ) for a Municipal Setting Designation (MSD) certification of the designated property ; and,

WHEREAS, Chapter 361, Subchapter W of the Texas Health and Safety Code authorizes the TCEQ to create municipal setting designations; and,

WHEREAS, certification by the TCEQ of a property as a MSD requires that the city with territorial jurisdiction over the designated property must prohibit the use of groundwater from beneath the designated property;

WHEREAS, Chapter 175, "Municipal Setting Designations" of the City of Carrollton's Code of Ordinances authorizes ordinances prohibiting the use of designated groundwater as potable water; and,

WHEREAS, the City Council of the City of Carrollton finds that:

- (1) the eligibility requirements of Section 361.803 of the Texas Health and Safety Code have been met;
- (2) a public drinking water supply system exists that satisfies the requirements of Chapter 341 and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property;
- (3) the city does not utilize the designated groundwater as a source of potable water for its public water system and will not have an adverse effect on the current or future water resource needs of the City of Carrollton;
- (4) the concentrations of the contaminants of concern (benzene, ethylbenzene, and toluene) in the designated groundwater exceed the human ingestion protective concentration levels and present an actual or potential threat to human health, safety and welfare; and,

WHEREAS, the City Council of the City of Carrollton has duly given the required notices and has held the required public meeting and hearing regarding this MSD ordinance application;

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as if copied in their entirety.

SECTION 2

For purposes of this municipal setting designation ordinance, “designated property” means the property generally located in downtown Carrollton and described in Exhibit A, Legal Description, attached to this ordinance.

SECTION 3

For purposes of this municipal setting designation ordinance, “designated groundwater” means water below the ground surface of the designated property to a depth of 50 feet.

SECTION 4

For purposes of this municipal setting designation ordinance, “potable water” means water that is used for drinking, showering, bathing, cooking or irrigating crops intended for human consumption.

SECTION 5

The use of the designated groundwater as potable water is prohibited.

SECTION 6

The use of the designated groundwater from beneath public rights-of-way immediately adjacent to the designated property as potable water is prohibited.

SECTION 7

The public rights-of-way immediately adjacent to the designated property are included in the municipal setting designation application to the Texas Commission on Environmental Quality.

SECTION 8

Any person owning, operating or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations; all ordinances, rules and regulations of the City of Carrollton; and, all environmental regulations. The City Council's approval of a municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 9

Approval of this municipal setting designation ordinance shall not be construed to subject the City of Carrollton to any responsibility or liability for any injury to persons or damages to property caused by any contaminant of concern.

SECTION 10

The City Council supports the application to the Texas Commission on Environmental Quality for a municipal setting designation on the designated property.

SECTION 11

The Environmental Services Director shall file a certified copy of the municipal setting ordinance in the Deed Records of the county where the designated property is located within sixty (60) days after adoption of this municipal setting designation ordinance;

SECTION 12

The Environmental Services Director shall send a certified copy of the municipal setting designation ordinance to the Texas Commission on Environmental Quality within sixty (60) days after adoption of this municipal setting designation ordinance; and that the Environmental Services Director shall notify the Texas Commission on Environmental Quality sixty (60) days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 13

The Environmental Services Director shall send certified copies of the municipal setting ordinance to offices of Building Inspection, Economic Development, Engineering, Public Works and Urban Development to inform them of the imposition of this municipal setting designation ordinance on the designated property and designated groundwater.

SECTION 14

A person who violates any provision of this municipal setting designation ordinance, upon conviction, is punishable as set forth in §10.99 and that the Texas Commission on Environmental Quality shall be notified of any conviction of a violation.

SECTION 15

Chapter 175 of the Carrollton Code of Ordinances shall remain in full force and effect, save and except, as amended by this municipal setting designation ordinance.

SECTION 16

The terms and provisions of this municipal setting designation ordinance are severable and are governed by Sec. 10.07 of the Carrollton Code of Ordinances.

SECTION 17

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

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas, this 18th day of April, 2017.

Matthew Marchant, Mayor

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Meredith Ladd, City Attorney

Scott Hudson,
Environmental Services Director