

# **AGENDA**

## **REGULAR MEETING OF THE CITY COUNCIL**

**City of Garland**

**Council Chambers, City Hall**

**200 North Fifth Street, Garland, Texas**

**January 22, 2013**

**7:00 p.m.**

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

The Garland City Hall and Council Chambers are wheelchair accessible. Special parking is available on the north side of City Hall and the building may be accessed by a sloped ramp from the parking area to the door facing Fifth Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2403 at least two working days prior to the meeting so that appropriate arrangements can be made. **BRILLE IS NOT AVAILABLE.**

### **CITY COUNCIL GOALS 2020**

**(Adopted by Resolution No. 9402 on December 20, 2005)**

- **Sustainable quality development and redevelopment**
- **Financially stable government with tax base that supports community needs**
- **Defends rightful powers of municipalities**
- **Fully informed and engaged citizenry**
- **Consistent delivery of reliable City services**
- **Safe, family-friendly neighborhoods**
- **Embrace diversity**

## CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has been briefed on these items at a previous work session and approval of the consent agenda authorizes the City Manager to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the January 8, 2013 Regular Meeting.

2. Consider approval of the following bids:

- a. Analytical Chemistry Laboratory Bid No. 2707-12

Hill & Wilkinson General Contractors \$2,871,450.00

*This request is to provide a Construction Manager at Risk for the new Analytical Chemistry Laboratory located at 2500 East Centerville Road.*

- b. Switchgear, Breaker, and Relay Maintenance Bid No. 3138-12

Shermco Industries \$125,000.00

*This request is to provide switchgear, breaker and relay maintenance, and repair services at GP&L's various locations on a time and materials basis.*

- c. Water and Wastewater System Improvements Bid No. 3241-13

Jim Bowman Construction Co., L.P. \$908,392.55

*This request is for the construction of approximately 3,542 linear feet of 8" water line, 396 linear feet of 6" water line, 617 linear feet of 8" water line, and 1,851 linear feet of 10" sanitary sewer line including all service*

*connections, concrete paving, manholes, and other incidentals on Shiloh Road from Mockingbird Lane to Forest Lane.*

**d. Materials for 138kV Fiber Optic Line** **Bid No. 3262-13**

Techline, Inc.	\$116,583.33
Contingency	<u>14,000.00</u>
<b>TOTAL</b>	<b><u>\$130,583.33</u></b>

*This request is to provide all materials necessary to construct the 138kV fiber optic line from Olinger to Wylie to Nevada.*

**e. Interactive Training System for Fire Department** **Bid No. 3314-13**

<b>Visionality</b>	<b>\$246,579.00</b>
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*This request is to provide an interactive training system to deliver educational content from a central location to eleven fire stations.*

**f. Bleacher Covers for Carter Softball Tournament Facility** **Bid No. 3322-13**

<b>USA Shade &amp; Fabric Structures, Inc.</b>	<b>\$130,000.00</b>
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*This request is to provide fabric shade structures over spectator seating areas at the five-field Carter Softball Tournament Facility.*

- 3. A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.**

**Zoning File No. No. 12-56, Turcotte Development Group**

*Consider an ordinance amending the zoning laws of the City of Garland by approving amendments to Planned Development 05-63 for Shopping Center Uses, a Concept Plan with conditions, and a Detail Plan with conditions on a 19.367-acre tract of land located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to the Comerica Bank site.*

4. **Consider a resolution establishing compensation for the Chief Municipal Court Judge and Associate Municipal Court Judge.**

*Council previously discussed that the calendar year 2013 salary for the Chief Municipal Judge, Robert Beasley, will be \$114,854 and a contribution in the amount of \$1,200 shall be made to his "Section 457" or other deferred compensation plan offered through the City. The calendar year 2013 salary for Associate Municipal Judge, Sonja Galbraith, will be \$105,255 and a contribution in the amount of \$1,200 shall be made to her "Section 457" or other deferred compensation plan offered through the City.*

5. **Consider a resolution authorizing the City Manager to execute an engineering services agreement with URS Corporation.**

*An engineering services agreement with URS Corporation is requested for the surveying, geotechnical, and engineering services for the re-routing of a section of the de-energized Royse-Greenville Steam Interchange 138kV transmission line located along the south parkway of Highway 380, approximately one mile west of Highway 69 within the city limits of Greenville, Texas. The agreement is for a lump sum amount of \$130,000, including \$15,000 contingency for unforeseen design requirements.*

6. **Consider an ordinance amending Section 33.28, Paragraph C of Article III, "Speed Regulations," of Chapter 33, "Transportation," of the Code of Ordinances.**

*The Transportation Department periodically reviews school-related traffic control and parking regulations. A recent review reveals that the following changes are needed: 1) install a school zone on Broadway Boulevard from Colonel Drive to 775 feet north of Colonel Drive for students attending South Garland High School and 2) extend the west end of the school zone on Buckingham Road in front of North Garland High School an additional 160 feet further west. This item was considered by Council at the January 7, 2013 Work Session.*

7. **Consider a resolution authorizing the City Manager to execute a Project Supplemental Agreement with Dallas County for roadway and bridge**

**improvements to Miller Road from Centerville Road to Dexham Road (Rowlett).**

*The 2004 Bond Referendum and the approved Capital Improvement Program included funds to partner with Dallas County in the reconstruction and widening of the Miller Road Bridge from Centerville Road to Dexham Road in Rowlett. A Project Supplemental Agreement with Dallas County is required to formally establish the financial responsibilities of the City and Dallas County. This item was considered by Council at the January 7, 2013 Work Session.*

**ITEMS FOR INDIVIDUAL CONSIDERATION**

**Speaker Regulations:**

**Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.**

**8. Hold a public hearing regarding the 2013 Proposed Capital Improvement Program.**

*A public hearing will be held on the 2013 Proposed Capital Improvement Program (CIP) so all interested persons will be given the opportunity to be heard for or against the proposed program. The 2013 Proposed CIP has been available for public inspection in the City's libraries, the City Secretary's Office, and on the City's website since January 16, 2013.*

**9. Consider appointments to Boards and Commissions.**

*Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.*

*Francis DeLois Gooch Smith – CENAC (B. J. Williams)*

**10. Citizen comments.**

*Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.*

**11. Adjourn.**

*All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Verizon FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at [www.garlandtx.gov](http://www.garlandtx.gov). Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.*

The City Council of the City of Garland, Texas convened in regular session at 7:00 PM on Tuesday, January 8, 2013, in the Council Chambers at City Hall with the following members present:

Mayor	Ronald Jones
Mayor Pro Tem	John Willis
Deputy Mayor Pro Tem	Preston Edwards
Councilmember	Marvin 'Tim' Campbell
Councilmember	Anita Goebel
Councilmember	B.J. Williams
Councilmember	Lori Dodson
Councilmember	Rick Williams
Councilmember	Jim Cahill

STAFF PRESENT:

City Manager	William E. Dollar
City Attorney	Mark Dempsey
City Secretary	Lisa Palomba

CALL TO ORDER: The meeting was called to order by Mayor Ronald Jones. Mayor Pro Tem John Willis led the Invocation and the Pledge of Allegiance.

CEREMONIALS: Mayor Jones presented a proclamation celebrating the centennial celebration of the establishment of the American Society of Civil Engineers. Mark Robbins accepted.

CONSENT AGENDA: All items marked with asterisks (\*\*) on the Consent Agenda were voted on in a single motion at the beginning of the meeting. A motion was made by Mayor Pro Tem Willis and seconded by Councilwoman Anita Goebel, to approve Items: 1; 2a; 2b; 2c; and 3a; 3b; 4; 5; 6; 7; and 8 as presented. A vote was cast. The motion carried unanimously with 9 Ayes; 0 Nays.

1. Approved\*\* City Council Meeting minutes of the December 18, 2012 Regular Meeting.

2a. Approved\*\* Award of Bid No. 3247-13 to Techline in the amount of \$404,289.64 including a contingency amount to provide all materials necessary to reconstruct the 138kV transmission line project at the Pleasant Valley Bridge at Rowlett Creek. Due to the size and complexity of the project, and optional contingency is included for any unforeseen additional materials that may be required.

2.b. Approved\*\* Award of Bid No. 3260-13 to Mitsubishi in the amount of \$1,327,500.00 to purchase 15 circuit breakers to be used on Garland Power and & Light's substation operations.

- 2c. Approved\*\* Award of Bid No. Bid No. 3296-13 to Knight Erosion Control in the amount of \$3,019,200.00 to provide labor, materials, and equipment required for the installation of bag walls for erosion maintenance on an as needed basis.
- 3a. Approved\*\* Approve Ordinance No. 6854 amending the zoning laws of the City of Garland by approving a Specific Use Permit for Electric Substation on 4.3344-acre tract of land located at 2896 Bobtown Road. Zoning case (File No. 25-52), R. Delta.
- 3b. Approved\*\* Approve Ordinance No. 6855 amending the zoning laws of the City of Garland by approving a Specific Use Permit for Retail Sales with Gasoline Pumps on a 1.705-acre tract of land located at 2435 West Miller Road. Zoning Case (File No. 12-54). 7-Eleven.
4. Approved\*\* Approve Resolution No. 10087 requesting the members of the 83<sup>rd</sup> Legislative Session of the State of Texas support legislation that increases funding for the Texas Recreation & Parks Account and the Large County and Municipality Recreation and Parks Account Local Park Grant Programs, and the Texas State Park System.
5. Approved\*\* Approve by minute action authorizing the City Manager to execute a design contract with RJN Group, Inc. Funding for the miscellaneous flooding was included in the approved 2012 Capital Improvement Program (CIP) and is proposed in the 2013 CIP. To begin the design process, staff has negotiated a contract with a local firm, RJN Group, Inc., in an estimated amount of \$131,565. The contract will cover the design of drainage areas that have storm sewer capacity issues and create street flooding during intense rain events. The limits include the drainage basins along Wallace Drive between Dairy and First Street; Briarwood between Miller and Ridgewood; Ridgewood between Ridgewood and Celeste; and, Fifth Street between Celeste and Chico.
6. Approved\*\* Approve by minute action authorizing the City Manager to execute a discretionary service agreement with Oncor. Funding for the Walnut Utility Relocation was included in the approved 2012 Capital Improvement Program (CIP) and is proposed in the 2013 CIP. In an effort to reduce the overhead utilities in the downtown redevelopment area, the project includes providing an underground conduit duct bank for Verizon and Oncor along the south side of Walnut

between Glenbrook and the KCS ROW. The Discretionary Service Agreement includes funding in the amount of \$114,675 for Oncor to provide cable/wires in the new underground conduit system and to remove their existing overhead wires and poles.

7. Approved\*\*

Approve Resolution No. 10088 relating to the issuance of refunding bonds and commercial paper by the Texas Municipal Power Agency and providing the approval of the City for the issuance thereof subject to certain parameters and conditions. Texas Municipal Power Agency (TMPA) Board of Directors passed a resolution providing for TMPA Member Cities to replace the generation portion of the TMPA Tax exempt Commercial Paper Program (“2005 CP Program”) with a fixed rate debt to lessen TMPA’s exposure to interest rate risk and provide capacity for additional transmission investments. TMPA has determined it must amend or replace the 2005 CP Program with a new commercial paper program (“Series 2013 Commercial Paper Notes”) on or prior to the scheduled termination date. The amended 2005 CP Program or the Series 2013 Commercial Paper Notes will have a principal capacity not to exceed \$100,000,000 and a maturity date no later than September 1, 2018. This item was considered by Council at the December 18, 2012 Work Session.

8. Approved\*\*

Approve by minute action an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.

ITEMS FOR INDIVIDUAL CONSIDERATION:

9. Held and Approved

Mayor Jones opened the public hearing to consider the application of Turcotte Development Group requesting approval of 1) amendments to Planned Development (PD) 05-63 for Shopping Center Use, 2) a concept Plan with conditions, and 3) a Detail Plan with conditions. The property is located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to Mayor Foundation Addition. File 12-56.

Managing Director of Development Services Neil Montgomery provided background information related to the application. The proposal is for approval of a Concept Plan and Detail Plan with new conditions to develop an Academy

Sports & Outdoors retail store on the property referenced above. At the December 10, 2012 meeting, the Plan Commission (by a 6 to 0 vote) recommended approval except to exclude the 4 Motor Vehicle and Related Uses from the permitted uses for a Shopping Center District in the 190 Overlay as recommended by staff.

No citizens spoke during the public hearing.

Councilman Tim Campbell, seconded by Councilwoman Goebel, moved to approve the following requests of Turcotte Development Group 1) amendments to Planned Development (PD) 05-63 for Shopping Center Use, 2) a concept Plan with conditions, and 3) a Detail Plan with conditions. The property is located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to Mayor Foundation Addition. File 12-56 as presented. A vote was cast and the motion carried with 9 ayes, 0 nays.

CITIZEN COMMENTS: No citizens spoke.

There being no further business to come before the City Council, Mayor Jones adjourned the meeting at 7:11 p.m.

CITY OF GARLAND

Signed:

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Mayor Ronald Jones

Attest:

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Lisa Palomba, City Secretary



## Purchasing Report

### **ANALYTICAL CHEMISTRY LABORATORY** **OPEN MARKET**

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to select the most qualified Construction Manager at Risk for the new Analytical Chemistry Laboratory located at 2500 East Centerville Road, Garland, Texas. Hill & Wilkinson General Contractors was selected as most qualified firm for this project. This is an approved Capital Improvement project. Expenditures will not exceed appropriated funding.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Hill & Wilkinson General Contractors	All	\$2,871,450.00
<b>TOTAL:</b>		<u>\$2,871,450.00</u>

**BASIS FOR AWARD:**

**Most Qualified**

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.  
 Director of Purchasing

William E. Dollar  
 City Manager

Date: 01/11/13

Date: 1/15/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	3,660,669
Expended/Encumbered to Date:	285,077
Balance: \$	<u>3,375,592</u>
This Item:	2,871,450
Proposed Balance: \$	<u>504,142</u>
Matt Watson	01/14/13
Budget Analyst	Date
Ron Young	01/14/13
Budget Director	Date

Operating Budget: <input type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: <u>2012</u>
Document Location: <u>Page WW22</u>		
Account #: <u>237-4239-3403900-9002</u>		
Fund/Agency/Project – Description: Wastewater Utility / Wastewater Laboratory Building		
Comments:		





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **RFQ 2707-12** **Analytical Chemistry Laboratory**

**Recommended Vendor:**

Hill & Wilkinson General Contractors

**Total Recommended Award:**

\$2,871,450.00

**Basis for Award:**

Most Qualified

**Purpose:**

The purpose of this contract is to select the most qualified Construction Manager at Risk for the new Analytical Chemistry Laboratory located at 2500 E. Centerville Road, Garland, Texas.

**Evaluation:**

Request for Qualifications 2707-12 was issued in accordance with Purchasing procedure. Six (6) proposals were received and evaluated based on qualifications of company, personnel qualifications and owner references. A short list of three (3) firms were selected for interviews based on evaluation and ranking of qualifications.

Hill & Wilkinson General Contractors was selected as most qualified firm for this project.

**Recommendation:**

Staff recommends award of contract to Hill & Wilkinson General Contractors for the Guaranteed Maximum Price (GMP) in the amount of \$2,872,450.00.

**Funding Information:**

CIP Project Account 237-4239-34039-00-9002

**Department Director:**

Ginny Holliday, Director of Facilities Management, 972-205-3225



## Purchasing Report

### **SWITCHGEAR, BREAKER, AND RELAY MAINTENANCE TERM CONTRACT**

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide switchgear, breaker, and relay maintenance and repair services at Garland Power & Light's various locations on a time and materials basis. This is a Term Contract with two (2) optional renewals for either one year or expenditure of funds, whichever occurs first. Expenditures will be appropriated at time of invoice.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Shermco Industries	All	\$125,000.00
	<b>TOTAL:</b>	\$125,000.00

**BASIS FOR AWARD:**

**Best Value**

Submitted by:  
  
 Gary L. Holcomb, CPPO, C.P.M.  
 \_\_\_\_\_  
 Director of Purchasing

Reviewed by:  
  
 William E. Dollar  
 \_\_\_\_\_  
 City Manager

Date: 1/11/13

Date: 1/15/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	N/A
Expended/Encumbered to Date:	N/A
Balance: \$	N/A
This Item:	125,000
Proposed Balance: \$	N/A
Trent Schulze	01/14/13
Budget Analyst	Date
Ron Young	01/14/13
Budget Director	Date

<b>Operating Budget:</b> <input checked="" type="checkbox"/> <b>CIP:</b> <input type="checkbox"/> <b>Year:</b> <u>FY 2012-13</u> <b>Document Location:</b> <u>Page 207</u> <b>Account #:</b> 451-6999 (211-3434-7121) <b>Fund/Agency/Project – Description:</b> Term Contract – Provide Switchgear, Breaker, and Relay Maintenance and Repair Services at GP&L's Various Locations on a Time and Materials Basis <b>Comments:</b> Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.
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CITY OF GARLAND - BID RECAP SHEET  
 OPENED: 10/30/2012  
 REQ. NO. 30374  
 BID NO. 3138-12  
 PAGE: 1 of 1  
 BUYER: R.Berger

Shermco Industries

Electrical Reliability Services

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Hourly Rate Evaluation	Engineer	\$140.00	Engineer	\$153.41				
				Control Tech	\$125.00	Cons. Svc.	\$109.34				
				Project Mgr	\$110.00	Prof. Svc.	\$93.02				
				Certified Tech	\$105.00	Certified Tech	\$79.97				
				Shop Tech	\$105.00	Shop Tech	\$67.75				
				Mileage	\$0.75	Mileate	\$2.00				
					\$582.75		\$505.47				
			Evaluation Criteria:								
			Price per Rate Sheet	Maximum = 25	21		25				
			Availability of Services	Maximum = 25	25		25				
			Compliance to Specifications	Maximum = 25	25		18				
			Qualifications and Experience	Maximum = 25	25		25				
			Total Score:	Maximum = 100	96		93				

TOTAL GROSS PRICE	\$585.75	\$505.47		
CASH DISCOUNT				
TOTAL NET PRICE	\$585.75	\$505.47		
F.O.B.	DELIVERED	DELIVERED	DELIVERED	DELIVERED
DELIVERY				

**NEXT LOW:** \_\_\_\_\_  
**LOW:** \_\_\_\_\_  
**SAVINGS:** \$0.00

17 # BidSync Notifications  
 1 # BidSync HUBS  
 18 # Direct Contact HUBS  
 0 # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



# **GARLAND**

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## **PURCHASING**

Executive Summary  
Bid 3138-12

Term Contract for Switchgear, Breaker and Relay Maintenance

**Recommended Vendor:**

Shermco Industries

**Total Recommended Award:**

\$125,000.00

**Basis for Award:**

Best Value

**Purpose:**

The purpose of this contract is to provide switchgear, breaker and relay maintenance and repair services at Garland Power & Light's various locations on a time and materials basis. This is a Term Contract with two (2) optional renewals for either one year or expenditure of funds, whichever occurs first.

**Evaluation:**

Notification of a Pending Request for Bids was issued per purchasing procedures. Two bids were received and evaluated on the published criteria of: pricing sheet; availability of services; compliance to specifications; qualifications and experience.

Shermco Industries received the highest score of 96 out of a possible 100, offering the best value for the City.

**Recommendation:**

Staff recommends awarding the contract to Shermco meeting all requirements of the specification.

**Funding Information:**

451-6999

**Department Director:**

Art Martinez, Acting Transmission and Distribution Director, 972-205-3532



## Purchasing Report

### WATER AND WASTEWATER SYSTEM IMPROVEMENTS OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this Contract is to construct approximately 3,542 linear feet of 8" water line, 396 linear feet of 6" water line, 617 linear feet of 8" water line, and 1,851 linear feet of 10" sanitary sewer line including all service connections, concrete paving, manholes, and other incidentals. The work to be performed is on Shiloh Road from Mockingbird Lane to Forest Lane. Funding for this project was approved in the 2012 Capital Improvement Program and the 2012-13 Operating Budget.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Jim Bowman Construction Co., L.P.	All	\$908,392.55
	<b>TOTAL:</b>	<b>\$908,392.55</b>

**BASIS FOR AWARD:**

**Straight Low Bidder**

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.  
\_\_\_\_\_  
Director of Purchasing

William E. Dollar  
\_\_\_\_\_  
City Manager

Date: 01/14/13

Date: 1/15/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	10,374,414
Expended/Encumbered to Date:	4,924,855
Balance: \$	5,449,559
This Item:	908,393
Proposed Balance: \$	4,541,166
Matt Watson	01/14/13
Budget Analyst	Date
Ron Young	01/14/13
Budget Director	Date

<b>Operating Budget:</b> <input checked="" type="checkbox"/> <b>CIP:</b> <input checked="" type="checkbox"/> <b>Year:</b> <u>2012 CIP</u>  <b>Document Location:</b> <u>CIP – Pages ST23, W01, WW08</u> <u>Oper. Budget – Page 94</u>  <b>Account #:</b> 624-1799-1564500-9011 227-4049-3019000-9213 237-4149-3215700-9305 831-4693-7111  <b>Fund/Agency/Project – Description:</b> Street 2004 Bond / Oper. & Safety Imprvmts. Water CIP /Transmission Mains (16-Inch & Above) Wastewater CIP / Reloc. of Mains Prior to Paving Infrastructure Operating Fund	<b>Comments:</b>
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# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3241-13** **Water and Wastewater System Improvements**

**Recommended Vendor:**

Jim Bowman Construction Co., L.P.

**Total Recommended Award:**

\$908,392.55

**Basis for Award:**

Straight Low Bid

**Purpose:**

The purpose of this contract is to provide for construction of approximately 3,542 linear feet of 8" water line, 396 linear feet of 6" water line, 617 linear feet of 8" water line and 1,851 linear feet of 10" sanitary sewer line including all service connections, concrete paving, manholes, & other incidentals.

**Evaluation:**

Four (4) bids were received and evaluated in accordance with Purchasing procedures. Jim Bowman Construction Co., L.P. submitted the lowest bid.

**Recommendation:**

Staff recommends awarding the contract to Jim Bowman Construction Co., L.P.

**Funding Information:**

Water - \$513,000 – 227-4049-3019000-9213 / CW-190-RB-1-9213  
Wastewater - \$460,000 – 237-4149-3215700-9305 / CS2157-RB-1-9305  
Transportation - \$15,000 – 624-1799-1564500-9011  
Streets - \$40,000 – 831-4693-7111

**Department Director:**

Michael C. Polocek, P.E., 972-205-2178



## Purchasing Report

### MATERIALS FOR 138 KV FIBER OPTIC LINE OPEN MARKET

**PURCHASE JUSTIFICATION:**

This purpose of this Contract is to provide all materials necessary to construct the 138 kV fiber optic line from Olinger to Wylie to Nevada. Due to the size and scope of the project, an optional \$14,000 Contingency is included for any unforeseen changes that may be required. This project is funded from the 2012 Capital Improvement Program. Expenditures will not exceed appropriated funding.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc	All	\$116,583.33
	Contingency	14,000.00
	<b>TOTAL:</b>	<b>\$130,583.33</b>

**BASIS FOR AWARD:**

**Lowest Responsible Bidder**

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.  
 Director of Purchasing

William E. Dollar  
 City Manager

Date: 01/11/13

Date: 11/15/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	400,000
Expended/Encumbered to Date:	-0-
Balance: \$	400,000
This Item:	130,583
Proposed Balance: \$	269,417
Trent Schulze	01/14/13
Budget Analyst	Date
Ron Young	01/14/13
Budget Director	Date
Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2012 Document Location: Page E01 Account #: 217-3591-3141301-6051 (EC-T7413-004016051) Fund/Agency/Project – Description: GP&L 2012 CIP – 138 kV Fiber Optic Line from Olinger to Wylie to Nevada Comments: Contract includes Contingency amount for any unforeseen changes that may be required. Expenditures will not exceed appropriated funding.	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3262-13** **Materials for 138kV Fiber Optic Line**

**Recommended Vendor:**

Techline Inc.

**Total Recommended Award:**

\$130,583.33

**Basis for Award:**

Lowest Responsible Bidder

**Purpose:**

The purpose of this contract is to provide all materials necessary to construct the 138kV fiber optic line from Olinger to Wylie to Nevada.

**Evaluation:**

Notification of a pending Request for bids was issued per Purchasing procedure. Three (3) bids were received and evaluated.

MVA Power, Inc. quoted an unapproved alternate manufacturer and did not bid on all of the required items, and is therefore considered non-responsive. Techline, Inc. quoted an approved manufacturer including all of the required items, and is therefore considered the lowest responsible bidder.

**Recommendation:**

Techline, Inc. is the recommended Lowest Responsible Bidder meeting all requirements of the specification.

**Funding Information:**

2012 CIP Account 217-3591-3141301-6051 (Job Cost EC-T7413-004-1-6051)

**Department Director:**

Art Martinez, Acting Transmission and Distribution Director, 972-205- 2669



# Purchasing Report

## INTERACTIVE TRAINING SYSTEM FOR FIRE DEPARTMENT OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide an interactive training system to deliver educational content from a central location to eleven (11) fire stations. This contract is being awarded from the State of Texas Department of Information Resources, Contract DIR-SDD-969. The majority of this purchase will be funded by an 80/20 matching Federal grant. The training portion of the grant is \$297,456.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Visionality	ALL	\$246,579.00
<b>TOTAL:</b>		\$246,579.00

**BASIS FOR AWARD:**

**Cooperative Purchase**

Submitted by:  
 \_\_\_\_\_  
 Gary L. Holcomb, CPPO, C.P.M.  
 Director of Purchasing

Reviewed by:  
 \_\_\_\_\_  
 William E. Dollar  
 City Manager

Date: 01/11/13

Date: 1/15/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	321,264
Expended/Encumbered to Date:	61,225
Balance: \$	260,039
This Item:	246,579
Proposed Balance: \$	13,460
Trent Schulze	01/14/13
Budget Analyst	Date
Ron Young	01/14/13
Budget Director	Date

Operating Budget:  CIP:  Year: FY 2012-13

Document Location: Page 175

Account #: 871-1352-1014413-9029

**Fund/Agency/Project – Description:**  
 Public Safety Grant Fund – Interactive Training System to Deliver Educational Content from a Central Location to Fire Stations

**Comments:**  
 Appropriation to be approved with Budget Amendment No. 1





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3314-13** **Interactive Training System**

**Recommended Vendor:**

Visionality

**Total Recommended Award:**

\$246,579.00

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to provide an interactive training system to deliver educational content from a central location to eleven (11) fire stations. The system will provide continuing education, digital information, notifications and interactive training exercises between fire administration, fire training and multiple fire stations.

**Evaluation:**

Fire Department and Information Technology Department evaluated three (3) principal providers for this system. After extensive research of products, application, functionality and warranty service, Visionality was chosen as the best provider.

Visionality is a Historically Underutilized Business (HUB) and the State of Texas Department of Information Technology (DIR) provider for this purchase.

**Recommendation:**

Staff recommends awarding the contract to Visionality to meet current needs and provide improved capabilities for the citizens of Garland.

**Funding Information:**

The majority of this purchase will be funded by a 80/20 matching federal grant. The training portion of the grant is \$297,456.

**Department Director:**

Chief Raymond Knight, 972-781-7101



## Purchasing Report

### BLEACHER COVERS FOR CARTER SOFTBALL TOURNAMENT FACILITY OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide fabric shade structures over spectator seating areas at the five-field Carter Softball Tournament Facility. USA Shade & Fabric Structures, Inc., DBA Sun Ports, has successfully installed fabric shade structures at City facilities such as Surf & Swim and Bradfield Swimming Pool. This is an approved Capital Improvement project. Expenditures will not exceed appropriated funds.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
USA Shade & Fabric Structures, Inc.	All	\$130,000.00
<b>TOTAL:</b>		<b>\$130,000.00</b>

**BASIS FOR AWARD:**

**Cooperative Purchase**

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.  
\_\_\_\_\_  
Director of Purchasing

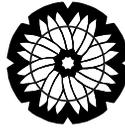
William E. Dollar  
\_\_\_\_\_  
City Manager

Date: 01/11/13

Date: 1/15/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$ <u>228,019</u>	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2012</u>
Expended/Encumbered to Date: <u>98,019</u>	Document Location: <u>Page P06</u>
Balance: \$ <u>130,000</u>	Account #: <u>614-2499-1821904-9002</u>
This Item: <u>130,000</u>	Fund/Agency/Project – Description: Park CIP / Carter Softball Facility Improvements
Proposed Balance: \$ <u>-0-</u>	Comments:
Matt Watson <u>01/14/13</u> Budget Analyst Date	
Ron Young <u>01/14/13</u> Budget Director Date	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3322-13** **Bleacher Covers for Carter Softball Tournament Facility**

**Recommended Vendor:**

USA Shade & Fabric Structures, Inc. dba Sun Ports

**Total Recommended Award:**

\$130,000.00

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to provide fabric shade structures over spectator seating areas at the five-field Carter Softball Tournament Facility.

**Evaluation:**

USA Shade & Fabric Structures, Inc. has successfully installed fabric shade structures at City facilities such as Surf and Swim and Bradfield Swimming Pool. USA Shade & Fabric is a provider through the BuyBoard Cooperative Contract Number 346-10.

**Recommendation:**

Staff recommends awarding the contract to USA Shade & Fabric Structures, Inc. The bid recommendation was approved by the Parks & Recreation Board at their regular meeting of January 2, 2013.

**Funding Information:**

CIP Account Number 614-2499-1821904-9002

**Department Director:**

Jim Stone, Managing Director, Parks, Recreation & Cultural Services, 972-205-2759



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: January 22, 2013

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 12-56 – Turcotte Development Group

### Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

**Submitted By:**

**Neil Montgomery**  
Senior Managing Director of Development  
Services

**Approved By:**

**William E. Dollar**  
City Manager

**ORDINANCE NO.**

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING AMENDMENTS TO PLANNED DEVELOPMENT (PD) 05-63 FOR SHOPPING CENTER USES, A CONCEPT PLAN WITH CONDITIONS, AND A DETAIL PLAN WITH CONDITIONS ON A 19.367-ACRE TRACT OF LAND LOCATED NEAR THE SOUTHERN CORNER OF NAAMAN FOREST BOULEVARD AND NORTH GARLAND AVENUE, SOUTH OF AND ADJACENT TO THE COMERICA BANK SITE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 10th day of December, 2012, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Turcotte Development Group**; and

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

**Now, therefore, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, that:**

**Section 1.**

Ordinance No. 4647 is hereby amended by approving amendments to Planned Development (PD) 05-63 for Shopping Center Uses, a Concept Plan with conditions, and a Detail Plan with conditions on a 19.367-acre tract of land located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to the Comerica Bank site, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

**Section 2.**

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

**Section 3.**

Ordinance No. 4647, as amended, shall remain in full force and effect, save and except as amended by this Ordinance.

**Section 4.**

FILE NO. 12-56

Violation of this Ordinance shall be a misdemeanor punishable in accordance with Section 10.05 of the Code of Ordinances, City of Garland, Texas.

**Section 5.**

This Ordinance shall become and be effective on and after its adoption and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

## EXHIBIT A

### LEGAL DESCRIPTION

#### Zoning File 12-56

BEING a tract of land situated in the Onofre Alvarado Survey, Abstract No. 2, in the City of Garland, Dallas County, Texas, and being a part of called 36.744 acre tract of land described in deed to Commerce Trust Company Sherman, National Association, Trustee of Oliver Dewey Mayor Foundation, recorded in Volume 94087, Page 6501 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), part of a called 3.986 acre tract of land described in a deed to Bank of Texas, N. A. , Trustee of the Oliver Dewey Mayor Foundation, recorded in Volume 2003230, Page 9148, of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an "X" in concrete found for corner in the Southwesterly right-of-way line of Naaman Forest Boulevard (82 foot wide right-of-way at this point) as dedicated by deed to the City of Garland, Texas recorded in Volume 2001097 at Page 1896, D.R.D.C.T., said point being the northernmost corner of Lot 1, Block 1 Special Events Center Addition, an addition to the City of Garland, Texas, according to the Plat recorded in Volume 2004098 at Page 99 of the Map Records of Dallas County, Texas (M.R.D.C.T.);

THENCE South 44 degrees 07 minutes 06 seconds West, departing said southwesterly right-of-way line and along the Northwest line of said Special Events Center Addition, a distance of 1152.17 feet to a point for corner from which a found nail bears South 37 degrees 19 minutes 23 seconds East, 1.95 feet, said point being the westernmost corner of said Special Events Center Addition, said point also being the east corner of a 4.68 acre tract of land described in deed to the County of Dallas, Texas, recorded in Volume 88117, Page 1885, D.R.D.C.T., and the north corner of a 21.31 acre tract of land described in deed to the County of Dallas, Texas, recorded in Volume 88222 at Page 0821, D.R.D.C.T., said point also being on a non-tangent curve to the right having a radius of 360.00 feet and whose chord bears North 55 degrees 52 minutes 52 seconds West, a distance of 403.53 feet;

THENCE Northwesterly along said curve to the right and along the northeast line of said 4.68 acre tract, through a central angle of 68 degrees 10 minutes 30 seconds, for an arc distance of 428.36 feet to the beginning of a curve to the left having a radius of 1439.05 feet and whose chord bears North 33 degrees 27 minutes 20 seconds West, a distance of 581.95 feet;

## EXHIBIT A

THENCE Northwesterly along said curve to the left and continuing along the northeast line of said 4.68 acre tract, through a central angle 23 degrees 19 minutes 52 seconds, for an arc distance of 585.99 feet to a point for corner on the southeasterly line of North Garland Avenue, as dedicated by deed to the City of Garland recorded in Volume 88117, Page 3288, D.R.D.C.T.;

THENCE departing said northeast line and along said southeasterly right-of-way line of North Garland Avenue the following calls:

North 44 degrees 31 minutes 55 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with a plastic cap stamped "RPLS 1890" found for corner, said point being on a non-tangent curve to the left having a radius of 1489.05 and whose chord bears North 45 degrees 31 minutes 36 seconds West, a distance of 3.05 feet;

Northeasterly along said curve to the left, through a central angle of 00 degrees 07 minutes 03 seconds, for an arc distance of 3.05 feet to a 5/8-inch iron rod with a plastic cap stamped "RPLS 1890" found for the point of tangency;

North 45 degrees 35 minutes 08 seconds West, a distance of 10.29 feet to an "X" in concrete found for corner;

North 44 degrees 25 minutes 50 seconds East, a distance of 344.49 feet to an "X" in concrete found for corner;

South 45 degrees 34 minutes 10 seconds East, a distance of 2.00 feet to an "X" in concrete found for corner;

North 44 degrees 25 minutes 50 seconds East, a distance of 121.59 feet to an "X" in concrete found for corner, said point being the westernmost corner of Lot 1, Block 1 of the Mayor Foundation Addition, an addition to the City of Garland, Texas, according to the Plat recorded in County Clerks Instrument Number 200600131188, D.R.D.C.T.;

THENCE South 45 degrees 33 minutes 37 seconds East, departing said southeasterly right-of-way line and along the southwest line of said Mayor Foundation Addition, a distance of 250.75 feet to an "X" in concrete found for the southernmost corner of said Mayor Foundation Addition;

THENCE North 44 degrees 26 minutes 23 seconds East along the southeast line of said Mayor Foundation Addition, a distance of 238.84 feet to an "X" in concrete found for the northernmost corner of said Addition, said point being North 44 degrees 26 minutes 23 seconds East, 2.00 feet from the easternmost corner of Lot 1 of said Addition, said point also being in the aforementioned southwesterly right of way line of Naaman Forest Boulevard (variable width right of way at this point), and being on a

non-tangent circular curve to the left having a radius of 890.00 feet and whose chord bears South 60 degrees 04 minutes 49 seconds East, a distance of 265.37 feet;

THENCE Southeasterly along said southwesterly right of way line and along said curve to the left, through a central angle of 17 degrees 08 minutes 52 seconds, for an arc distance of 266.36 feet to an "X" in concrete found for corner;

THENCE South 68 degrees 39 minutes 12 seconds East, continuing along said southwesterly right of way line, a distance of 115.85 feet to an "X" in concrete found for the point of curvature of a circular curve to the left having a radius of 1190.00 feet and whose chord bears South 78 degrees 59 minutes 57 seconds East, a distance of 427.42 feet;

THENCE Southeasterly continuing along said Southwesterly right of way line and along said curve to the left, through a central angle of 20 degree 41 minutes 30 seconds, for an arc distance of 429.75 feet to the POINT OF BEGINNING AND CONTAINING 843,477 square feet or 19.367 acres of land, more or less. The property is located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to the Comerica Bank site, in Garland, TX.

## PLANNED DEVELOPMENT CONDITIONS

### ZONING FILE: 12-56

Near the southern corner of Naaman Forest Boulevard and North Garland Avenue

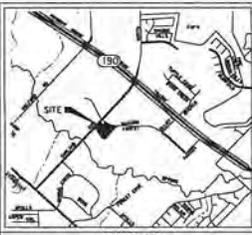
- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit Shopping Center Uses subject to approval of a Detail Plan with Conditions.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Shopping Center (SC) District set forth in Sections 24, 32, and 46 of the Comprehensive Zoning Ordinance and the SH 190 Development Standards are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Development Plans:**
  - A. Concept Plan: Development shall be in general conformance with the approved Concept Plan labeled as Exhibit C.
  - B. Detail Plan: Development shall be in general conformance with the approved Detail Plan labeled Exhibit D. Detail Plan approval is required through the public hearing process for any future development on any of the sites encompassed by the Concept Plan.
- V. **Specific Regulations:**
  - A. Permitted Uses: All uses of the Shopping Center (SC) District within the State Highway 190 Overlay District with the exception of the following uses which are prohibited within the area encompassed by the Concept Plan:  
  
Automobile Repair, Minor  
Car Wash  
Retail Sales with Gas Pumps  
Tire Dealer, No Outside Storage
  - B. State Highway 190 Development Standards: Future Development shall be subject to the State Highway 190 Development Standards.
  - C. Signage: A maximum of 2 freestanding signs and 5 monument signs are permitted onsite in accordance with the specifications set forth in the State Highway 190 Development Standards. The maximum height of the 2 freestanding signs shall not exceed 22 feet. The sign area of each freestanding sign shall not exceed 150 square feet, setback a minimum of 25 feet from the property line. The support structure for the freestanding signs shall be constructed of, or encased with, brick or other masonry matching the building elevations within this Planned Development. Configuration of final sign name blades for the

freestanding signs may be revised from the included elevations as long as the total sign face area does not exceed 150 square feet. Final height of the freestanding signs may be revised from the included elevations as long as the height does not exceed 22 feet.

- D. Pad Sites: A maximum of six pad sites, including the Academy Sports + Outdoors and library site, are allowed on the 19.36-acre site.

**VI. Detail Plan:**

- A. Landscape Plan: Screening and Landscaping shall be in general conformance with the approved labeled as Exhibit E.
- B. Building Elevations: Exterior building elevations shall be in general conformance with the approved elevations labeled as Exhibit F.
- C. Attached Signage: The attached signage shall not exceed 420 square feet (or as calculated in accordance with the State Highway 190 Development Standards), unless approved otherwise in excess of the State Highway 190 Development Standards by the City of Garland through a variance process. Attached signage shall be in general conformance with the signage plans labeled as Exhibit F and G.
- D. Freestanding Signage: Freestanding signage is allowed on the 2 offsite freestanding sign structures detailed in Section V(C) above.



LOT NO.	LOT AREA	BUILDING AREA	LOT COVERAGE	MAX. BUILDING HEIGHT	TOTAL PARKING REQD.	TOTAL PARKING PROVIDED	PARKING REQUIREMENT
LOT 1	26,872	6,841	2.56%	72'	31	31	1 SPACE PER 50 SQ FT SEATING AREA
LOT 2	38,579	9,841	2.55%	72'	38	38	1 SPACE PER 50 SQ FT SEATING AREA
LOT 3	31,982	3,021	9.45%	36'	12	12	1 SPACE PER 50 SQ FT SEATING AREA
LOT 4	28,430	6,520	22.93%	30'	30	30	1 SPACE PER 50 SQ FT
LOT 5	18,204	1,801	9.89%	30'	36	36	1 SPACE PER 50 SQ FT
LOT 6	18,402	2,821	15.33%	30'	132	132	1 SPACE PER 75 SQ FT
LOT 7	18,325	1,571	8.57%	30'	64	64	1 SPACE PER 75 SQ FT
<b>TOTAL</b>	<b>183,475</b>	<b>19,746</b>	<b>10.76%</b>		<b>625</b>	<b>644</b>	

BENCHMARK	NORTHING	EASTING	ELEVATION	DESCRIPTION
115	7038747.84	5337125.15	543.36	CITY OF GARLAND GEODESIC CONTROL POINT
102	7038276.05	2537088.83	539.33	FOUND PC NAIL

NOTE: THE CITY MONUMENT IS ON A GRID COORDINATE SYSTEM, BENCHMARK COORDINATE SYSTEM IS ON A SURFACE COORDINATE SYSTEM, THE DIFFERENCE BETWEEN THE TWO IS THE APPLICATION OF A SURFACE ADJUSTMENT SCALE FACTOR OF 1.00014890.

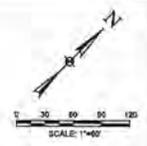
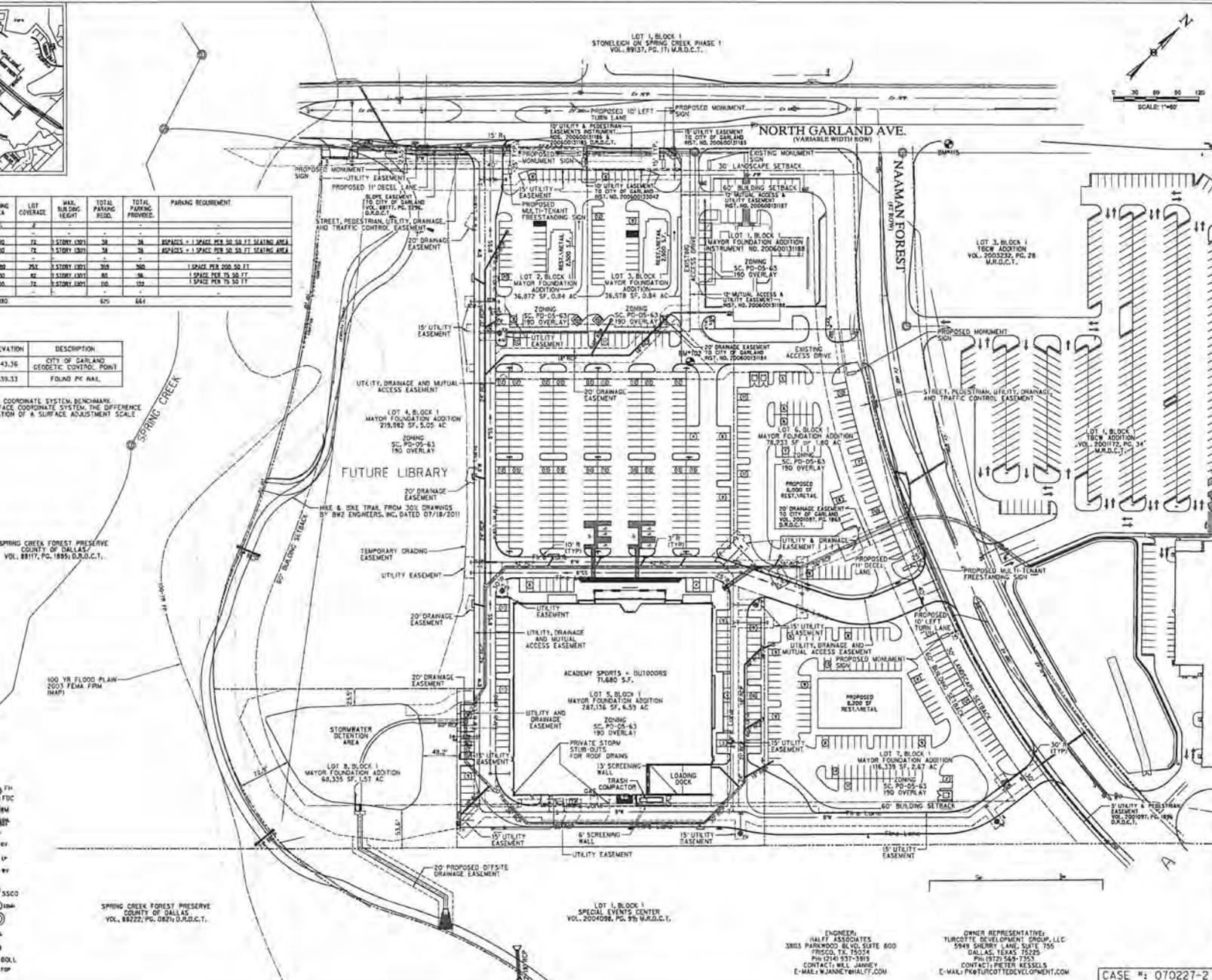
EXHIBIT C

SPRING CREEK FOREST PRESERVE  
COUNTY OF DALLAS  
VOL. 88117, PG. 1895 U.D.C.T.

100 YR FLOOD PLAIN  
2003 FEMA FIRM  
(MAP)

SPRING CREEK FOREST PRESERVE  
COUNTY OF DALLAS  
VOL. 88222, PG. 1824 U.D.C.T.

- LEGEND**
- FH FIRE HYDRANT
  - FDC FIRE DEPT. CONNECTION
  - WM WATER METER
  - TS TRAFFIC SIGNAL BOX
  - ES EXISTING SIGN
  - MC MINOR CONTROL VALVE
  - LP LIGHTING LIGHT POLE
  - WV WATER VALVE
  - SSCO SANITARY SEWER CLEANOUT
  - SDM STORM DRAIN MANHOLE
  - SSM SANITARY SEWER MANHOLE
  - HS HANDICAP SPACE
  - PS PARKING SPACES
  - RL ROLLER
  - GP FOUND GATE POST



**ACADEMY SPORTS + OUTDOORS**  
NORTH GARLAND / NAAMAN FOREST  
GARLAND, TEXAS  
MAYOR FOUNDATION ADDITION  
LOT 5, BLOCK 1



Project No.	29003
Issue	12/10/2012
Drawn By	CAO
Checked By	WHL
Scale	AS NOTED
Sheet Title	CONCEPT PLAN

**PRELIMINARY**  
FOR INTERIM REVIEW ONLY

THREE DIMENSIONAL ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL. FINAL DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CLIENT. THE ENGINEER ASSUMES NO LIABILITY FOR THE CONSTRUCTION OF THE PROJECT.

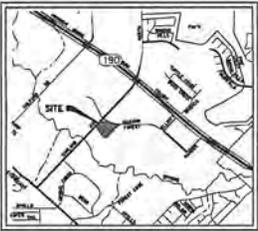
WALLACE H. JANNEY, INC.  
10000 W. HIRSHMAN  
DALLAS, TEXAS 75243  
TEL: 972.991.1111  
WWW.WHJANNEY.COM

ENGINEER  
HALFF ASSOCIATES  
3803 PARKWOOD BLVD, SUITE 800  
FROST, TX 75074  
PH: 972.387-3815  
CONTACT: WEL JANNEY  
E-MAIL: WJANNEY@HALFF.COM

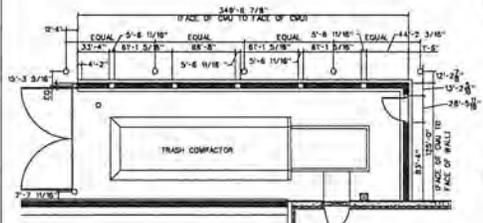
OWNER REPRESENTATIVE  
TURCOTTE DEVELOPMENT GROUP, LLC  
5948 GREYHAWK LANE, SUITE 1005  
DALLAS, TEXAS 75225  
PH: 972.569-7503  
CONTACT: PETER KESSELS  
E-MAIL: PK@TURCOTTEDEVELOPMENT.COM

CASE #: 070227-2

C1.01  
Sheet Number



LOCATION MAP NOT TO SCALE



TRASH COMPACTOR DETAIL (P&I)

SPRING CREEK FOREST PRESERVE  
COUNTY OF DALLAS  
VOL. 8817, PG. 1883; D.P.D.C.T.

BENCHMARKS

NORTHING	EASTING	ELEVATION	DESCRIPTION
115 703874.84	253125.15	543.36	CITY OF GARLAND GEODETIC CONTROL POINT
102 7038276.05	2537088.03	539.33	FOUND PK. NAIL

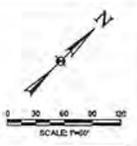
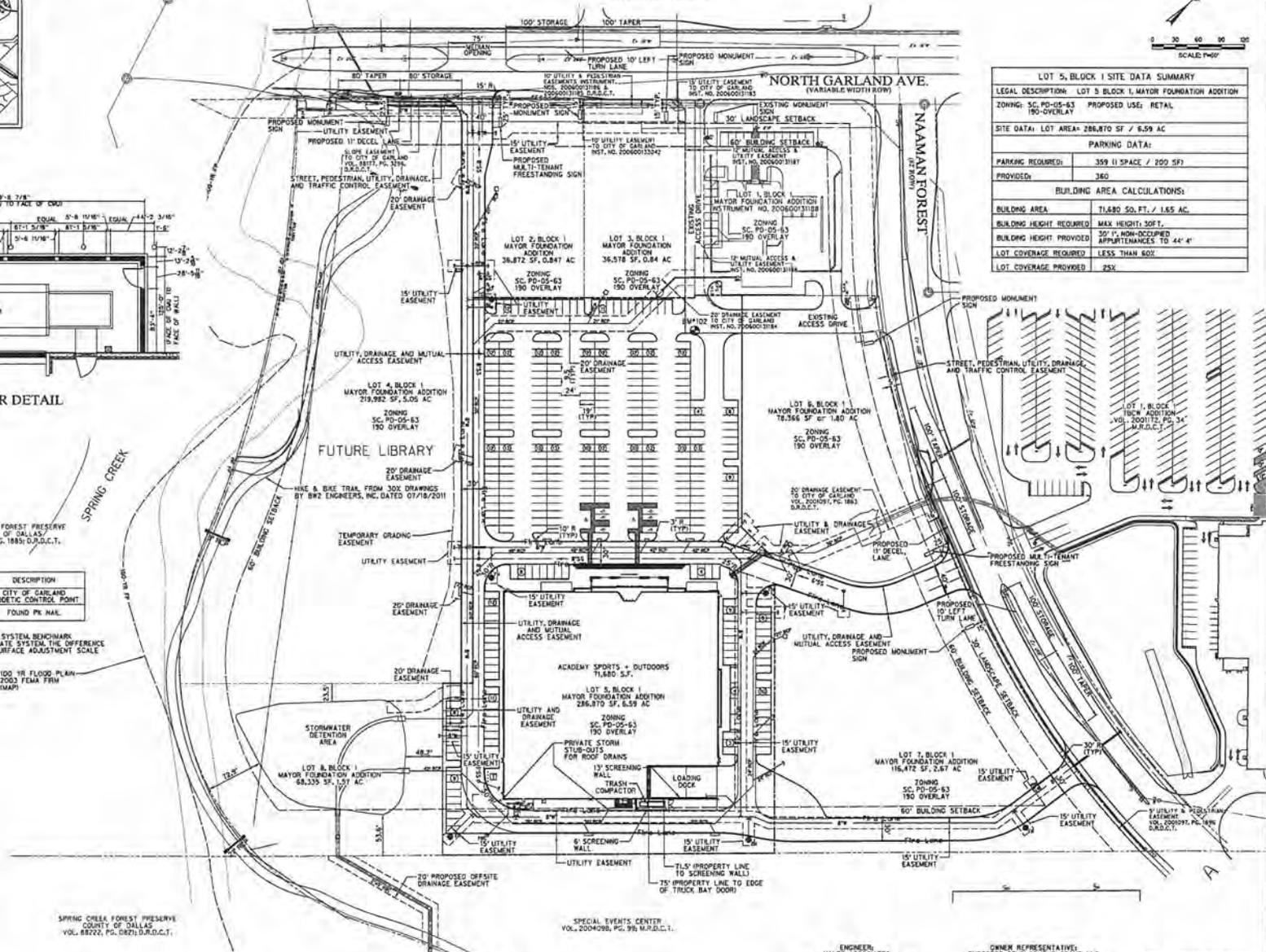
NOTE:  
THE CITY MONUMENT IS ON A GRID COORDINATE SYSTEM BENCHMARK COORDINATE SYSTEM IS ON A SURFACE COORDINATE SYSTEM. THE DIFFERENCE BETWEEN THE TWO IS THE APPLICATION OF A SURFACE ADJUSTMENT SCALE FACTOR OF 1.0004810.

LEGEND

- FH FIRE HYDRANT
- R FDC FIRE DEPT. CONNECTION
- WM WATER METER
- TS TRAFFIC SIGNAL BOX
- ES EXISTING SIGN
- ICV IRRIGATION CONTROL VALVE
- ELP EXISTING LIGHT POLE
- WV WATER VALVE
- SSCO SANITARY SEWER CLEANOUT
- SDM STORM DRAIN MANHOLE
- SSM SANITARY SEWER MANHOLE
- HS HANDICAP SPACE
- NSP NUMBER OF PARKING SPACES
- B BOLLARD
- FGP FOUND GATE POST

SPRING CREEK FOREST PRESERVE  
COUNTY OF DALLAS  
VOL. 8822, PG. 0823; D.P.D.C.T.

LOT 5, BLOCK 1  
STONEHENGE ON SPRING CREEK, PHASE 1  
VOL. 9913, PG. 17; M.R.D.C.T.



LOT 5, BLOCK 1 SITE DATA SUMMARY

LEGAL DESCRIPTION	LOT 5 BLOCK 1, MAYOR FOUNDATION ADDITION
ZONING	SC PD-05-63 190-OVERLAY
PROPOSED USE	RETAIL
SITE DATA	LOT AREA= 286,870 SF / 6.59 AC
PARKING DATA:	
PARKING REQUIRED:	359 (11 SPACE / 200 SF)
PROVIDED:	360
BUILDING AREA CALCULATIONS:	
BUILDING AREA	71,680 SQ. FT. / 1.65 AC.
BUILDING HEIGHT REQUIRED	MAX HEIGHT: 30 FT.
BUILDING HEIGHT PROVIDED	35' 11" NON-OCCUPIED APPURTENANCES TO 44' 4"
LOT COVERAGE REQUIRED	LESS THAN 60%
LOT COVERAGE PROVIDED	25%

**ACADEMY SPORTS + OUTDOORS**  
NORTH GARLAND / NAAMAN FOREST  
GARLAND, TEXAS  
MAYOR FOUNDATION ADDITION  
LOT 5, BLOCK 1



PRELIMINARY FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT BEING FOR REGULATORY APPROVAL. FUTURE REVISIONS OR CONSTRUCTION PERMITS WILL BE THE RESPONSIBILITY OF THE CLIENT AND ARCHITECT.

WILLIAM A. JANNEY	1/20/2013
DATE	FILE NO.
1/20/2013	1070227-2

Project No.: 2803  
Issued: 12/07/2013  
Drawn By: GAO  
Checked By: WJL  
Scale: AS NOTED  
Sheet Title:

DETAIL PLAN  
PLAN

C1.02  
Sheet Number

SEE SHEET C1.00 FOR NOTES APPLICABLE TO THIS SHEET  
CASE #: 070227-2

ENGINEER  
HALFF ASSOCIATES  
3803 PARKWOOD BLVD, SUITE 800  
FISCO, TX 75024  
PH: 972.569.3319  
CONTACT: WILL JANNEY  
E-MAIL: WJANNEY@HALFF.COM

OWNER REPRESENTATIVE:  
TURCOTTE DEVELOPMENT GROUP, LLC  
5909 SHERRY LANE, SUITE 105  
DALLAS, TEXAS 75225  
PH: 972.569.3319  
CONTACT: PETER KESSELS  
E-MAIL: PK@TURCOTTEDEVELOPMENT.COM

EXHIBIT D

1/20/2013 4:41:28 PM W:\10501\1070227-2\1070227-2.dwg

**B LANDSCAPE ORDINANCE - GARLAND, TX**

1. ZONING RETAIL			
2. INTERIOR LANDSCAPE			
15 SQUARE FEET REQUIRED PER PARKING SPACE	343	* 15	5,450 SQUARE FEET REQUIRED
			5,045 SQUARE FEET PROVIDED
3. LANDSCAPE AREA	24,410	/245,670	10 PERCENT OPEN SPACE PROVIDED.
245,670 SITE SQUARE FEET			
4. PARKING LOT TREES	343	/10	
1 PER 10 PARKING SPACES			
			36 TREES REQUIRED
			47 TREES PROVIDED
			16 CEDAR ELM - 3" CALIPER MINIMUM
			17 BALD CYPRESS - 3" CALIPER MINIMUM
			14 LIVE OAK - 3" CALIPER MINIMUM

**D PREPARATION GENERAL NOTES**

1. PLAN PREPARED BY:  
MICHAEL S. KENDALL  
KENDALL + LANDSCAPE ARCHITECTURE  
8150 NORTH CENTRAL EXPRESSWAY  
SUITE 701  
DALLAS, TEXAS 75206  
PHONE: (214) 731-3226  
FAX: (214) 373-9822  
E-MAIL: MK@KENDALL7.COM  
TEXAS LANDSCAPE ARCHITECT LICENSE NO. 1127
2. APPLICANT:  
SLE-GARLAND, LP  
3120 ROGERDALE, SUITE 150  
HOUSTON, TEXAS 77042  
CONTACT: PIETER KESSELS  
972-544-7553
3. ALL AREAS SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE.
4. ALL REQUIRED TREES FROM THE CITY APPROVED LISTING.

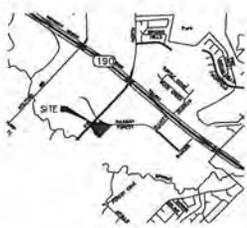
**E OWNER'S REPRESENTATIVE**

PIETER KESSELS  
TURCOTTE DEVELOPMENT COMPANY  
5401 SHERRY LANE  
SUITE 755  
DALLAS, TEXAS 75225  
PHONE: (972) 544-7553  
E-MAIL: PK@TURCOTTEDEVELOPMENT.COM



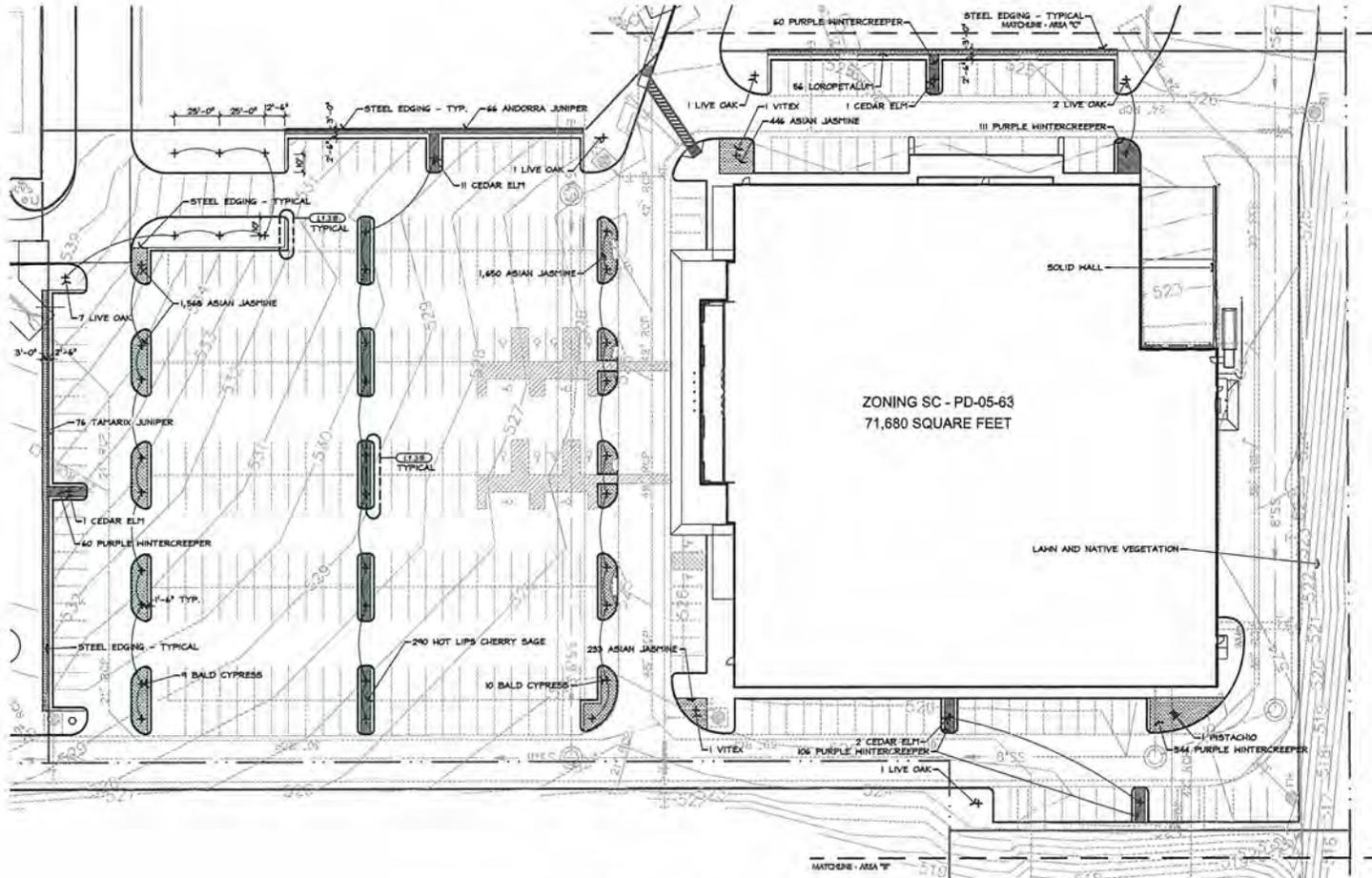
ACADEMY SPORTS + OUTDOORS  
GARLAND, TEXAS

**C LOCATION MAP**



**LEGEND**

EXHIBIT E



**A LANDSCAPE PLAN - AREA A**

1" = 30'



CITY CASE NUMBER 110927-1



12.05.12  
CITY COMMENTS - 11.30.12  
CITY COMMENTS - 12.05.12

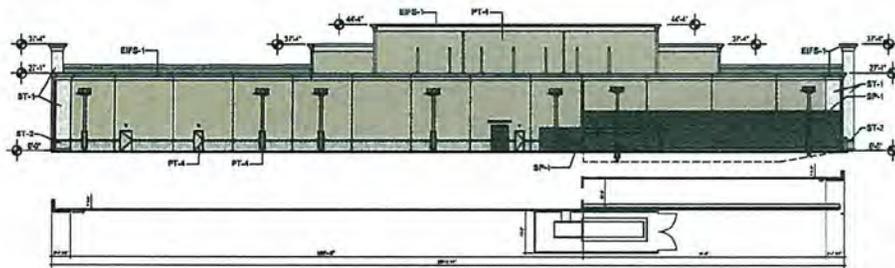
14 NOVEMBER 2012

LANDSCAPE PLAN  
AREA "A"

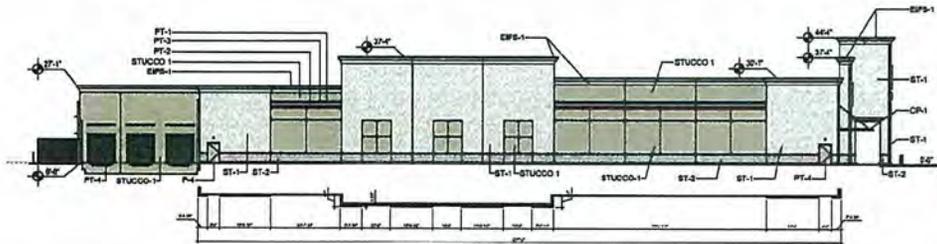
L1.1



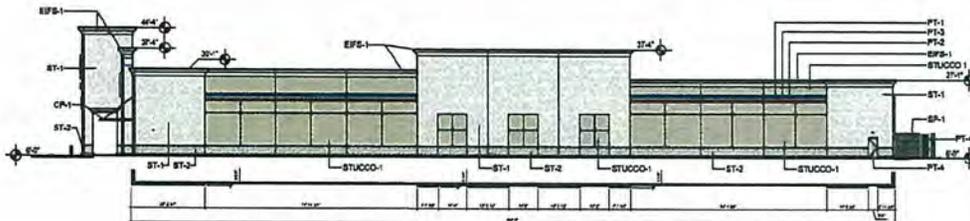
SURFACE AREA - 10,170 SQFT  
 STONE 1 - 5,051 SQFT - (50%)  
 STONE 2 - 752 SQFT - (8%)  
 STUCCO - 2777 SQFT - (27%)  
 EIFS - 791 SQFT - (8%)  
 GLASS - 490 SQFT - (4%)  
**1 - FRONT / WEST ELEVATION**



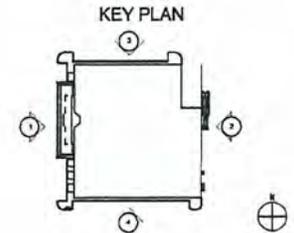
SURFACE AREA - 7,720 SQFT  
 STONE 1 - 376 SQFT - (4.9%)  
 STONE 2 - 666 SQFT - (7.9%)  
 SPLIT FACE - 1,242 SQFT - (16%)  
 STUCCO - 4,730 SQFT - (61%)  
 EIFS - 674 SQFT - (9%)  
**2 - EAST ELEVATION**



SURFACE AREA - 8,901 SQFT  
 STONE 1 - 3,714 SQFT - (42%)  
 STONE 2 - 801 SQFT - (9%)  
 STUCCO - 2,837 SQFT - (42%)  
 EIFS - 717 SQFT - (8%)  
**3 - NORTH ELEVATION**



SURFACE AREA - 8,738 SQFT  
 STONE 1 - 3,835 SQFT - (44%)  
 STONE 2 - 823 SQFT - (9%)  
 STUCCO - 3,309 SQFT - (41%)  
 EIFS - 717 SQFT - (8%)  
**4 - SOUTH ELEVATION**



**ACADEMY'S STANDARD COLORS**

**PAINT SELECTIONS**

PT-1 SW CM ACADEMY BLUE  
 PT-2 SW2811 POMPEII RED  
 PT-3 SW7005 PURE WHITE  
 PT-4 SW CM SANDLEWOOD

**GLAZING SYSTEMS**

SF-1 ALUMINUM AND GLASS SYSTEM - CLEAR ANOD

**CORNICE & TRIM**

EPS-1 ALABASTER

**CANOPY**

CP-1 ALUMINUM CANOPY

**MASONRY**

ST-1 WHITE LIMESTONE FIELD  
 ST-2 DARK LIMESTONE WATER TABLE  
 SP-1 SPLIT FACE MASONRY BLOCK - LIMESTONE COLOR

**WALLS**

STUCCO 1 - STUCCO FINISH COAT - SANDLEWOOD  
 STUCCO 2 - STUCCO FINISH COAT - WHITE

**Academy**  
 SPORTS+OUTDOORS

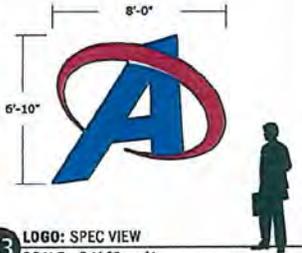
PROPOSED FACADE PLAN  
 SCALE - 3/32" = 1'-0"  
 12/5/12  
 GARLAND, DALLAS COUNTY

**ARCHITECT**  
 LEVINSON ALCOGGER ASSOCIATES, L.P.  
 1177 WEST LOOP SOUTH, SUITE 800  
 HOUSTON, TX 77027-0006  
 ATTN: CARL E. PENLAND, A.I.A.



**B1 B2** CHANNEL LETTERS: SPEC VIEW  
SCALE: 1/8" = 1'

- "Academy"**
- Fabricate and install one (1) set internally illuminated Channel Letters;
  - Faces to be pan-formed 732B white acrylic, overlaid with 3M 3630-97 Bristol Blue translucent vinyl with white outline
  - Letters to have 5" sidewalls painted white with 1" white retainer-5/8" Retainer Face & 5/8" Show-Thru Outline
  - Penetrations to be in middle of letters, above roof-line
- "Sports" / "Outdoors" & "+"**
- Fabricate and install one (1) set internally illuminated Channel Letters;
  - Faces to be 732B White acrylic, overlaid with 3M 3630-33 Red translucent vinyl with white outline.
  - "SPORTS" / "OUTDOORS" to have 5" .063 Aluminum Sidewalls painted red, 1" red Jewelle trincap and 5/8" Show-Thru Outline
  - "+" to have 5" .063 Aluminum Sidewalls painted blue, 1" blue Jewelle trincap and 5/8" Show-Thru Outline
  - Letters to be LED illuminated, Transformers Self-Contained; 277 Volts
  - Penetrations to be at tops of letters, above roof-line
- "Logos"**
- Fabricate and install two (2) internally illuminated logos;
  - Faces to be 732B White acrylic, overlaid with 3M 3630-33 Red & 3M 3630-97 Bristol Blue translucent vinyl with white outline.
  - Letters to have 5" .063 Aluminum Sidewalls painted white and 1" white retainer-5/8" Retainer Face & 5/8" Show-Thru Outline
  - Penetrations to be in middle of letters, below roof-line



**B3** LOGO: SPEC VIEW  
SCALE: 3/16" = 1'

TOTAL SQ FT. 54.64

This Sign Is Intended To Be Installed In Accordance With The Requirements Of Article 600 of The National Electrical Code And/or Other Applicable Local Codes. This Includes Proper Grounding And Bonding Of Sign.

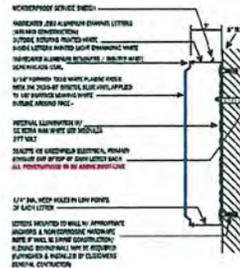
277v

EXHIBIT G



**B1** ACADEMY: SAMPLE LETTER  
SCALE: N.T.S.

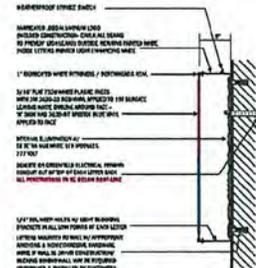
**B2** SPORTS+OUTDOORS: SAMPLE LETTER  
SCALE: N.T.S.



**B1** ACADEMY: SECTION  
SCALE: N.T.S.



**B2** SPORTS+OUTDOORS: SECTION  
SCALE: N.T.S.



**B3** LOGO: SECTION  
SCALE: N.T.S.



**B1 B2** CHANNEL LETTERS: ELEVATION  
SCALE: 3/16" = 1'

TOTAL SQFT. 299.2



Start Date: 11/29/12  
Last Revision: 000000  
Job#: 92-4785  
Drawing #: 92-4785v2s1

Design Rep.  
Michael Phillips  
Sales Rep.  
Jim Deakitt

Client Approval

Landlord Approval

**UL INSTALLATION REQUIREMENTS:**  
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.





# City Council Item Summary Sheet

Work Session

Date: January 22, 2013

Agenda Item

## Establish Compensation for Municipal Judges

### Summary of Request/Problem

Council previously discussed that the calendar year 2013 salary for the Chief Municipal Judge, Robert Beasley, will be \$114,854 and a contribution in the amount of \$1,200 shall be made to his "Section 457" or other deferred compensation plan offered through the City. The calendar year 2013 salary for Associate Municipal Judge, Sonja Galbraith, will be \$105,255 and a contribution in the amount of \$1,200 shall be made to her "Section 457" or other deferred compensation plan offered through the City.

### Recommendation/Action Requested and Justification

Approve a resolution establishing compensation for the chief Municipal Court Judge and Associate Municipal Judge.

Submitted By:

Approved By:

William E. Dollar  
City Manager

**RESOLUTION NO.**

**A RESOLUTION ESTABLISHING COMPENSATION FOR THE CHIEF MUNICIPAL COURT JUDGE AND ASSOCIATE MUNICIPAL JUDGE; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1**

That for the calendar year 2013, the salary for the Chief Municipal Judge, Robert Beasley, is \$114,854.00, and a contribution in the amount of \$1,200.00 shall be made to his "Section 457" or other deferred compensation plan offered through the City.

**Section 2**

That for the calendar year 2013, the salary for Associate Municipal Judge, Sonja Galbraith, is \$105,255.00, and a contribution in the amount of \$1,200.00 shall be made to her "Section 457" or other deferred compensation plan offered through the City.

**Section 3**

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE CITY OF GARLAND, TEXAS**

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

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Date: January 22, 2013

Agenda Item

## ENGINEERING SERVICES AGREEMENT TO URS CORPORATION ON TMPA ROYSE-GREENVILLE INTERCHANGE 138KV TRANSM LINE RELOCATE

### Summary of Request/Problem

The purpose of this request is to approve a Resolution for issuing an Engineering Services Agreement to URS Corporation for the surveying, geotechnical, and engineering services for the re-routing of a section of the de-energized Royse-Greenville Steam Interchange 138kV transmission line located along the south parkway of Highway 380, approximately 1 mile west of Highway 69 within the city limits of Greenville, Texas for a lump sum amount of \$130,000.00. (Includes \$15,000 Contingency for unforeseen design requirements).

The engineering and design provides for a constant delivery of reliable City services and a sustainable quality development and redevelopment to support growth in Garland, Texas.

### Recommendation/Action Requested and Justification

Authorize the City Manager, or his representative, to execute an Engineering Services Agreement to URS Corporation in the lump sum amount of \$130,000.00 (includes \$15,000.00 for contingency).

**Submitted By:**

**Jeff Janke**  
GP&L Managing Director

**Approved By:**

**William E. Dollar**  
City Manager

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH URS CORPORATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1**

That the City Manager, or his representative, is hereby authorized to execute an Engineering Services Agreement with URS Corporation for a lump sum amount of \$130,000.

**Section 2**

That this Resolution shall take effect immediately upon and after its adoption and approval.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2013

**THE CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**GARLAND POWER & LIGHT  
ENGINEERING SERVICES AGREEMENT  
TMPA ROYSE-GREENVILLE INTERCHANGE  
138 kV TRANSMISSION LINE  
GREENVILLE INDUSTRIAL PARK WEST  
TRANSMISSION LINE RELOCATION  
SOW# COG001**

This Engineering Services Agreement (“Agreement”) is made and entered by and between the City of Garland, Texas, (the “City”) a home rule municipality with an electric department operating an electric system (the “System”) known as Garland Power & Light (“GP&L”) and **URS Corporation** (“Engineer”), a Nevada corporation.

**Section 1. Master Agreement - Scope of Work.**

The City retains Engineer to provide surveying, geotechnical, and engineering services for the re-routing of a section of the de-energized Royse-Greenville Steam Interchange 138kV transmission line located along the south parkway of Highway 380, approximately 1 mile west of Highway 69 within the city limits of Greenville, Texas for a lump sum amount of **\$115,000.00** per the attached scope of work dated December 18, 2012.

The scope of work consists of removing three (3) tangent structures 19-1, 19-2, and 19-3, installing two (2) new steel dead-end structures, and installing four (4) steel tangent structures along the new alignment. The existing segment of approximately 1,900’ will be re-routed to a new alignment of approximately 2,700’.

**Section 2. Services to be Provided; Responsibilities of Parties.**

(A) Unless expressly limited or excluded by the Scope of Work, Engineer shall provide, at a minimum, the following services and have the following responsibilities in connection with each Scope of Work approved by the City. In that connection, the Engineer shall:

(1) Refer to attached proposal dated December 18, 2012 for scope, procedures, deliverables, and schedule.

(B) City shall:

(1) Provide such pertinent details and information as may be within the possession of the City to the Engineer in the performance of the requested Scope of Work.

(2) Provide assistance and input as required at appropriate times in order for the Engineer to complete tasks as assigned.

**Section 3. Compensation.**

(A) *Basic Services:* The City shall pay Engineer only in accordance with the rates and the not-to-exceed limitations contained in the Scope of Work on a time and materials basis. The City shall not be obligated to pay

Engineer for any services, expenses, reimbursables, or other costs in excess of the not-to-exceed amount specified in the Scope of Work unless Engineer has obtained the express, written consent of the City prior to the commencement of services or incurring the expenses claimed. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

The total cost of this Agreement is a lump sum amount of **ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00)** without further discussion/approvals of City (GP&L) staff.

The Total Agreement Cost is comprised of the following:

Agreement Base Amount: \$115,000.  
CONTINGENCY Amount: \$ 15,000.  
Total Agreement Amount: \$130,000.

**CONTINGENCY:** Contingency amount of \$15,000.00 is for unforeseen changes or additional items of work to complete the project, authorized at the **sole discretion** of the City (GP&L).

The "contingency" expenditures must be approved in writing by CITY (GP&L) staff prior to starting work.

(B) *Billing Period:* The Engineer may submit monthly, or less frequent, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Engineer shall reference the "Scope of Work" number (e.g. **COG001**) on each invoice submitted to GP&L for payment. Subject to Chapter 2251, Texas

Government Code (the "Prompt Payment Act") payment is due within thirty (30) days of the City's receipt of the invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act. **[NOTE: Engineer shall notify GP&L, in writing, when ninety percent (90%) of the total not-to-exceed amount has been invoiced.]**

(C) *Reimbursable Expenses:* City agrees to pay the actual, necessary and reasonable expenses incurred by Engineer in performing services under this Agreement, or to reimburse Engineer for such expenses, as the case may be, for those expenses that the City has given prior approval such as long distance telephone and fax, postage and courier costs, copying costs, out-of-area travel, and related business expenses (such expenses not to exceed \$100.00 without the prior approval of the City).

(D) *Special Services:* Compensation for "special services" shall be based on the Engineer's established hourly rates which shall be stated in or attached to the Scope of Work. Statements for special services may only be submitted on a monthly basis. Engineer shall advise the City in advance if the Engineer contends that a particular service falls into the "special services" category. No service shall be compensated as a special service unless and until approved by the City. The City shall promptly determine whether a service constitutes a special service so that work shall not be unreasonably delayed. As used in this Agreement, the term "special services" means:

(1) Preparation of any special

reports required for the marketing of bonds or certificates of obligation.

(2) Appearances before regulatory agencies other than the City.

(3) Assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the Project and not involving the alleged fault of the Engineer.

(4) Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules, earnings, and expense statements; preparation of special feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by the City.

(5) Detailed mill, shop, and laboratory inspection of materials or equipment.

(6) Preparation of estimates and engineer's rolls necessary for special assessments.

(7) Additional copies of reports and specifications (over the agreed number specified in the Scope of Work) and additional blueprint copies of drawings (over the agreed number specified in the Scope of Work).

(8) Preparation of applications and supporting documents for government grants or planning advances for public works projects.

(9) Preparation of

environmental statements and assistance to the City in preparing for and attending public hearings on environmental impact statements.

(E) *Records of Expenses:* Engineer shall maintain reasonably detailed records of all work done on behalf of the City under this Agreement (and any Scope of Work issued pursuant to this Agreement) and of all expenses incurred for which Engineer seeks payment or reimbursement. Engineer shall promptly provide such records to the City upon request for inspection, copying, and audit.

#### **Section 4. Changes to the Project Work; Additional Work.**

(A) *Changes to Work:* Engineer shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Engineer shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* Work that is clearly not within the general description of the Scope of Work and that does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Engineer. If the Engineer is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project

and therefore constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Engineer shall execute a supplemental agreement for the additional work and the City shall compensate the Engineer for the additional work on the basis of the rates contained in the Scope of Work. The not-to-exceed fee shall be adjusted if additional work is approved by the City and performed by the Engineer.

**Section 5. Time of Completion.**

The prompt completion of the Project to which a Scope of Work relates is critical to the reliability and functionality of the System and is of the essence to the performance of this Agreement. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Engineer and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Engineer prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Engineer shall have completed all tasks and services described in the Scope of Work.

Engineer is to complete and submit engineering deliverables within ninety (90) calendar days following the contract execution date with the exception of ROWs.

**Section 6. Professional Liability**

**Insurance.**

Before commencing work under any Scope of Work, Engineer shall obtain, and furnish to the City evidence of, standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 aggregate per year, covering the services provided under this Agreement. Engineer shall maintain such coverage during all phases of work provided under this Agreement and for a period of at least one (1) year after substantial completion of the Scope of Work. The City shall be issued a certificate of coverage that shall provide for a thirty (30) day notice to the City, by certified or registered mail, of cancellation, non-renewal or material alteration in the stated provisions of the policy.

**Section 7. Dispute Resolution.**

Pursuant to subchapter I, Chapter 271, Texas Local Government Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the dissatisfied party to the other party within (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the dissatisfied party not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not reasonable resolve the Claim, in the opinion of the dissatisfied party, the dissatisfied party

shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

**Section 8. Miscellaneous Provisions.**

(A) *Subletting.* The Engineer shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, and after payment to Engineer, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS

ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but, upon payment to Engineer, shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Engineer's Seal.* The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any

estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Engineer shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Engineer acknowledges that Engineer is an independent contractor of the City and is not an employee, agent, official or representative of the City. Engineer shall not represent, either expressly or through implication, that Engineer is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer.

(F) *Non-Collusion.* Engineer represents and warrants that Engineer has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under or

pursuant to this Agreement) for any of the services performed by Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the

occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

**Section 9. Termination.**

(A) This Agreement (which shall include any Scope of Work issued pursuant to this Agreement) may be terminated:

(1) By the mutual agreement and consent of both Engineer and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement, provided said failure continues for thirty (30) days after written notice;

(3) By the City, after thirty (30) days notice in writing to the Engineer, as consequence of the failure of Engineer to perform the services contemplated by this Agreement within said thirty (30) day period;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Engineer.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 9(A)(2) or (3), above, the Engineer shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then

for those services that have been timely and adequately performed by the Engineer considering the actual costs incurred by the Engineer in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another engineer to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 10. Indemnification. Engineer agrees to indemnify and hold the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Engineer - expressly including those arising through strict liability or under the constitutions of the United States or Texas - BUT ONLY TO THE**

**EXTENT ALLOWABLE BY SEC. 271.904(b) OF THE TEXAS LOCAL GOVERNMENT CODE.**

**Section 11. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 12. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 13. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added

automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 14. Waiver.** Either City or the Engineer shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 15. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

**Section 16. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for

either party.

**Section 17. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 18. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 19. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 20. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 21. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 22. Relationship of Parties.** Nothing contained in this Agreement

shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 23. Right To Audit.** City shall have the right to examine and audit after reasonable notice any and all books and records of Seller/Contractor that may relate to this agreement including, without limitation, the performance of Seller/Contractor, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at City's request, be made available at a location designated by City. Seller/Contractor shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by City. Unless otherwise agreed by the parties, such records must be made available to City within five business days. The provisions of this paragraph shall survive the termination of this agreement. **(Revised 11/2008)**

**Section 24. Nondisclosure.** Engineer agrees that any reports, data, documentation or other information given to, prepared by or reviewed by

Engineer or its employees and agents under or in connection with this Agreement may be proprietary, competitive and confidential information of the City. Engineer shall make every reasonable effort to maintain the confidentiality of such information and shall not sell, license, display, distribute, disclose or otherwise make available such information to any third party nor use

such information except as authorized by this Agreement, upon written consent of City or unless authorized or required by law, court order, or pursuant to a subpoena; provided, however, that Engineer may not release information pursuant to a subpoena without first providing the City notice of the subpoena and a opportunity to contest (at the City's sole expense) the release of the information.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY:**

**ENGINEER:**

By: \_\_\_\_\_  
Name: Art Martinez  
Title: Acting Director of Trans. & Dist.  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dev Rastogi, PE  
Title: VP-North Texas/Oklahoma  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jeff Janke  
Title: Managing Director of Electric  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: William E Dollar  
Title: City Manager  
Date: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

**ENGINEER**

Managing Director - GP&L  
Garland Power & Light  
217 N. Fifth Street  
P.O. Box 469002  
Garland, Texas 75046-9002

URS Corporation  
1950 North Stemmons Freeway  
Suite 6000  
Dallas, Texas 75207

# City Council Item Summary Sheet



Work Session

Agenda Item

Date: January 22, 2013

## School Related Traffic Control

### Summary of Request/Problem

The Transportation Department periodically conducts school safety studies to respond to identified problems. This year, these studies indicate that changes to traffic controls are needed on Broadway Boulevard for students attending South Garland High School and Buckingham Road for students attending North Garland High School.

This item was considered by Council at the January 7, 2013 Work Session.

The following changes are proposed.

#### Broadway Boulevard

Install a school zone on Broadway Boulevard from Colonel Drive to 775 feet north of Colonel Drive. A proposed crosswalk will be installed at Fairfield Drive and will be equipped with Rectangular Rapid Flashing Beacons (RRFB's).

#### Buckingham Road

Extend the west end of the school zone on Buckingham Road in front of North Garland High School an additional 160 feet further west. A proposed crosswalk will be installed at Clearview Drive and will be equipped with Rectangular Rapid Flashing Beacons (RRFB's).

### Recommendation/Action Requested and Justification

Adopting the proposed school traffic control changes will enhance the safety of school children, parents, and motorists in the vicinity South Garland High School and North Garland High School.

**Submitted By:**

**Paul Luedtke**  
Director of Transportation

**Approved By:**

**William E. Dollar**  
City Manager

**ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTION 33.28, PARAGRAPHS C OF ARTICLE III, "SPEED REGULATIONS", OF CHAPTER 33, "TRANSPORTATION", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; AND PROVIDING A PENALTY CLAUSE, A SAVINGS CLAUSE, AND A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:**

**SECTION 1**

That Section 33.28, Paragraph C, "Prima facie maximum speed limit - School zones", of Article III, "Speed Regulations", of Chapter 33, "Transportation", of the Code of Ordinances, City of Garland, Texas, is hereby amended by the addition of the following:

<b><u>Street</u></b>	<b><u>Extent</u></b>
Broadway Boulevard	From Colonel Drive to 775 feet north of Colonel Drive.
Buckingham Road	From Sam Houston Drive to 1149 feet west of Sam Houston Drive.

**SECTION 2**

That Section 33.28, Paragraph C, "Prima facie maximum speed limit - School zones", of Article III, "Speed Regulations", of Chapter 33, "Transportation", of the Code of Ordinances, City of Garland, Texas, is hereby amended by the deletion of the following:

<b><u>Street</u></b>	<b><u>Extent</u></b>
Buckingham Road	Westbound from Sam Houston Drive to 989 feet west of Sam Houston Drive.
Buckingham Road	Eastbound from 50 feet east of Sam Houston Drive to 989 feet west of Sam Houston Drive.

**SECTION 3**

That violation of the provisions of this Ordinance shall constitute a misdemeanor punishable in accordance with Section 10.01 through 10.06 of Chapter 10 of the Code of Ordinances, City of Garland, Texas.

**SECTION 4**

That Chapter 33 of the Code of Ordinances, City of Garland, Texas, shall remain in full force and effect, save and except as amended by this Ordinance.

**SECTION 5**

That the terms and provisions of this Ordinance are severable and are governed by Section 10.01 through 10.06 of the Code of Ordinances of the City of Garland, Texas.

**SECTION 6**

That this Ordinance shall become and be effective on and after the date of adoption and publication in accordance with law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_

**THE CITY OF GARLAND, TEXAS**

By: \_\_\_\_\_  
**Mayor**

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Date: January 22, 2013

Agenda Item

## Project Supplemental Agreement with Dallas County Miller Road Bridge from Centerville Road to Dexham Road

### Summary of Request/Problem

The 2004 Bond Referendum and the approved 2012 CIP included funds to “partner” with Dallas County in the reconstruction and widening of the Miller Road Bridge from Centerville Road to Dexham Road in Rowlett.

A Project Supplemental Agreement with Dallas County is required to be approved by the City to formally establish the financial responsibilities of the City and Dallas County. The City’s expected share is \$621,843 plus utility improvements. The expected shares of the other agencies participating in the project are: Texas Department of Transportation - \$9,949,496.00; Dallas County - \$1,243,689.00 and the City of Rowlett - 621,843.00.

This item was considered by Council at the January 7, 2013 Work Session.

### Recommendation/Action Requested and Justification

Adopt a Resolution that authorizes the City Manager to execute the agreement.

**Submitted By:**

**Michael C. Polocek, P.E.  
Director of Engineering**

**Approved By:**

**William E. Dollar  
City Manager**

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SUPPLEMENTAL AGREEMENT WITH DALLAS COUNTY FOR ROADWAY AND BRIDGE IMPROVEMENTS TO MILLER ROAD FROM CENTERVILLE ROAD TO DEXHAM ROAD (ROWLETT); AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1**

That the City Manager is hereby authorized to execute a Project Supplemental Agreement with Dallas County for roadway and bridge improvements to Miller Road from Centerville Road to Dexham Road, in the City of Rowlett for an estimated amount of \$621,843.00.

**Section 2**

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

**PASSED AND APPROVED** this the 22<sup>nd</sup> of January, 2013.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Date: 1/22/13

Agenda Item

## 2013 Proposed CIP Public Hearing

### Summary of Request/Problem

A Public Hearing will be held on the 2013 Proposed Capital Improvement Program (CIP). At the Public Hearing, all interested persons will be given the opportunity to be heard for or against the Proposed program. The 2013 Proposed CIP has been available for public inspection in the City's libraries, the City Secretary's Office, and on the City's website since January 16<sup>th</sup>, 2013.

### Recommendation/Action Requested and Justification

Receive public comment.

**Submitted By:**

**Ron Young**  
Director of Budget & Research

**Approved By:**

**William E. Dollar**  
City Manager



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: January 22, 2013

## Boards and Commissions

### Summary of Request/Problem

Council is requested to consider appointments to Boards and Commissions.

### Recommendation/Action Requested and Justification

Submitted By:

Approved By:

William E. Dollar  
City Manager



# Board & Commission Application

Please Print or Type. **PLEASE DO NOT SEND RESUME.**

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Board or Commission of first, second, and third choice: (Utility Advisory Board has a separate application)

- Board of Adjustment
- Building and Fire Codes Board
- Citizens Environmental and Neighborhood Advisory Committee
- Community Multicultural Commission
- Electrical Board
- Garland Cultural Arts Commission
- Garland Youth Council
- Housing Standards Board
- Library Board
- Parks and Recreation Board
- Plan Commission \*
- Plumbing and Mechanical Codes Board
- Senior Citizens Advisory Committee

CITY OF GARLAND  
RECEIVED  
JAN 03 2013  
CITY SECRETARY

Full Name: Frances Delois Gooch Smith  
 Home Address: 538 Santa Cruz Dr Bus. Address: N/A  
 City, State, Zip: Garland, TX City, State, Zip: 75043  
 Home Phone: 972-682-5066 Phone (Other): 972-977-8083  
 Email Address: Smithfrances49@yahoo.com  
 Resident of Garland for 46 years Resident of Texas for 70 years

Are you a registered voter in Dallas County?  Yes  No  
 Voter Registration No. 1083039933 Precinct No. 1720 City Council District No. 4  
 Have you ever been convicted of a felony?  Yes  No  
 Have you ever been convicted of a Class A misdemeanor?  Yes  No

Please list any experience that qualifies you to serve in the areas you have indicated.  
Love my neighborhood and street I live, staying in touch w/my city councilman to make sure rules are not broken  
 If you have served on a City Board or Commission, please specify and list dates of service.

I served on the planning committee for a time - appointed by Rick Howard  
forgot the yr.  
 List civic or community endeavors with which you have been involved.

Member of NAACP organization (former member) Chartered Member of Mt. Hebron Baptist Church Scholarship Committee,

What is your educational background?  
BS in Education (double major) from ETSU & Texas A&M Special Ed/Elem. Ed.  
 What is your occupational experience?  
Reading Specialist - Taught in GISD for 28 or more years. Head + Debs member of New members for Christ organization help participants prepare their speeches  
Retired substitute teacher

\* Plan Commission members must own property within the city.  
 I hereby affirm that all statements herein are true and correct. Frances D. Smith  
 Signature of Applicant

### FOR OFFICE USE ONLY

Ad Valorem Tax Status Current  Past Due \_\_\_\_\_  
 Status of Utility Accounts Current  Past Due \_\_\_\_\_  
 Suit/Claim Filed in City Secretary's Office Yes \_\_\_\_\_ No \_\_\_\_\_

Signatures  
JP 1/8/13  
 Tax Clerk  
JP 1/2/13  
 Accounting Clerk  
JP 1/8/13  
 City Secretary

Date Appointed \_\_\_\_\_  
 Appointed By \_\_\_\_\_  
 Date Notified \_\_\_\_\_  
 Date Disclosure Form Filed \_\_\_\_\_