

**INTERLOCAL AGREEMENT
BETWEEN NTTA AND THE CITY OF CARROLLTON,
CONCERNING COST PARTICIPATION FOR THE PROFESSIONAL SERVICES FOR
THE MARKET STRATEGY FOR THE NTTA PROPERTY**

WITNESSETH:

WHEREAS, the North Texas Tollway Authority ("NTTA") and the City of Carrollton ("Carrollton") desire to enter into an agreement concerning cost participation for the preparation of a market strategy regarding that certain tract of land bounded by the intersection of the President George Bush Turnpike and IH-35E acquired in January 2001 by NTTA, said market strategy to be performed by Anne Ricker, Leland Consulting Group; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, NTTA and Carrollton have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, NTTA and Carrollton have determined that the cost participation implemented by this Agreement is the most economically feasible way for both entities to accomplish certain governmental functions.

NOW, THEREFORE, this Agreement is made and entered into by NTTA and Carrollton for the mutual consideration stated herein.

AGREEMENT:

ARTICLE I.

Carrollton, pursuant to a written agreement acceptable to NTTA, shall arrange for the engagement of Leland Consulting Group for the preparation of a market strategy for the NTTA property, hereinafter called the "Market Strategy". The Market Strategy shall consist of Work Task 1.0 Market Analysis and Work Task 3.0 Financial Feasibility and Fiscal Impact as contained within the Scope of Services attached hereto as Exhibit "A" and shall pertain to the property depicted on the drawing attached hereto as Exhibit "B" and made a part hereof by reference.

ARTICLE II.

Carrollton shall prepare base maps and plan-based diagrams as necessary for illustrating the Market Strategy and make copies and distribute information to all city officials and, if approved by NTTA, the public. Carrollton will award a contract to Leland Consulting Group to perform the work tasks and administer the professional services contract. In all such activities, Carrollton

shall comply with all state statutory requirements. Carrollton shall provide NTTA with a copy of the executed professional services contract(s) for the Market Strategy. The professional services contract(s) shall not be amended without NTTA's prior written consent.

ARTICLE III.

Carrollton estimates the total cost of Work Tasks 1.0 and 3.0 of the study to be \$48,000.00, with Work Tasks 1.0 and 3.0 estimated to begin in the fiscal year 2008. The total cost of the Market Strategy shall include market analysis, financial feasibility and fiscal impact, project orientation and administration, joint meetings with Carrollton and NTTA, project area development conditions analysis, site reconnaissance, trade area determination, economic and demographic profile, competitive and comparable projects review, market demand analysis, programming recommendations, concept plan, financial proforma analysis, development strategy recommendations, and fiscal impact analysis. NTTA and Carrollton shall have (and the contract(s) for the Market Strategy shall provide) co-ownership rights in the Market Strategy and all materials generated in connection thereunder.

ARTICLE IV.

This is a cost sharing agreement that shall make both parties responsible for paying fifty (50%) percent of the total cost of the professional services of Anne Ricker, Leland Consulting Group for the preparation of the Market Strategy for the NTTA property. If, however, the entire cost of the professional services is paid in advance by Carrollton, NTTA will reimburse Carrollton for fifty (50%) percent or \$24,000.00 of the total cost of the professional services for the Market Strategy for the NTTA property in satisfaction of NTTA's obligations hereunder. NTTA's cost sharing obligations regarding the Market Strategy shall not exceed \$24,000.00 without its written consent thereto.

ARTICLE V.

All charges incurred by the parties hereto as a result of their obligations hereunder shall be paid from current revenues legally available to them. Carrollton recognizes that the continuation of any agreement after the close of any given fiscal year of Carrollton, which fiscal years end on September 30 of each year, shall be subject to approval by the Carrollton City Council. In the event that the Carrollton City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

ARTICLE VI.

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action

for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement and caused by its negligent or willful acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE VII.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that exclusive venue for all disputes arising under this Agreement shall lie in Dallas County, Texas.

ARTICLE VIII.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE IX.

This Agreement pertains solely to the sharing and reimbursement of costs resulting from the preparation of the Market Strategy. It embodies the entire agreement between the parties and may only be modified in writing executed by both parties. This Agreement does not in any manner create a partnership, joint venture or joint enterprise relationship between NTTA and Carrollton with respect to the NTTA property or otherwise. There are no agreements between the parties, set forth herein or otherwise, creating any obligations of NTTA as to the nature, method, timing or other aspect of its ownership, development or other disposition of the NTTA property, nor shall either party be bound in any way to adopt or implement the Market Strategy, which is being prepared for informational purposes only.

ARTICLE X.

This Agreement shall be binding upon the parties hereto, their successors and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XI.

It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XII.

This Agreement shall be effective upon execution by the parties and shall continue in effect annually until final completion of the Market Strategy. This Agreement shall automatically renew annually during this period.

NORTH TEXAS TOLLWAY AUTHORITY,
a regional tollway authority and political
subdivision of the State of Texas

By: 

JORGE FIGUEREDO
Executive Director
P.O. Box 260729
Plano, Texas 75026

Date: 10-3-07

Approved as to form:



~~Frank E. Stevenson, II~~ James T. Rain
Locke Liddell & Sapp PLLC
General Counsel

CITY OF CARROLLTON, TEXAS,
a home rule municipal corporation

By: 
LEONARD MARTIN
City Manager
1945 East Jackson Road
P.O. Box 110535
Carrollton, Texas 75011-0535

Date: 9-24-07

Approved as to Form:

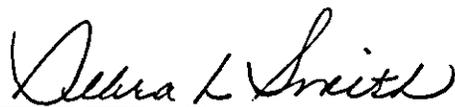

for R. Clayton Hutchins
City Attorney

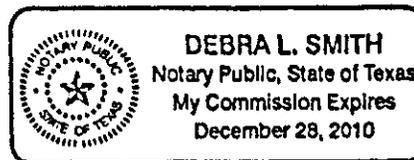
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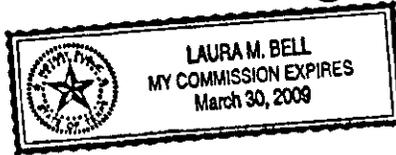
STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 3 day of ^{October} ~~September~~, 2007 by **JORGE FIGUEREDO**, Executive Director of the **NORTH TEXAS TOLLWAY AUTHORITY**, on behalf of said tollway authority.


Notary Public, State of Texas





STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 24 day of September, 2007 by **LEONARD MARTIN**, City Manager of the **CITY OF CARROLLTON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Laura M. Bell

Notary Public, State of Texas

EXHIBIT "A"

Scope of Services

[see following pages]

**EXHIBIT A
SCOPE OF SERVICES**

PART 1 DOWNTOWN TOD AREA PLAN EXTENSION

TASK A. Downtown Station Area Plan Revision (\$15,094)

The *Objective* of Task A is to prepare an updated plan for the Downtown Carrollton TOD area that reflects its expanded boundaries and the form-based code which has been adopted. It will serve as a basis for the Market Study, Economic Impact and Graphics tasks.

The *Products* of Task A will include text, diagrams, tables and images (see also Task D) which illustrate the future development envisioned for the study area. Materials will be suitable for inclusion in the City's Comprehensive Plan and will also include a summary of the Market Study (Task B) and Economic Impact Analysis (Task C).

A.1 Kick-off Meeting with Staff

The Consultant will meet with City staff to establish goals, parameters and timing of the study, as well as define the form and objectives of all final work products.

A.2 Prepare Draft Updated Plan

The Consultant will prepare a draft of the Updated Downtown Carrollton TOD Area Plan. The Plan will include addressing such topics as:

1. Background
 - a. Importance of Station location within the region
 - b. Dart's Plan for the Station
 - c. Freight train usage in the area
 - d. Existing Land Use
 - e. Other Issues affecting development
2. Targeted land uses and intensities
3. Assessment of Developability
4. An Illustrative Development Plan
5. Recommendations for Implementation

A.3 Review with Staff

The Consultant will review the draft Plan with Staff and revise.

A.4 Joint Workshop with P&Z and Council

The Consultant will conduct a Joint Workshop with the P&Z and City Council to present and discuss the Draft Plan.

A.5 Review with Steering Committee

The Consultant will conduct up to 2 briefings of the Steering Committee.

A.6 Public Meeting

The Consultant will conduct a Public Town Hall meeting to discuss the draft Plan and receive comments.

A.7 Refine Updated Plan

Based on comments received from staff, city officials and the public, the Consultant will revise the draft Plan.

A.8 P&Z Public Hearing

The Consultant will participate in the Planning and Zoning Commission's Public Hearing for the Plan.

A.9 City Council Public Hearing

The Consultant will participate in City Council's Public Hearing for the Plan.

A.10 Finalize Plan

The Consultant will finalize the Plan and provide City Staff with digital copies suitable for inclusion into official documents.

TASK B. Market Analysis (\$28,875)

The *Objective* of Task B is to establish market demand for all primary land uses (residential, retail and office) over the near- and long-term in the Downtown Carrollton Station TOD area.

The *Products* of Task B will include estimates of market demand for land uses and a list of supported real estate products in the urban style of development envisioned by the TOD area plan and adopted form-based code.

B.1 Kick-off Meeting with Staff

The Consultant will meet with City staff to establish goals, parameters and timing of the study, as well as define the form and objectives of all final work products.

B.2 Prepare Draft Market Analysis

The Consultant will prepare a draft of the Market Analysis. The Analysis will include completion of the following work tasks:

1. Establish Baseline Information
2. Collect Socioeconomic and Market Data
3. Determine Trade Areas for Land Uses
4. Identify Demographic Trends
5. Quantify Regional, Local and Study Area Capture Rates
6. Identify Appropriate Product Types

B.3 Review with Staff

The Consultant will review the draft Market Analysis with Staff and revise.

B.4 Joint Workshop with P&Z and Council

The Consultant will conduct a Joint Workshop with the P&Z and City Council to present and discuss the Draft Plan.

B.5 Public Meeting

The Consultant will conduct a Public Town Hall meeting to discuss the draft Plan and receive comments.

B.6 Refine Market Analysis

Based on comments received from staff, city officials and the public, the Consultant will revise the Market Analysis findings.

B.7 P&Z Public Hearing

The Consultant will participate in the Planning and Zoning Commission's Public Hearing for the Plan.

B.8 Finalize Market Analysis

The Consultant will finalize the Market Analysis and provide City Staff with digital copies suitable for inclusion in official documents.

TASK C. Economic Impact (\$11,813)

The *Objective* of Task C is to prepare an economic assessment of future development suitable for use as a base for the creation of a TIF District and for the funding of municipal improvements to the area.

The *Product* of Task C will be a technical report. (Note that meetings and workshops will be coordinated with Task B above.)

C.1 Draft Economic Impact Assessment

The Consultant will prepare a draft of the Economic Impact Assessment. The Assessment will include completion of the following work tasks:

1. Prepare Estimates of Costs Associated with Plan Improvements
2. Identify Revenue Factors and Estimate Value
3. Refine Development Absorption Assumptions
4. Quantify Tax Revenue Generation and Jobs and Income Impacts

C.2 Review with Staff

The Consultant will review the draft Economic Impact Analysis with Staff and revise.

C.3 Refine Economic Impact Assessment

Based on comments received from staff, city officials and the public, the Consultant will revise the Economic Impact Analysis.

C.4 Finalize Economic Impact Assessment

The Consultant will finalize the Economic Impact Assessment and provide City Staff with digital copies suitable for inclusion in official documents.

TASK D. New Concept Plan and Illustrations (\$17,063)

The *Objective* of Task D is to provide illustrations and graphics which best illustrate the Downtown Carrollton TOD Plan.

The *Products* of Task D will be an illustrative Development Plan, aerial view of the station area, 3 ground level perspectives, diagrams of streetscapes, and a watercolor of one of the sketches above.

D.1 Preparation of Draft Illustrations

- The Consultant will prepare a revised Concept Plan.
- The Consultant will prepare the following illustrations:
 1. Illustrative Development Plan.
 2. Aerial view of the area focusing on the station and Downtown Square.
 3. Three ground level perspectives of development (to be determined with staff).
 4. Diagrams of street streetscape principles.
 5. One Watercolor of an illustration listed above.

D.2 Review Illustrations with staff

The Consultant will review draft illustrations with staff to ensure that the proper information is being displayed.

D.3 Finalize Illustrations

The Consultant will finalize, color and digitize illustrations.

SUMMARY OF PROPOSED FEES:

Task A Downtown Station Area Plan Revision	\$15,094
Task B Market Analysis	28,875
Task C Economic Impact	11,813
Task D Revised Concept Plan and Illustrations	<u>17,063</u>
Total;	\$72,844

ASSUMPTIONS:

1. City Staff will prepare base maps and plan-based diagrams as necessary for illustrating the Plan.
2. City Staff will make copies and distribute information to all city officials and the public as required.
3. The Consultant will provide the City with digital copies of all reports and graphics.

SCOPE OF SERVICES

PART 2 NTTA PROPERTY EVALUATION

IH 35E & President George Bush Tollway PROGRAMMING AND IMPLEMENTATION STRATEGY

As we understand the situation, the City of Carrollton is partnering with the North Texas Tollway Authority (NTTA) (the client team) to evaluate the development potential of a 140-acre tract of land located at IH-35E and the President George Bush Tollway. The property, located within the Carrollton city limits, is currently owned by NTTA and considered "excess property." Leland Consulting Group, together with Townscape Inc., has been asked to assist the client team in defining an implementable development program for the property. Leland Consulting Group's approach to a project such as this is to complete a holistic assessment of forces and conditions including gaining an understanding of: the demands of the marketplace, barriers to investment (regulatory, financial, physical, market and organizational), and valued assets of the community and surrounding environs, while educating and building support.

A critical distinction in our approach is the formulation of a market strategy vs. a market study. We feel strongly that a market strategy will provide you with a thorough understanding of: the physical environment within which development exists; user group profiles for various development types; factors necessary for success; and, a platform for action. Key components of the market strategy will include:

- Clearly defining the vision, character and timing of development
- Providing a "reality check" for future efforts
- Quantifying market conditions and translating them into opportunities
- Identifying target markets and quantifying their depth
- Working in an iterative environment with other members of the team
- Understanding the financial implications of development
- Defining a platform for action

Based on the assignment parameters, objectives outlined above, and insight gained from discussions with the City's designated project representatives (Townscape) – a multi-task work scope and method of approach has been prepared and is presented as follows. Preliminary conclusions can be provided in the form of working papers and memoranda which will enable you to evaluate the analysis as it progresses.

WORK TASK 1.0: MARKET ANALYSIS (\$30,000)

The purpose of the market analysis task is to provide a foundation for programming uses and products within the property. In addition to providing baseline estimates of market support, the result of this analysis can be used to provide a database for benchmarking implementation efforts (4.3).

Task 1 Work Products

- Meetings with Client Team
- Oral Communications in conference which develop from the research
- Work Sessions with project representatives
- Technical Memoranda related to Development Conditions
- Marketing Sheets describing market opportunity
- Executive Summary summarizing market capture, timing and programming
- Concept Plan

Task 1 Sub-Tasks

- 1.1: Project Orientation and Administration
- 1.2 Joint Meeting W/ City and NTTA (Project Objectives)
- 1.3 Project Area Development Conditions Analysis
- 1.4 Site Reconnaissance
- 1.5 Trade Area Determination
- 1.6 Economic and Demographic Profile
- 1.7 Competitive and Comparable Projects Review
- 1.8 Market Demand Analysis
- 1.9 Site-Fit (Development Capacity Analysis)
- 1.10 Programming Recommendations
- 1.11 Concept Plan

WORK TASK 2.0:

DEVELOPER / INVESTOR OUTREACH (OPTIONAL) (\$8,800)

The purpose of the investor outreach effort is to supplement quantifiable research with qualitative input regarding the local and regional environment for investment. "Delivery system" input, and analyses of policy and regulatory documents, combined with identified supportable product types will provide the basis for an action plan to catalyze private investment and ready a favorable investment environment.

Experience has proven that when there is market demand (as will be answered in Task 1.0) but investment / development is not happening, or not happening in a manner consistent with the community and / or property owner vision, there are barriers in place. These barriers tend to fall in the categories of market, financial, physical, regulatory and political and are best identified through primary research and delivery system discussions. With a full understanding of barriers, we can supplement the market recommendations for the property with an implementation strategy which provides solutions to overcome barriers which could otherwise diminish the vision.

Note: The delivery system is comprised of anyone who affects delivery of a project to the market. In other words – developers, lenders, business owners, neighbors, policy makers, regulators, etc.

Task 2 Work Products

- One-on-One Meetings
- Small Group Meetings
- Technical Memorandum summarizing investment barriers
- Implementation Strategy and Definition of Partnership (Public and Private) Roles in Development of the Property

Task 2 Sub-Tasks

- 2.1: Private Sector Interface**
- 2.2: Barriers to Investment Identification**

WORK TASK 3.0: FINANCIAL FEASIBILITY AND FISCAL IMPACT (\$11,500)

The purpose of the financial feasibility analysis is to understand the need (if any) for public participation in site improvements and other extraordinary measures necessary to make the site marketable. The fiscal analysis will clarify public sector impacts resulting from development of the property and inform Council and NTTA participation decisions.

Task 3 Work Products

- Oral Communications in conference which develop from the analysis
- Work Session with project team
- Development Economic Analyses with pro formas and underlying assumptions
- Fiscal Impact Analysis
- Presentation of Findings to Council and NTTA Board

Task 3 Sub-Tasks

- 4.1: Financial Proforma Analysis**
- 4.2: Development Strategy Recommendations**
- 4.3: Fiscal Impact Analysis**

WORK TASK 4.0: DEVELOPER RFQ / RFP (OPTIONAL) (\$8,800 TO \$13,200)

The purpose of the developer RFQ/ RFP process is to communicate NTTA's and the City's vision for the property; explain the range of roles both entities are willing to consider relative to development and or financial participation in a future project on the property; and,

ultimately to transfer the property into private ownership and advance private investment consistent with the vision and objectives.

Task 4 Work Products

- Marketing Package for property
- Developer RFQ / RFP Process and supporting documents and forms
- Criteria for developer selection
- Meetings / Interview with prospective developers / investors

Task 4 Sub-Tasks

- 4.1: Project Marketing Package**
- 4.2: Developer RFQ / RFP**
- 4.3: Assistance in Evaluation / Selection of Developers**
- 4.4: Facilitation of Discussions Among Partners (NTTA, City and Developer) – Define Participation**

Budget and Timing

Base Work Products (Tasks 1.0 and 3.0):

Project Time Period:	3 to 5 Months
Estimated Professional Fees:	\$41,500
Estimated Project Expenses (approx. 15%):	\$6,500
Total Not-to-Exceed Fees and Expenses:	\$48,000

Total All Work Products (Tasks 1.0 through 4.0):

Project Time Period:	5 to 7 Months
Estimated Professional Fees:	\$58,300 to \$63,500
Estimated Project Expenses (approx. 15%):	\$9,500
Total Not-to-Exceed Fees and Expenses:	\$73,000

LCG Personnel:

Principal Client Contact:	Dennis Wilson
LCG Client Contact:	Anne Ricker
Project Manager:	Bill Cunningham
Project Consultant:	Ted Kamp

ASSUMPTIONS:

4. City Staff will prepare base maps and plan-based diagrams as necessary for illustrating the Plan.
5. City Staff will make copies and distribute information to all city officials and the public as required.

6. The Consultant will provide the City with digital copies of all reports and graphics.

EXHIBIT "B"

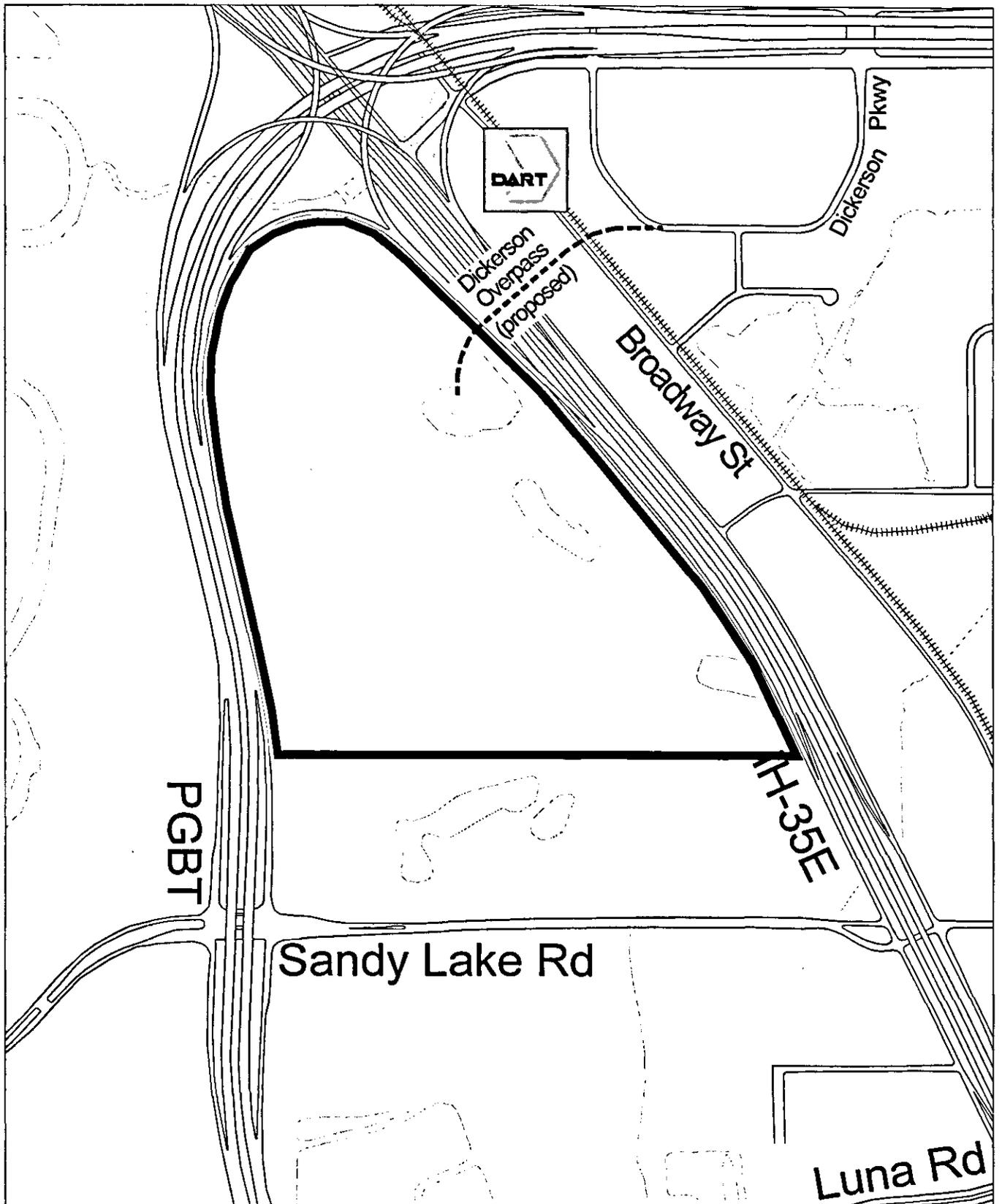
The NTTA Property Subject to the Market Strategy

[see following pages]

February 16, 2006
(no scale)

NTTA Market Strategy

Exhibit "B"



The North Texas Tollway Authority
("NTTA") and the City of Carrollton
("client team")

SCOPE OF SERVICES

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February 16, 2006
(no scale)

NTTA Market Strategy

