

# **AGENDA**

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

**City of Garland**

**Council Chambers, City Hall**

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

**March 6, 2012**

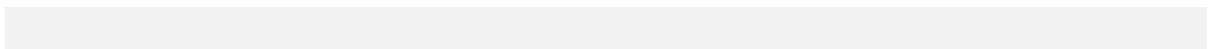
**7:00 p.m.**

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. **BRaille 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 February 21, 2012 Regular Meeting.

2. Consider approval of the following bids:

- a. Police Vehicles Bid No. 2672-12

Caldwell County Chevrolet	\$117,372.00
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*This request is for the purchase of four vans and two trucks to be used by the Police Department in daily operations.*

- b. Grass Sod Purchase and Installation Bid No. 2740-12

Anderton Grass Inc.	\$111,050.00
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*This request is for the purchase, delivery, and installation of grass sod to restore vegetation in the right-of-way upon completion of alley and street construction projects throughout the City.*

- c. Construction Equipment Bid No. 2781-12

Kirby-Smith Machinery	\$182,715.00
Holt Cat	<u>62,313.00</u>
TOTAL	<u>\$245,028.00</u>

*This request is for the purchase of two excavators and one wheel loader for use by the Water Department in daily operations.*

**d. Peripheral Equipment for Bid No. 2793-12  
New Police Patrol Vehicles**

**GT Distributors, Inc.**

**\$123,024.10**

*This request is for the purchase of peripheral equipment for the new Chevrolet Caprice police patrol vehicles.*

**3. Public hearings were previously conducted for the following zoning cases. Council approved the requests and instructed staff to bring forth the following ordinances for consideration.**

**a. Zoning File No. 11-32, Garland Eastgate**

*Consider an ordinance amending the zoning laws of the City of Garland by approving a change of zoning from Planned Development (PD) Districts 06-37 and 07-70 for Freeway Uses to a Planned Development (PD) District for Multi-Family and Freeway Uses, and a Concept Plan for Multi-Family Uses and Freeway Uses on a 14.6-acre parcel located north of Marketplace Drive, west of Saturn Road.*

**b. Zoning File No. 12-03, Garland Cinema Inc.**

*Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for a Reception Facility on property zoned Shopping Center (SC) District on a 0.5-acre lot located at 3310 W. Walnut Road.*

**c. Zoning File No. 12-04, Perren Gasc**

*Consider an ordinance amending the zoning laws of the City of Garland by approving a change of zoning from Planned Development (PD) District 80-42 for General Business Uses to a Planned Development (PD) District for Commercial-1 Uses, and a Specific Use Permit for an Automotive Repair, Major on a 0.49-acre lot located at 5615 Broadway Boulevard.*

**d. Zoning File No. 12-05, Harrison French & Associates**

*Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for a Retail Sales with Gasoline Pumps*

*on property zoned Shopping Center (SC) District on a 1.6-acre lot located at 2510 Belt Line Road.*

- 4. Consider a resolution approving and funding Neighborhood Vitality Matching Grant projects.**

*At the February 20, 2012 Work Session, Council considered a recommendation from the Community Services Committee and staff for approval of six Neighborhood Vitality Grant applications..*

- 5. Consider a resolution authorizing the City Manager to accept a grant in the amount of \$51,498 through the Victims of Criminal Acts of 1984 grant program.**

*At the March 5, 2012 Work Session, Council was scheduled to consider authorizing the acceptance of a grant in the amount of \$51,498 to fund the continuation of the Victims Assistance Advocacy Program which provides assistance to victims of violent crime and domestic abuse.*

- 6. Consider an ordinance authorizing an amendment to the 2011-12 Operating Budget (Budget Amendment No. 2), providing for supplemental appropriation of funds for various funds of the City.**

*At the March 5, 2012 Work Session, Council was scheduled to consider an amendment to the 2011-12 Operating Budget to provide additional funding for a one-time lump sum distribution of salaries to the various funds of the City. The \$3,561,014 required to cover the increase in appropriations is available due to better than expected results for Fiscal Year 2010-11 and reserve balances in excess of that required by Council for the various fund balances of the City. Of the \$3.6 million required, \$2.3 is required for the General Fund.*

- 7. Consider an ordinance amending Ordinance No. 6515 of the City of Garland to amend the date(s) and time(s) for the run-off election (including early voting) for the May 12, 2012 General Election.**

*As a result of statewide redistricting and attendant litigation, the election officials have changed the date for run-off elections for the May 2012 General Election. The proposed ordinance amends the election ordinance previously approved by Council to reflect those changes.*

- 8. Consider approving by minute action the Injury Leave Extension for Police Officer Mindy Staggs.**

*At the March 5, 2012 Work Session, Council was scheduled to consider approving an Injury Leave Extension for Police Officer Mindy Staggs. During the past year, Officer Mindy Staggs sustained multiple injuries while on duty and performing her duties as a Garland Police Officer. Officer Staggs is not yet able to return to work after multiple medical procedures and/or treatments. Further medical treatment is also required.*

- 9. Consider approving by minute action an employment agreement with William E. Dollar.**

*Council is requested to approve an employment agreement with William E. Dollar to continue his employment in the position of City Manager.*

- 10. Consider approving by minute action an employment agreement with Brad Neighbor.**

*Council is requested to approve an employment agreement with Brad Neighbor to continue his employment in the position of City Attorney.*

- 11. Consider approving by minute action an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.**

*Council is requested to approve an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.*

- 12. Consider approving by minute action the appointment of Robert J. Beasley as chief judge and Sonja H. Galbraith as associate judge of the Garland Municipal Court.**

*Council is requested to approve the appointment of Robert J. Beasley as chief judge and Sonja H. Galbraith as associate judge of the Garland Municipal Court, each for a term of two years commencing on January 1, 2012.*

## 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.

**13. Hold public hearings on the following zoning cases:**

- a. Consider the application of All American Scrap Metal, requesting approval of a Specific Use Permit for a Recycling Center on property zoned Commercial-2 (C-2) District. The property is located at 200 Rayburn Street. (File 12-06)**

*The proposal is for approval of a Specific Use Permit for a Recycling Center on property zoned Commercial-2. At the February 13, 2012 meeting, the Plan Commission (by an 8 to 0 vote) recommended approval of the Specific Use Permit for a period of five years tied to All American Scrap Metal.*

- b. Consider the application of Firewheel Master Partnership Ltd, requesting approval of an amendment to items VII.E.2 and 9 and the accompanying exhibit (Exhibit D) of Planned Development Districts 02-25 and 03-53 regarding regulation of freestanding signs. The property is located north of President George Bush Turnpike and east of Lavon Drive. (File 12-08)**

*The proposal is for approval of an amendment to Planned Development Districts 02-25 and 03-53 regarding the regulation of freestanding signs. At the February 13, 2012 meeting, the Plan Commission (by an 8 to 0 vote) recommended approval of the amendment as recommended by staff.*

**14. 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.*

**15. 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.*

**16. 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, February 21, 2012, in the Council Chambers at City Hall with the following members present:

Mayor	Ronald E. Jones
Mayor Pro Tem	Preston Edwards
Councilmember	Douglas Athas
Councilmember	Laura Perkins Cox
Councilmember	Larry Jeffus
Councilmember	John Willis
Councilmember	Lori Barnett Dodson
Councilmember	Rick Williams
Councilmember	Jim Cahill

STAFF PRESENT:	City Manager	William E. Dollar
	City Attorney	Brad Neighbor
	Interim City Secretary	Elaine Simpson
	Recording Secretary	Brenda Owens

CALL TO ORDER: The meeting was called to order by Mayor Ronald E. Jones. Councilmember Cox led the invocation and the pledge.

CONSENT AGENDA: All items marked with asterisks (\*\*) on the Consent Agenda were voted on at the beginning of the meeting. Motion was made by Councilmember Cox, and second by MPT Edwards to approve Consent Agenda Item #'s: 1, 2, 3a, 3b, 3c, 4, 5, 6, 7, 8 and 9 with supplemental item 9a pulled for additional discussion. Motion carried: 9 Ayes; 0 Nays; and 0 Abstentions.

1. Approved\*\* Consider approval of the minutes of the February 7, 2012 Regular Meeting.

2. Approved\*\* Fleet Fuels - Bid No. 2783-12  
Douglass Distributing Company \$5,200,000  
This is for a term contract to secure long-term pricing and supply for fleet fuels to be utilized by various City departments in daily operations. A fleet fuel contract was previously awarded to Martin Eagle Oil Company through an interlocal agreement with Tarrant County. Due to unfavorable market conditions, Martin Eagle Oil Company submitted a written request to terminate their contract with Tarrant County and the

remainder of the contract was awarded to the secondary supplier, Douglass Distributing Company.

3. Approved\*\*

Public hearings were previously conducted for the following zoning cases. Council approved the requests and instructed staff to bring forth the following ordinances for consideration.

a. Zoning File No. 11-01, Rita Segovia

Ordinance 6516 amending the zoning laws of the City of Garland by approving a house conversion for Sunday School classes on property zoned Single Family-7 (SF-7/G/3) District on a 0.16-acre tract of land located at 409 Freeman Drive.

b. Zoning File No. 12-01, Jupiter Management Group

Ordinance 6517 amending the zoning laws of the City of Garland by approving a change in zoning from Industrial-1 (I-1) District to Commercial 1 (C-1) District on a 2.76-acre tract of land located at 2206 – 2218 South Jupiter Road.

c. Zoning File No. 12-02, Jupiter Shopping Center

Ordinance 6518 amending the zoning laws of the City of Garland by approving a change in zoning from Industrial-1 (I-1) District to Commercial 1 (C-1) District on a 1.03-acre tract of land located at 1417 – 1449 South Jupiter Road.

4. Approved\*\*

Resolution 10028 accepting a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

At the February 20, 2012 Work Session, Council was scheduled to consider authorizing the acceptance of a TxDOT STEP Impaired Driving Mobilization Grant consisting of driving while intoxicated enforcement in the amount of \$31,868.50. The required enforcement period will be March 2012 – September 2012.

5. Approved\*\*

Resolution 10029 providing for the redemption of certain outstanding City of Garland, Texas, Tax Notes, Series 2011; and resolving other matters incident and related to the redemption of such obligations.

At the February 6, 2012 Work Session, Council considered authorizing the early redemption of \$5,400,000 of tax notes on March 1, 2012. At the time Council approved the issuance of tax notes on September 6, 2011, it was contemplated that the City would exercise the call provision to redeem the notes on March 1, 2012 prior to their scheduled maturity date of November 15, 2012.

6. Approved\*\*

Resolution 10030 authorizing the Interim City Secretary to enter into an election services contract for the administration of a general election, and if needed, a runoff election.

The proposed contract with Dallas County is to conduct the City of Garland General Election on May 12, 2012 for the purpose of electing Council members for Districts 1, 2, 4, and 5. Due to litigation involving the state redistricting maps, Dallas County Elections Administration Office is unable to provide cost estimates at this time for the May election. Estimated costs should be available within the next few weeks. The City has budgeted \$54,000 for election expenses in the 2011-12 budget. The initial contract payment is due on February 28, 2012.

7. Approved\*\*

Resolution 10031 authorizing the City Manager to execute an engineering services agreement with Surveying and Mapping, Inc., for \$180,000 to provide a boundary and LIDAR survey of the Olinger – Greenville Interchange 138kV Transmission Line Reconstruction Project. The engineering services are necessary as the transmission interchange has reached its serviceable life. The City needs to increase the lines capacity to a larger conductor and complete the extension of communication capabilities by installing fiber optical ground wire.

8. Approved\*\*

Resolution 10032 authorizing the City Manager to execute a Professional Services Agreement with Burns & McDonnell

Engineering Company, to provide all engineering design services, construction support, bid assistance, geotechnical investigation services, construction staking, and other engineering services as required to complete the Olinger – Greenville 138kV Interchange Transmission Line Reconstruction Project.

9. Approved\*\*

Resolution 10033 suspending the March 6, 2012 effective date of Atmos Energy Corp., Mid-Tex Division requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with Atmos Cities Steering Committee and other cities in the Atmos Energy Corp., Mid-Tex Division Service Area to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; requiring notice of this resolution to the company and legal counsel. The resolution suspends the effective date of the rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Atmos Cities Steering Committee, to evaluate the filing, determine whether the filing complies with law, and if lawful to determine what further strategy to pursue.

9.a. Postponed

*\*Supplemental Agenda item\** Consider approving by minute action authorizing the City Manager to execute a consulting agreement with Ray Schwertner. At the January 3, 2012 Executive Session, Council discussed the reassignment of Ray Schwertner, the Managing Director of Electric Utility, to a consulting basis. Council Member Douglas Athas and Mayor Pro Tem Preston Edwards requested that the proposed consulting agreement between the City and Ray Schwertner be placed on the consent agenda for Council approval.

City Manager Dollar discussed some proposed changes to proposed contract. Mr. Schwertner answered questions, including whether he would be agreeable to a two-week postponement in order that Council members be given more time to review the changes negotiated earlier today.

Motion by Council Member Cox, 2<sup>nd</sup> by Council Member Dodson to postpone consideration of this contract for two weeks to next meeting date. Motion passed 5-4.

Ayes: Jones, Cox, Willis, Dodson, and Cahill

Nays: Athas, Edwards, Jeffus and Williams

Motion passes 5-4

10. Held

Hold a public hearing regarding the 2012 Proposed Capital Improvement Program. Persons were given the opportunity to be heard for or against the proposed 2012 Proposed Capital Improvement Program (CIP).

Mayor Jones opened the Public Hearing at 7:35 p.m.

No speakers.

11. Approved

Ordinance #6519 approving the 2012 Proposed Capital Improvement Program. On January 17, 2012, Council was presented the 2012 Proposed Capital Improvement Program (CIP). The following day copies of the Proposed CIP were made available for public inspection at the City Libraries, City Secretary's Office, and on the City's website. A public hearing was also held on February 7, 2012. Council held a Special Budget Work Session on January 24, 2012 to review the proposed program and held discussions on the CIP at the February 6, 2012 Work Session.

Motion by Council Member Cox and seconded by Council Member Dodson to close the Public Hearing and to approve the CIP as presented.

Vote on the motion: motion carried by 8-1 vote.

Ayes: Athas, Cox, Edwards, Jeffus, Willis, Dodson, Cahill and Jones

Nay: Williams

12.a. Held and approved.

Consider the application of Garland Eastgate LP, (Zoning File # 11-32) requesting approval of 1) a change of zoning from Planned Development (PD) Districts 06-37 and 07-70 for Freeway Uses to a Planned Development (PD) District for Multi-Family Uses and Freeway Uses, 2) a Concept Plan for

Multi-Family Uses and Freeway Uses, 3) a variance to Section 12-530 of Comprehensive Zoning Ordinance 4647 regarding off-street parking requirements for property located north of Marketplace Drive, west of Saturn Road. Proposal is for approval of a change of zoning from Industrial 1 to a Commercial 1 District. At the January 23, 2012 meeting, the Plan Commission (by a 7 to 2 vote) recommended approval of 1) a change of zoning, 2) a Concept Plan for Multi-Family Uses and Freeway Uses, 3) variances to roof pitch and vaulted ceilings, multi-family building placement, landscape buffers along thoroughfares, site landscaping and perimeter screening, and 4) a variance regarding off-street parking requirements as recommended by staff.

Neil Montgomery, Senior Managing Director of Development Services presented the staff report.

Mayor Jones opened the public hearing at 7:38 p.m. Speaking on this item were the applicants: Kim Wise with Provident Realty Advisors and Michael Clark and Jeff Good with Garland Eastgate, LP.. Nearby property owner Don E. Howard III registered to speak against, but after hearing all testimony, indicated to Council that he would like to see the proposal that the applicants will present if they are approved for this zoning change.

Motion by Councilman John Willis, 2<sup>nd</sup> by Council Member Lori Dodson, to close the public hearing at 8:25 p.m. and to approve request as presented, with changes under Sec. V, to strike out following permitted uses: Automotive Repair, minor, Tire Dealer/Tire repair, Transit Station and a modification that any Retail Sales with Gas Pumps would require an SUP.

Vote on the motion: Motion carries 7-2.

Ayes: Williams, Willis, Cox, Dodson, Athas, Cahill, Jones

Nays: Edwards, Jeffus

12.b. Held and approved

Consider the application of Garland Cinema Inc, (Zoning file # 12-03) requesting approval of 1) a Specific Use Permit for a Reception Facility on property zoned Shopping Center (SC)

District, and 2) a variance to Section 12 (12-530) of Comprehensive Zoning Ordinance 4647 regarding off-street parking requirements. The property is located at 3310 W. Walnut Street. The proposal is for approval of a Specific Use Permit for a Reception Facility on property zoned Shopping Center. At the January 23, 2012 meeting, the Plan Commission (by a 9 to 0 vote) recommended approval of the Specific Use Permit for a period of five years tied to Sanjay Chandrahas. The hours of operation were modified to 6 p.m. to 2 a.m. on weekdays and noon to 2 a.m. on weekends and days when school is not in session.

Neil Montgomery, Senior Managing Director of Development Services presented the staff report.

Mayor Jones opened the public hearing at 8:25 p.m. Speaking on this item was the applicant Sanjay Chandrahas. He requested that the approved hours of operation be 6 p.m. to 2 a.m. on weekdays (same as P&Z approved) but earlier - 6 a.m. to 2 a.m. on weekends and days when school is not in session. He explained that he enjoyed showing movies to church groups that would come in early on Sunday mornings and that he enjoyed showing movies to students during the day when school is not in session. There was a discussion about hours for alcohol to be served - Mr. Chandrahas agreed that the business would not serve alcohol before 6 p.m.

Motion by Council Member Dodson, 2<sup>nd</sup> by Council Member Jeffus, to close the public hearing and to approve request as presented, with changes to the approved hours of operation: weekdays = 6 p.m. – 2 a.m., weekends, Sundays, holidays, Christmas break or other GISD holidays when school is not in session = 6 a.m. to 2 a.m. and with agreement from the applicant, Sanjay Chandrahas, that there will be no alcohol served before 6 p.m..

Vote on the motion:  
Motion carries unanimously 9-0.

12.c. Held and approved

Consider the application of Perren Gasc, (Zoning File #12-04) requesting approval of 1) a change of zoning from Planned Development (PD) District 80-42 for General Business Uses to

Commercial-1 District, and 2) a Specific Use Permit for Automotive Repair, Major. The property is located at 5615 Broadway Boulevard. The proposal is for approval of 1) a change of zoning from Planned Development 80-42 for General Business Uses to a Planned Development for Commercial-1 Uses and 2) a Specific Use Permit for Automotive Repair, Major to allow for an AAMCO Transmission shop. At the January 23, 2012 meeting, the Plan Commission (by an 8 to 1 vote) recommended approval of 1) a Planned Development for Commercial 1 (C-1) uses striking the uses listed by staff in addition to those proposed by the applicant, and allowing Transmission Repair as the only Major Automotive Repair use and 2) a Specific Use Permit for Automotive Repair, Major (Transmissions only) for a period of ten years tied to AAMCO Transmission.

Neil Montgomery, Senior Managing Director of Development Services presented the staff report.

Mayor Jones opened the public hearing at 8:35 p.m. Speaking on this item was Austin Schenkel, representing the applicants (AAMCO). Mr. Schenkel addressed Council concerns by clarifying that there would be no wrecked and disabled vehicles in the parking lot to be unsightly. Since the work is done to the transmissions, customarily the vehicles are not wrecked.

Motion by Council Member Larry Jeffus, 2nd by Council Member Rick Williams, to close the public hearing and to approve request as presented.

Vote on the motion:  
Motion carries unanimously 9-0.

12.d. Held and approved

Consider the application of Harrison French & Associates, for 7-Eleven, Inc, (Zoning File Z #12-05) requesting approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Shopping Center (SC) District. The property is located at 2510 Belt Line Road. The proposal is for approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Shopping Center. At the January 23, 2012 meeting, the Plan Commission (by a 9 to 0 vote) recommended approval of the Specific Use Permit for a period of 20 years tied to 7 – Eleven, Inc.

Neil Montgomery, Senior Managing Director of Development Services presented the staff report.

Mayor Jones opened the public hearing at 8:49 p.m. Speaking in favor was Larae Tucker for 7-Eleven, the applicants. She noted that the company plans to make no significant changes to the property.

Motion by Council Member Williams, 2<sup>nd</sup> by Mayor Pro Tem Edwards, to close the public hearing at 8:52 p.m. and to approve request as presented.

Vote on the motion: motion carried unanimously by 9-0 vote.

13. Citizen comments.

None

There being no further business to come before the City Council, Mayor Jones adjourned the meeting at 8:52 pm.

CITY OF GARLAND

Signed:

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Mayor Ronald E. Jones

Attest:

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Elaine Simpson, Interim City Secretary



# Purchasing Report

## POLICE VEHICLES OPEN MARKET

### PURCHASE JUSTIFICATION:

This request is for the purchase of four (4) vans and two (2) trucks to be used by the Garland Police Department in daily operations. These units were approved in the 2011-12 Equipment Replacement Fund (ERF). They are being purchased from the State of Texas contract, TxMas #071.

### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Caldwell Country Chevrolet	All	\$117,372.00
	<b>TOTAL:</b>	\$117,372.00

### 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: 02/24/2012

Date: 2/29/12

<b>FINANCIAL SUMMARY:</b>	
Total Project/Account: \$ 1,035,068	Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: 2011-12
Expended/Encumbered to Date: 793,366	Document Location: Page 118
Balance: \$ 241,702	Account #: 444-1245-9009
This Item: 117,372	Fund/Agency/Project – Description: Six Vehicles for Police via Equipment Replacement Fund (ERF)
Proposed Balance: \$ 124,330	Comments: State of Texas Contract
Ron P. Tiffany 02/24/12 Budget Analyst Date	
Ron Young 02/24/12 Budget Director Date	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary Bid 2672-12 Replacement Police Vehicles**

**Recommended Vendors:**

Caldwell Chevrolet

**Total Recommended Award:**

\$117,372.00

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this award is to replace existing six (6) vehicles used by Garland Police Department in daily operations.

**Evaluation:**

Pricing was requested from Caldwell Country Chevrolet and Reliable Chevrolet cooperative purchasing agreements.

Caldwell Country Chevrolet offered the best pricing and availability for the City.

**Recommendation:**

Staff recommends awarding the replacement vehicles to Caldwell Country Chevrolet based on pricing, availability and meeting specifications.

**Funding Information:**

444-1245-9009 Funding approved in the 2011-2011 Equipment Replacement Fund

**Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



## Purchasing Report

### **GRASS SOD PURCHASE & INSTALLATION TERM CONTRACT**

**PURCHASE JUSTIFICATION:**

The purpose of this term contract with two (2) renewal options is to provide grass sod for restoring vegetation upon the completion of alley and street construction projects throughout the City. The contract is awarded based on estimated usage, and expenditures may be more or less depending on the actual needs. The unit pricing will remain firm for the first year, and any subsequent price adjustments must be justified and mutually agreed upon.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Anderton Grass Inc.	All	\$111,050.00
<b>TOTAL:</b>		\$111,050.00

**BASIS FOR AWARD:**

**Straight Low Bid**

Submitted by:

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

Reviewed by:

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

Date: 02/24/12

Date: 02/29/12

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$ <u>N/A</u>	Operating Budget: <input type="checkbox"/> CIP: <input type="checkbox"/> Year: _____
Expended/Encumbered to Date: <u>N/A</u>	Document Location: _____
Balance: \$ <u>N/A</u>	Account #: 451-6999
This Item: _____	Fund/Agency/Project – Description: Term Contract –
Proposed Balance: \$ <u>N/A</u>	Comments: Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.
Budget Analyst _____ Date _____	
Budget Director _____ Date _____	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 2740-12** **Term Contract for Grass Sod**

**Recommended Vendor:**

Anderton Grass, Inc.

**Total Recommended Award:**

\$111,050.00

**Basis for Award:**

Straight Low Bid

**Purpose:**

This purpose of this term contract with two (2) renewal options is to provide grass sod to restore vegetation in the right of way upon completion of alley and street construction projects. This contract provides for the purchase, delivery and installation of grass sod to various project locations throughout the City.

**Evaluation:**

Request for Bids was issued per Purchasing Procedures. Nineteen (19) vendors viewed the bid, but only received one (1) response was received from Anderton Grass, Inc.

Anderton's bid is less expensive than the previous contract and is within budget.

**Recommendation:**

Staff recommends awarding the contract to Anderton Grass, Inc.

**Funding Information:**

2011-2012 Budget 831-4693-6051

**Department Director:**

Steve Oliver, P.E., Director of Streets, 972-205-3558



# Purchasing Report

## CONSTRUCTION EQUIPMENT OPEN MARKET

### PURCHASE JUSTIFICATION:

This request is for the purchase of two (2) excavators and one (1) wheel loader for the City of Garland Water Department to be used in daily operations. These units were approved in the 2011-12 Equipment Replacement Fund (ERF) budget. They are being purchased from the Houston-Galveston Area Council Cooperative Purchasing Contract EM-06-09.

### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kirby-Smith Machinery	1 & 2	\$182,715.00
Holt Cat	3	62,313.00
	<b>TOTAL:</b>	<b>\$245,028.00</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

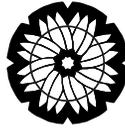
Date: 02/24/12

Date: 02/29/12

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	245,028
Expended/Encumbered to Date:	-0-
Balance: \$	245,028
This Item:	245,028
Proposed Balance: \$	-0-
Ron P. Tiffany	02/27/12
Budget Analyst	Date
Ron Young	02/27/12
Budget Director	Date

Operating Budget: <input checked="" type="checkbox"/>	CIP: <input type="checkbox"/>	Year: 2011-12
Document Location: Page 118		
Account #: 444-4031-9009 444-4125-9009		
Fund/Agency/Project – Description: Two Items for Water and One Item for Wastewater via the Equipment Replacement Fund		
Comments: Houston-Galveston Area Council Cooperative Purchasing Contract		





# GARLAND

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## PURCHASING

### Executive Summary Bid 2781-12 Construction Equipment for Water Department

**Recommended Vendors:**

Kirby-Smith Machinery	\$182,715
Holt Cat	\$62,313
	<hr/>

**Total Recommended Award:** \$245,028

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to purchase two (2) excavators and one (1) wheel loader for the Water Department to use in their daily operations.

**Evaluation:**

Pricing was requested from Kirby-Smith Machinery and Holt Cat respectively. Kirby Smith offered the excavator pricing and Holt Cat offered the wheel loader pricing from the Houston Galveston Area Council (HGAC) Contract EM-06-09.

**Recommendation:**

Staff recommends awarding the purchase of the (2) two excavators to Kirby-Smith Machinery and the purchase of the one (1) wheel loader to Holt Cat meeting all specifications and requirements.

**Funding Information:**

Water and Wastewater Utility Fund accounts 221-4031-9009 and 231-4125-9009

**Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



# Purchasing Report

## PERIPHERAL EQUIPMENT FOR NEW POLICE PATROL VEHICLES OPEN MARKET

### PURCHASE JUSTIFICATION:

This request is for the purchase of peripheral equipment to set up the new Chevrolet Caprice police patrol vehicles. The current fleet consists of Ford Crown Victorias which are no longer being manufactured; consequently, the majority of peripherals will not transfer to the new vehicles. These items were approved in the 2011-12 Equipment Replacement Fund. This purchase is being made from the BuyBoard Cooperative Purchasing Contract #363-10.

### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
GT Distributors, Inc.	All	\$123,024.10
	<b>TOTAL:</b>	\$123,024.10

### BASIS FOR AWARD:

#### Cooperative Purchase

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

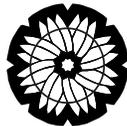
Reviewed by:  
 William E. Dollar  
 \_\_\_\_\_  
 City Manager

Date: 02/24/12

Date: 02/29/12

<u>FINANCIAL SUMMARY:</u>			
Total Project/Account:	\$ 1,035,068	Operating Budget:	<input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: 2011-12
Expended/Encumbered to Date:	910,738	Document Location:	Page 118
Balance:	\$ 124,330	Account #:	444-1245-9009
This Item:	123,024	Fund/Agency/Project – Description:	Peripheral Equipment for New Chevrolet Caprices
Proposed Balance:	\$ 1,306	Comments:	
Ron P. Tiffany	02/24/12		
Budget Analyst	Date		
Ron Young	02/24/12		
Budget Director	Date		





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 2793-12** **Peripheral Equipment for Police Patrol Vehicles**

**Recommended Vendor:**

GT Distributors, Inc.

**Total Recommended Award:**

\$123,024.10

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to equip the newly released Chevy Caprice Police Patrol Vehicles. The current fleet consists of Ford Crown Victorias that are no longer being manufactured, thus the majority of the peripheral equipment will not transfer to the new vehicles.

**Evaluation:**

GT Distributors, Inc. offers the required peripheral equipment through the BuyBoard Cooperative Purchasing Contract 363-10. GT Distributors has been a long time vendor for the City.

**Recommendation:**

Staff recommends purchasing the required peripheral equipment from GT Distributors, Inc.

**Funding Information:**

444-1245-9009 Funding approved in the 2011-2011 Equipment Replacement Fund

**Department Director:**

Mitch Bates, Chief of Police, 972-205-2011



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: March 6, 2012

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 11-32 – Garland Eastgate

### 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 A CHANGE OF ZONING FROM PLANNED DEVELOPMENT (PD) DISTRICTS 06-37 AND 07-70 FOR FREEWAY USES TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR MULTI-FAMILY AND FREEWAY USES, AND A CONCEPT PLAN FOR MULTI-FAMILY USES AND FREEWAY USES ON A 14.6-ACRE PARCEL LOCATED NORTH OF MARKETPLACE DRIVE, WEST OF SATURN ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.**

**WHEREAS**, at its regular meeting held on the 23rd day of January, 2012, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Garland Eastgate, LP**, 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 a change of zoning from Planned Development (PD) Districts 06-37 and 07-70 for Freeway Uses to a Planned Development (PD) District for Multi-Family and Freeway Uses, and a Concept Plan for Multi-Family and Freeway Uses on a 14.6-acre lot located north of Marketplace Drive, west of Saturn Road, 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.**

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 \_\_\_\_\_, 2012.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File 11-32**

Being 14.6 acres identified as a part of land situated in the Soloman Dixon Survey, Abstract No. 408, City of Garland, Dallas County, Texas, and being all of Lot 4, 5 and 6, Block 1 and a portion of Lot 1R2, Block 1 Eastgate No. 1 Fourth Replat, an addition to the City of Garland, Texas according to the plat thereof recorded under Instrument no. 20080057168, Official Deed Records of Dallas County, TX. The property is located north of Marketplace Drive, west of Saturn Road.

## ZONING FILE 11-32

### North of Marketplace Drive, west of Saturn Road

#### Planned Development Conditions

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit the development of Multi-Family Uses and Retail Uses subject to conditions.
- II. **Statement of Effect:** This Planned Development 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 Multi-Family-18 District (multi-family components) and the Freeway (FW) District (retail components) set forth in Section 19, 31, 32 and 47 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
  - A. Concept Plan: Development shall be in general conformance with the Concept Plan as identified as Exhibit C. Should there be any conflict between the Concept Plan and the written conditions below, the conditions shall prevail.
  - B. Detail Plan: Approval of a Detail Plan is required for all development, prior to issuance of a permit for construction.
- V. **Specific Regulations:**
  - A. Permitted Uses: Permitted uses are as follows:
    - Antenna, Commercial Type 2\*
    - Athletic Club/Instruction, Indoor Facilities
    - Commercial Amusements, Indoor\*
    - Convention Facilities
    - Drug Store/Pharmacy
    - Financial Institutions
    - Furniture and Appliance Sales
    - Grocery/Supermarket
    - Home Improvement Center
    - Hospital
    - Hotel/Motel, Full Service
    - Hotel/Motel, Limited
    - Kindergarten, Preschool or Child Care Center
    - Library

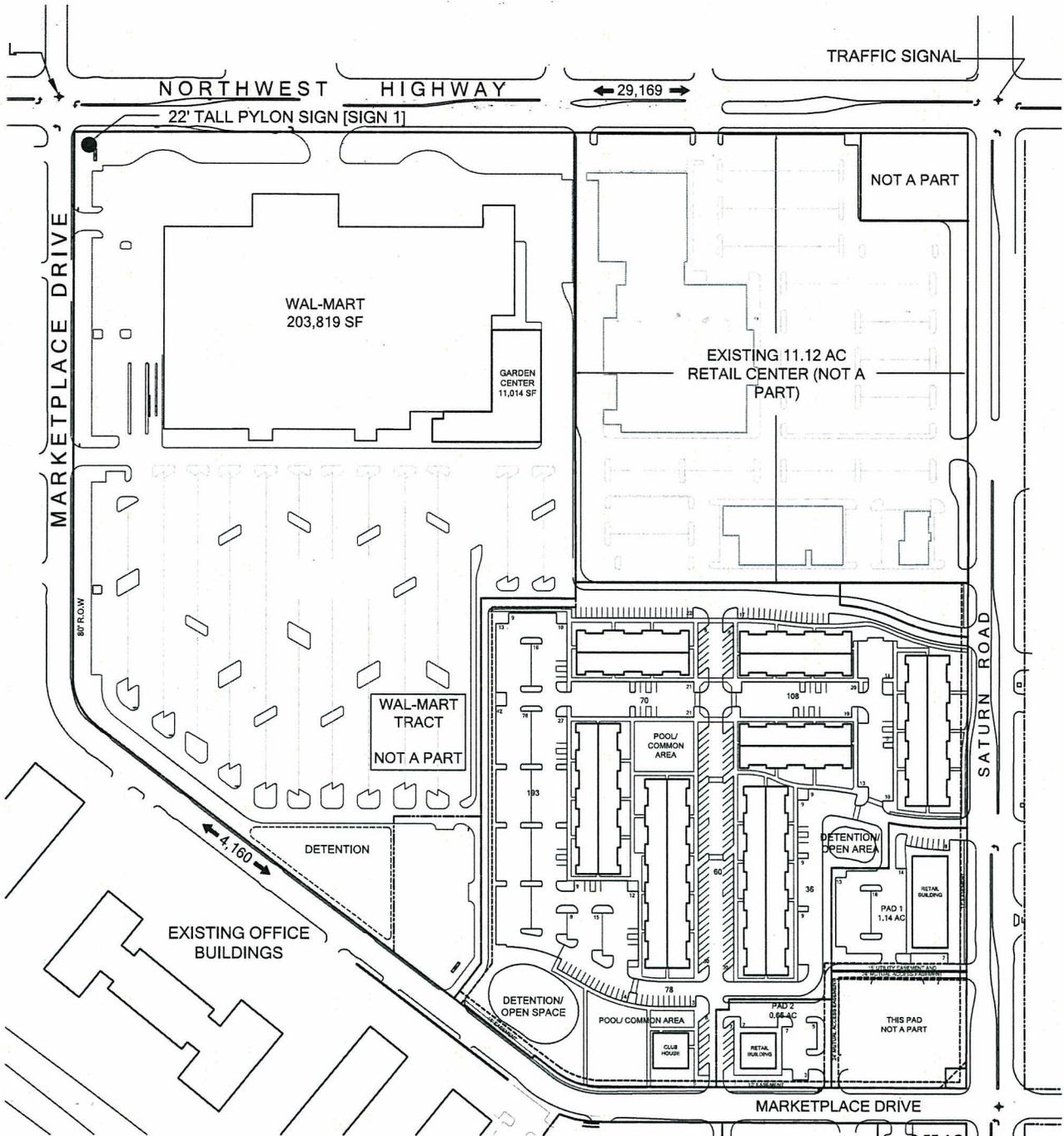
Massage Therapy/Physical Therapy  
Medical and Surgical Appliances  
Movie Theater/Theater\* (not within 500 feet of residential district)  
Museum or Art Gallery  
Multi-Family  
Office Equipment Sales, Repair and Maintenance  
Office, General  
Optical Dispensary  
Parking Garage or Lot, Commercial (ancillary use only)  
Pet Sales and Grooming  
Printer, Small Scale  
Radio, TV, Recording Studios  
Repair and Service Shop (Indoor)  
Restaurant, Drive Thru\*  
Restaurant, General  
Retail Sales with Gas Pumps\*  
Retail Sales/Personal Services

\*Requires Specific Use Permit

- B. Density: The total density shall not exceed 30 units per acre.
- C. Parking: Off-street parking requirement for the multi-family residential development shall be provided at a rate of 1.67 parking spaces per unit. Parking for development on Pad 1 or 2 shall be provided as required in Zoning Ordinance 4647 and reviewed with the required Detail Plan.
- D. Front Building Setback: 30 feet
- E. Landscape Buffer: The landscape buffer required along both Saturn Road and Centerville Marketplace Drive shall be 20 feet wide in addition to the 10/11-foot overlap of pedestrian and utility easement.
- F. Building Height: Maximum building height shall be 40 feet to the top bearing wall plate of multi-family residential buildings. All non-residential buildings shall not exceed a height of 50 feet.
- G. Roof-Pitch and Vaulted Ceilings: A roof pitch or vaulted ceilings are not required. All units shall have a minimum ceiling height of 9 feet.
- H. Clubhouse: The minimum floor area of the clubhouse shall be 4,000 feet.

**EXHIBIT B**

- I. Perimeter Screening: Perimeter screening or controlled access points shall not be required.
- J. Freestanding Signage, Non-residential: Each non-residential pad-site is permitted one (1) monument sign not to exceed eight feet in height and 55 square feet in area.
- K. Freestanding Signage, Multi-family: No more than a total of two (2) monument signs are permitted on the multi-family development site. One monument sign is permitted at an entrance on Saturn Road and one is permitted at an entrance on Marketplace Drive. Signage dimensions and location with respect to street is subject to the IH635 Development Standards.
- L. Multi-Family Development Standards: The site shall comply with all regulations found in the Multi-Family Development Standards Ordinance 5129, and the IH635 Development Standards Ordinance 5655 unless otherwise noted in these PD conditions.

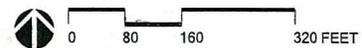


**PROJECT DATA**

12.74 ACRE MULTIFAMILY TRACT  
 1.14 AC PAD 1  
 0.64 AC PAD 2

3 STORY MULTIFAMILY DEVELOPMENT: 30 UNITS / ACRE MAX.  
 PARKING PROVIDED: 1.67 SPACES PER DWELLING  
 COVERED SPACES PROVIDED: 25% OF PARKING PROVIDED

Exhibit C



zc 11-32

**CONCEPT PLAN**

Centerville Marketplace West  
 Garland, Texas

Job #: 02091  
 File Name: sp-33\_zoning.dwg  
 Date: 01.13.12  
 Drawn by: ggw/mjb



**Good Fulton & Farrell Architects**

2803 Fairmount Street, Suite 800, Dallas, Texas 75201  
 214.303.1500 / Tel  
 214.303.1512 / Fax  
 www.gff.com



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: March 6, 2012

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 12-03 – Garland Cinema Inc

### 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 A SPECIFIC USE PERMIT FOR A RECEPTION FACILITY ON PROPERTY ZONED SHOPPING CENTER (SC) DISTRICT ON A 0.5-ACRE LOT LOCATED AT 3310 W. WALNUT ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.**

**WHEREAS**, at its regular meeting held on the 23rd day of January, 2012, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Garland Cinema**, 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 a Specific Use Permit for a Reception Facility on property zoned Shopping Center (SC) District on a 0.5-acre lot located at 3310 W. Walnut Street, 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.**

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 \_\_\_\_\_, 2012.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File 12-03**

Being an approximate 0.50-acre parcel identified as Lot 6, Block A, Walnut Creek Center, No. 7, an addition to the City of Garland, recorded in Volume 72125, Page 962 of the Deed Records of Dallas County, Texas. The property is located at 3310 W. Walnut Street, south of Walnut Street, west of Barnes Drive.

## SPECIFIC USE PERMIT CONDITIONS

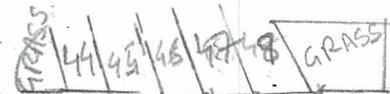
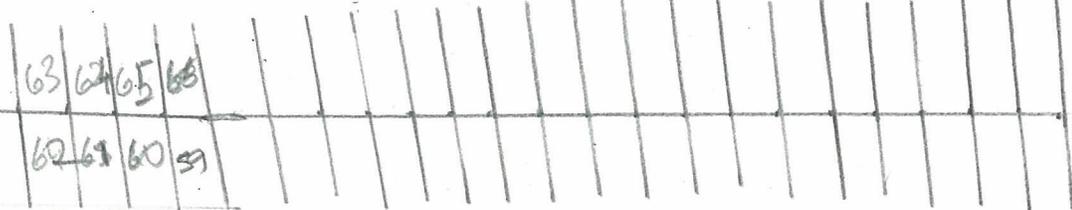
### ZONING FILE 12-03

#### 3310 W. Walnut Street

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow a Reception Facility subject to conditions.
- II. **Statement of Effect:** This permit 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 Section 24 and Section 33 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Specific Regulations:**
  - A. Time Period: The Specific Use Permit shall be in effect for five (5) year time period and shall be tied to **Sanjay Chandrahas**.
  - B. Site Plan: Refer to Exhibit C for site plan.
  - C. Parking: There shall be a minimum of 65 parking spaces available for Reception Facility patrons during business hours.
  - D. Security: Security shall be provided at all events occurring at 6 pm or later. Security will be provided by a person authorized to provide private security under Chapter 1702 of the Texas Occupations Code.
  - E. Loitering: No congregation or loitering will be allowed to occur outside the facility.
  - F. Hours of Operation: The Reception Facility may operate 6 p.m. to 2 a.m. on weekdays and from 6 a.m. to 2 a.m. on weekends and GISD holidays. No alcohol shall be served or consumed before 6 p.m. on any day.

MOSTLY EMPTY IN NIGHT.

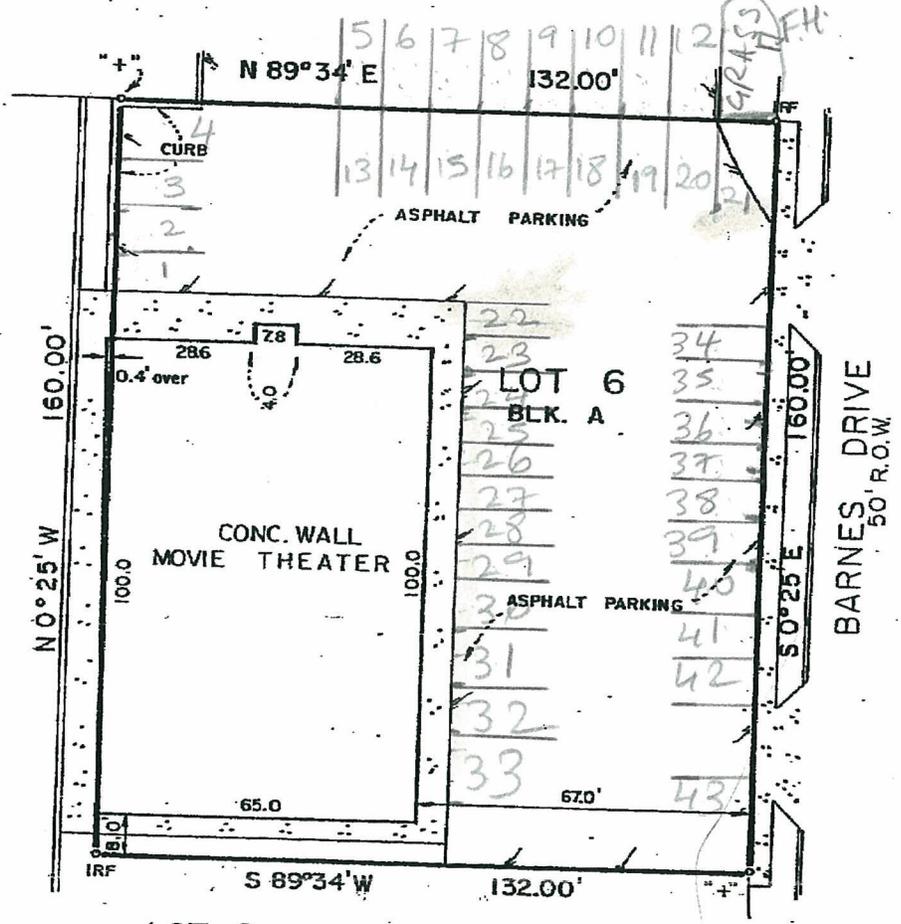
EMPTY ALWAYS IN NIGHT.



EMPTY BANK BLDG

LOT 2

LOT 3



LOT 2

following esmts. do not  
 at this lot:  
 8, p. 0210  
 5, p. 0670  
 11, p. 439

DESCRIPTION  
 ng Lot 6, in Block A, of WALNUT CREEK CENTER NO. 7, an Addition to the  
 City of Garland, Dallas County, Texas, according to the Map thereof recorded  
 Volume 72125, Page 962, of the Map Records of Dallas County, Texas.

0 W. Walnut Street

Exhibit C

# CUSTOMERS PARKING & EASEMENT AGREEMENT BETWEEN TWO PROPERTY OWNERS.

**This Agreement replaces the Agreement recorded under Clerk's File No. 20110032444, Deed Records, Dallas County, Texas.**

1. Mr. Alton Smith owner of 3306 West Walnut Street, Garland TX 75042.  
Also owner Garland Management Corp  
Legal description: Walnut Creek Center 5. Block A , LOT NO 3. ACS 2.5466.
2. Mr. Sanjay Chandrahas ( Garland Cinema, Inc/ DBA Walnut Theaters )  
3310 West Walnut Street Garland TX 75042  
Legal Description: Walnut Creek Center 7. BLOCK A, LOT NO 6

The above two owners hereby grant each other an irrevocable perpetual easement for the joint sharing / use of their all parking spaces located on their respective properties for their respective customers for parking purpose only and at no cost to each other. The shared parking spaces are shown in the attached drawing for both property owners as numbered from 1 to 86 shown on page 2 and not limited that would be available in perpetuity. Both owners will maintain their own parking facilities as per the city ordinance at their own cost.

Customers of Garland Management Corp, 3306 West walnut Street can use the shared parking at any time.

Customers for Garland Cinema Inc 3310 West Walnut Street, will be using after 6:00 PM as it is being converted into a Reception Facility/Restaurant.

This document is notarized and will be a document at record with Dallas county. Future owners to abide by this agreement specifically , the terms of this agreement shall be perpetual, and shall run with and bind both tracts or any part thereof and all successors and assigns of the two owners.



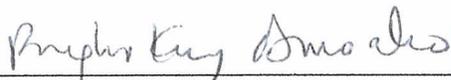
Mr. Alton Smith  
Signature Of Applicant  
Date: Jan 3, 2012



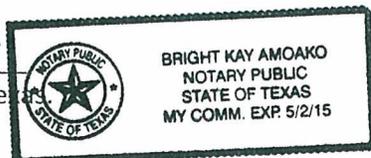
Mr. Sanjay Chandrahas  
Signature Of Applicant  
Date: Jan 3, 2012

BEFORE ME, the undersigned, a Notary Public in and for said county and State, on this day personally appeared, Mr. Alton Smith, and Mr. Sanjay Chandrahas known to me to be the persons whose names are subscribed in the foregoing instrument and acknowledge to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of the office, this 3rd day of January, 2012



Notary Public in and for the State of Texas





# City Council Item Summary Sheet

Work Session

Agenda Item

Date: March 6, 2012

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 12-04 – Perren Gasc

### 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 A CHANGE OF ZONING FROM PLANNED DEVELOPMENT (PD) DISTRICT 80-42 FOR GENERAL BUSINESS USES TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR COMMERCIAL-1 USES, AND A SPECIFIC USE PERMIT FOR AN AUTOMOTIVE REPAIR, MAJOR ON A 0.49-ACRE LOT LOCATED AT 5615 BROADWAY BOULEVARD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.**

**WHEREAS**, at its regular meeting held on the 23rd day of January, 2012, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Perren Gasc**, 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 a change of zoning from Planned Development (PD) District 80-42 for General Business Uses to a Planned Development (PD) District for Commercial-1 Uses, and a Specific Use Permit for an Automotive Repair, Major on a 0.49-acre lot located at 5615 Broadway Boulevard, 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.**

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 \_\_\_\_\_, 2012.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File 12-04**

Being an approximate 0.49-acre parcel identified as a part of New West, No. 5, an addition to the City of Garland in the John Little Survey, Abstract 761 recorded in Volume 78204, Page 0882 of the Deed Records of Dallas County, Texas. The property is located at 5615 Broadway Boulevard.

## PLANNED DEVELOPMENT CONDITIONS

### ZONING FILE 12-04

#### 5615 Broadway Boulevard

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit limited Commercial-1 Uses subject to 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 development shall comply with Section 26 and 32 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Development Plans:**
  - A. Detail Plan: Approval of a Detail Plan is not required.
- V. **Specific Regulations:**
  - A. Permitted Uses: Uses permitted are those found in the Commercial-1 (C-1) District by right or by Specific Use Permit unless otherwise prohibited or further regulated below:

Prohibited Uses:

Air Conditioning Service  
Alternative Financial Establishment (AFE)  
Antenna, Commercial Type 1  
Antenna, Private  
Automobile and Motorcycle Sales, Leasing and Repair (new)  
Automobile and Motorcycle Sales, Leasing and Repair (used)  
Bakery, Commercial  
Building Materials  
Carpet/Rug Cleaning and Repair  
Commercial Laundry/Cleaner  
Contractor Equipment and Storage  
Custom Furniture Manufacturing  
Flea Market, Outdoor  
Helipad  
Janitorial Service  
Meat and Game Processing  
Pest Control  
Portable Building Sales/Leasing  
Printer, Large Scale  
Recycling Center  
Retail Sales with Outdoor Display

Self Storage Units  
Taxidermist  
Truck or Bus Washing\*  
Vehicle Sales, Leasing and Repair (other than automobile/motorcycle)  
Warehousing, General  
Wholesaling, General

Uses allowed by Specific Use Permit:

Commercial Amusement, Outdoor  
Automobile Repair, Major\* (Collision or Engine Repair Prohibited)

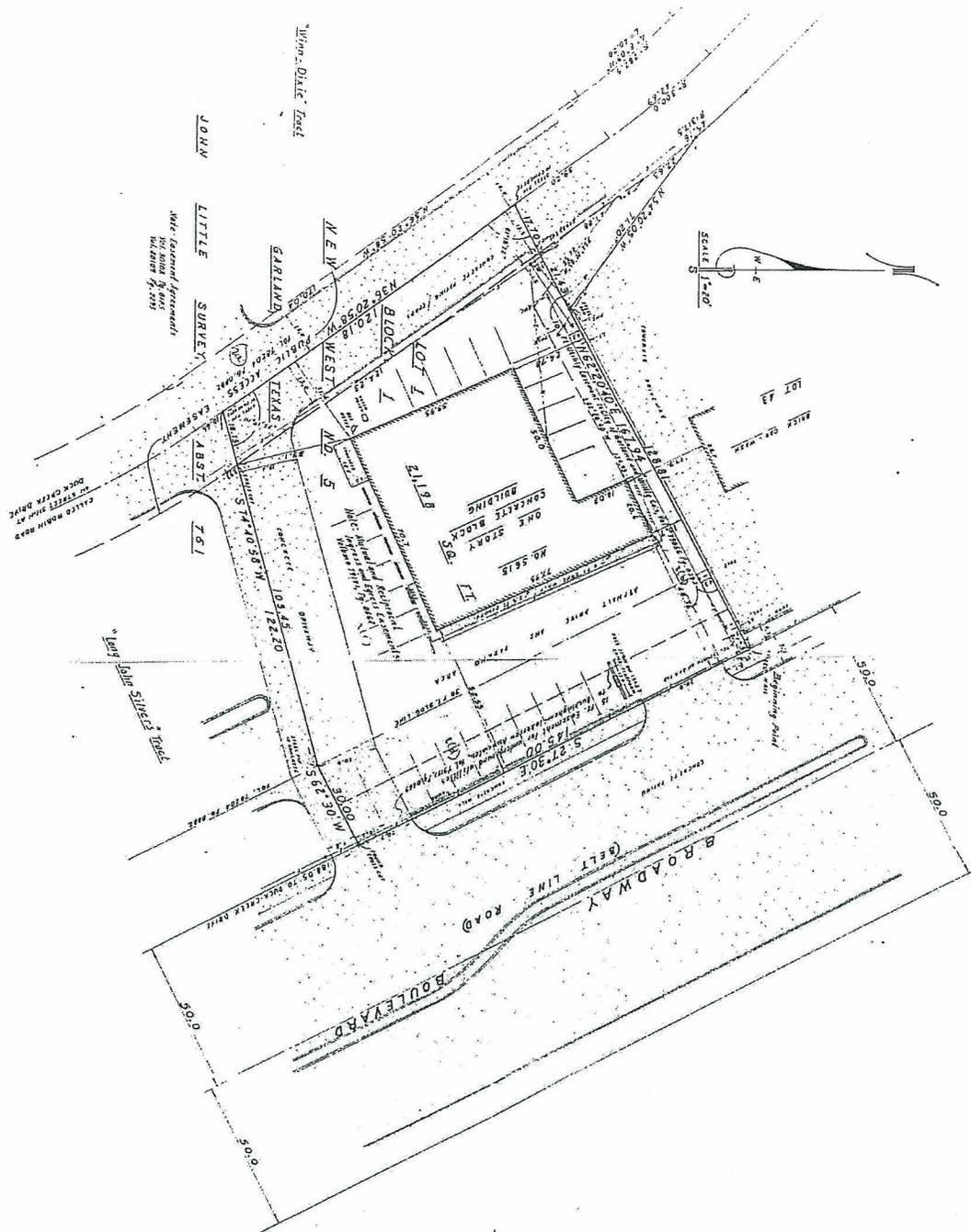
- B. Collision and Engine Repair: Although Automotive Repair, Major is allowed by Specific Use Permit, collision and engine repair activities are expressly prohibited on the subject site.

## SPECIFIC USE PERMIT CONDITIONS

### ZONING FILE 12-04

#### 5615 Broadway Boulevard

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow Auto Repair, Major on the property subject to conditions.
- II. **Statement of Effect:** This Specific Use Permit 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 Commercial-1 (C-1) District set forth in Section 26 and 33 of the Comprehensive Zoning Ordinance, Ordinance No. 4647, are included by reference and shall apply, except as specified in this ordinance
- IV. **Specific Regulations:**
  - A. Time Period: The Specific Use Permit shall be in effect for a ten (10) year time period and tied to **AAMCO Transmission**.
  - B. Site Plan: The site plan shall be in general conformance with Exhibit D.
  - C. Collision and Engine Repair: Although Automotive Repair, Major is allowed by Specific Use Permit, collision and engine repair activities are expressly prohibited on the subject site.



DESCRIPTION OF PROPERTY SURVEYED

Being a tract of land, part of New West No. 5, an addition to the City of Dallas, Texas, as shown on the plat thereof, recorded in Volume 7820 of the maps and records of Dallas County, Texas, and being described more particularly as follows: A steel pin in concrete at the east corner, north-south line of the 100-foot wide Public Access Easement shown on said plat in Block No. 5, in all a distance of 122.28 feet to a steel pin in concrete at the north corner of said Public Access Easement, a distance of 120.18 feet to a steel pin in concrete for corner on the projection southwesterly of the east corner north line of Block No. 5, 37.70 feet passing a steel pin in concrete on the north-south line of said Public Access Easement, as an additional 21.43 feet passing a steel rod at an inside northwest corner of said Block No. 5, in all a distance of 167.39 feet to a steel pin in concrete at the east corner of Block No. 5, containing 71.199 square feet of land or 0.16266 acres.

CERTIFICATION

I do hereby certify that on this day I made an accurate survey on the ground of the property shown and described hereon, that I have seen the plat thereof, and that there are no encroachments or encroachments visible on the ground other than those shown hereon, being subject to any and all easements of record, in the 100 Year Flood Plain or in a flood prone area.

April 21, 1908

Registered Public Surveyor No. 113  
2117 Franklin Avenue, Dallas, Texas





# City Council Item Summary Sheet

Work Session

Agenda Item

Date: March 6, 2012

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 12-05 – Harrison French & Associates

### 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 A SPECIFIC USE PERMIT FOR A RETAIL SALES WITH GASOLINE PUMPS ON PROPERTY ZONED SHOPPING CENTER (SC) DISTRICT ON A 1.6-ACRE LOT LOCATED AT 2510 BELT LINE ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.**

**WHEREAS**, at its regular meeting held on the 23rd day of January, 2012, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Harrison French & Associates**, 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 a Specific Use Permit for a Retail Sales with Gasoline Pumps on property zoned Shopping Center (SC) District on a 1.6-acre lot located at 2510 Belt Line Road, 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.**

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 \_\_\_\_\_, 2012.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File 12-05**

Being a 1.6-acre tract of land identified as Lot 1, Block 1 McDonald Addition as recorded in Volume 96208, Page 4226 of the Deed Records of Dallas County, Texas. The property is located at 2510 Belt Line Road.

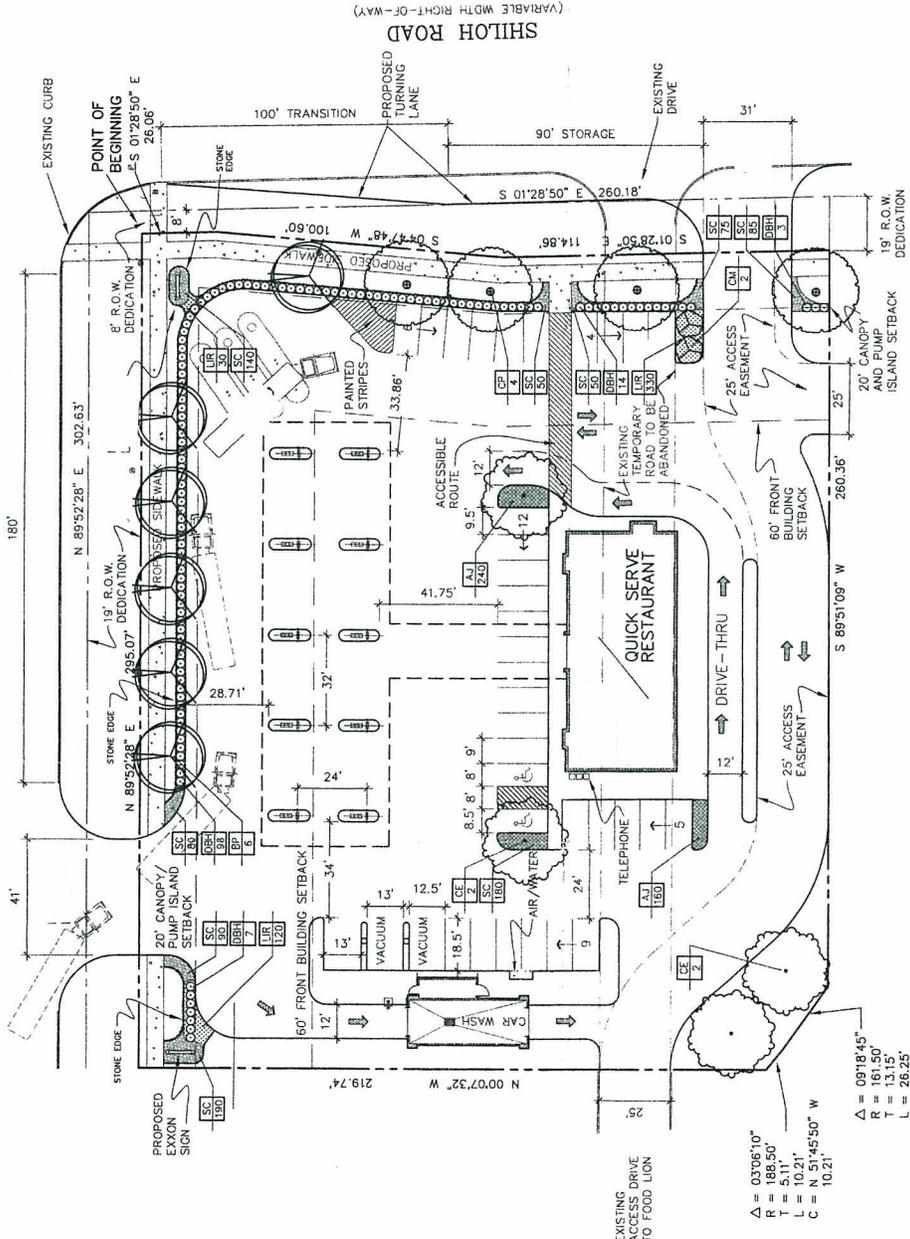
## SPECIFIC USE PERMIT CONDITIONS

### ZONING FILE 12-05

#### Southwest Corner of Belt Line Road and Shiloh Road

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow Retail Sales with Gas Pumps subject to conditions.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Shopping Center (SC) District set forth in Section 24 and 33 of the Comprehensive Zoning Ordinance shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
  - A. Time Period: The Specific Use Permit shall be in effect for a period of twenty (20) years and shall apply to **7-Eleven, Inc.**
  - B. Site Plan: Development shall be maintained in general conformance with the approved site plan labeled Exhibit C.
  - C. Exterior Elevations: The convenience store shall be constructed with 65 percent face brick and the self-service car wash shall be constructed with 100 percent face brick. The canopy columns shall be constructed with face brick to match the main building.
  - D. Parking Requirements: The property shall provide a minimum of thirteen (13) parking spaces.
  - E. Signage: The site shall be limited to two (2) monument signs with a maximum area of 64 square feet each.
  - F. Surety Bond: The owner/operator shall provide a \$40,000 surety bond or similar security to the City of Garland to ensure the removal of all buildings, equipment, above-ground and underground storage tanks and/or other improvements in the event the business operations (retail sales with gas pumps) ceases operation for a period of two or more years. (Section 10-309(C) of the Comprehensive Zoning Ordinance).

**BELT LINE ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

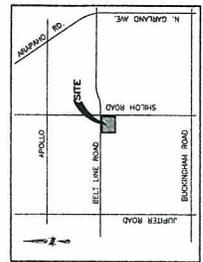


**PLANT SCHEDULE**

SYMBOL	COMMON NAME	SIZE	QTY	COMMENTS
1	Ulmus americana	4\"/>		

**MANDATORY PROVISIONS**

1	10' required, 10' provided
2	10' required, 10' provided
3	10' required, 10' provided
4	10' required, 10' provided
5	10' required, 10' provided
6	10' required, 10' provided
7	10' required, 10' provided
8	10' required, 10' provided
9	10' required, 10' provided
10	10' required, 10' provided



**SPECIFIC USE PERMIT**  
**EXXON** TRIGER EXPRESS  
 1.601 ACRES, PROPOSED PD ZONING  
 LOT 1, BLOCK 1 McDONALD'S ADDITION  
 CITY OF GARLAND  
 DALLAS COUNTY, TEXAS

OWNER:  
 C-WHIS PARTNERS JOINT VENTURE  
 3002 DOW LANE, SUITE 1416  
 DALLAS, TEXAS 75247  
 (214) 342-7500  
 FAX: (214) 342-7501

PLANNER/LANDSCAPE ARCHITECTS:  
 USA PROFESSIONAL SERVICES  
 GROUP, INC.  
 3002 DOW LANE, SUITE 1416  
 DALLAS, TEXAS 75247  
 (214) 342-7500  
 FAX: (214) 342-7501

OCTOBER 10, 1987  
 USA JOB No. 87070

This site plan is not an "AS BUILT" plan, but reflects a depiction of the site as resident in ExxonMobil's file. Context is provided by a dated photograph and additional visual inspection may be available from internet sources. Variations may exist as changes may currently exist or be made in the future. This is intended only as an aid as to general orientation of improvements on the site and is not intended to be viewed as a representation or certification of current actual conditions, nor is it intended to substitute for a visual site inspection of this property. ALTA survey, or other due diligence deemed necessary by a bidder or purchaser.



# City Council Item Summary Sheet

Work Session

Date: March 6, 2012

Agenda Item

## Neighborhood Vitality Grant Applications

### Summary of Request/Problem

At the February 20, 2012 Work Session Council was presented with six applications that were submitted in the latest round of Neighborhood Vitality Grants. The Community Services Committee had previously reviewed the applications and all six were recommended for approval by both the Committee and staff. Council directed that a Resolution be brought forward to fund these applications.

### Recommendation/Action Requested and Justification

Adopt the attached Resolution.

Submitted By:

Neil Montgomery  
Planning Director

Approved By:

William E. Dollar  
City Manager

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

**A RESOLUTION APPROVING AND FUNDING NEIGHBORHOOD VITALITY MATCHING GRANT PROJECTS.**

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

**Section 1**

The Neighborhood Vitality Matching Grant Applications attached hereto as Exhibit A and incorporated herein by reference, are hereby adopted and approved according to the program guidelines. These funds will be appropriated as part of the annual Capital Improvement Program.

**Section 2**

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

**PASSED AND APPROVED this the 6<sup>th</sup> day of March, 2012.**

**THE CITY OF GARLAND, TEXAS**

BY: \_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXHIBIT A**

**2011 NEIGHBORHOOD VITALITY MATCHING GRANT APPLICATIONS**

<b>Group Name</b>	<b>Council District</b>	<b>Project</b>	<b>Fund Request</b>
<b>Arbor Creek HOA</b>	<b>6</b>	<b>Erosion Control</b>	<b>23,111</b>
<b>Briarocks HOA</b>	<b>1</b>	<b>Screening Renovations and Landscaping</b>	<b>40,000</b>
<b>Fall Creek HOA</b>	<b>1</b>	<b>Park Amenities</b>	<b>18,117</b>
<b>New World Crime Watch</b>	<b>5</b>	<b>Walking Trail - Phase 2</b>	<b>12,750</b>
<b>Retreat at Firewheel HOA</b>	<b>1</b>	<b>Landscaping</b>	<b>46,259</b>
<b>Shores of Wellington HOA</b>	<b>3</b>	<b>Landscaping Master Plan – Phase 2</b>	<b>94,528</b>



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: March 6, 2012

## Victim Assistance Advocacy Program

### Summary of Request/Problem

Council is requested to adopt a resolution authorizing the City Manager to accept a grant in the amount of \$51,498 to fund the Victim Assistance Advocacy Program. The Victims of Criminal Acts of 1984 (VOCA) is the funding source for this project. The grant includes a 20% matching component which will be met through in-kind volunteer hours. Acceptance of the grant will allow the continuation of the Victims Assistance Advocacy Program which provides assistance to victims of violent crime and domestic abuse.

This item was scheduled for Council consideration at the March 5, 2012 Work Session.

### Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to accept a grant in the amount of \$51,498 to fund the Victim Assistance Advocacy Program.

**Submitted By:**

**Mitchel L. Bates**  
Chief of Police

**Approved By:**

**William E. Dollar**  
City Manager

**RESOLUTION NO.**

**WHEREAS**, the City finds it in the best interest of the citizens of Garland, to operate a Victim Assistance Advocacy Program for FY 2012-13;

**WHEREAS**, funds for the program are available through the Victims of Criminal Acts of 1984, (VOCA) grant program;

**WHEREAS**, the City agrees to provide in-kind volunteer hours for the program as may be required by the grant application if approved; and

**WHEREAS**, the City agrees that in the event of loss or misuse of VOCA grant funds, if granted to the City, the funds will be returned to the VOCA grant program in full;

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

**Section 1**

That the City Council hereby approves the submission of a grant application under the Victim Assistance Advocacy Program to the Office of the Governor, Criminal Justice Division, as more particularly described in the grant application.

**Section 2**

The City designates Mitch L. Bates, Chief of Police as the City's authorized official for purposes of the grant and he is hereby authorized to apply for, accept, reject, alter or terminate the grant on behalf of 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 March, 2012.

**CITY OF GARLAND, TEXAS**

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Mayor

**ATTEST:**

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City Secretary



# City Council Item Summary Sheet

Work Session

Date: 3/6/12

Agenda Item

## 2011-12 Budget Amendment No. 2

### Summary of Request/Problem

At the March 5 Work Session, the City Council reviewed a policy report recommending the amendment of the 2011-12 Adopted Budget. For Council's consideration is an ordinance amending the 2012 Adopted Budget to provide additional funding for a one-time lump sum distribution of salaries to the various funds of the City.

The \$3,561,014 required to cover the increase in appropriations is available due to better than expected results for Fiscal Year 2010-11 and reserve balances in excess of that required by Council for the various fund balances of the City. Of the \$3.6 million required, \$2.3 is required for the General Fund.

### Recommendation/Action Requested and Justification

Approval of an ordinance amending the 2011-12 Adopted Budget.

**Submitted By:**

**Ron Young**  
Director of Budget & Research

**Approved By:**

**William E. Dollar**  
City Manager

## **ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE 2011-12 OPERATING BUDGET (BUDGET AMENDMENT NO. 2), PROVIDING FOR SUPPLEMENTAL APPROPRIATION OF FUNDS FOR THE VARIOUS FUNDS OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved the 2011-12 Operating Budget and appropriated the necessary funds out of the general revenues and grant and other revenues for the maintenance and operation of various departments, activities, and improvements of the City; and

**WHEREAS**, the City Charter provides that the City Council may approve any amendments and supplements to the Budget as deemed necessary; and

**WHEREAS**, Council has reviewed and concurred with a Policy Report that establishes the need for changes to appropriations for the various funds of the City;

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

### **Section 1**

The City Council of the City of Garland, Texas, hereby authorizes and approves an amendment to the 2011-12 Operating Budget (Budget Amendment No. 2) in the amount of \$3,561,014 as shown in Exhibit "A", attached hereto.

### **Section 2**

The City Council of the City of Garland, Texas, hereby amends Ordinance No. 6483, Section 1, adjusting operating appropriations of \$3,561,014 for the various funds of the City for the purposes specified in Exhibit "A", attached hereto.

**Section 3**

This ordinance shall be and become effective immediately upon and after its adoption and approval.

**PASSED AND APPROVED** this the 6<sup>th</sup> day of March, 2012.

**THE CITY OF GARLAND, TEXAS**

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

**ATTEST:**

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

## ATTACHMENT A

### Budget Amendment FY 2011-12 Operating Budget

	BA #1	BA #1 PO Rollover	BA #2	Total Budget Amendments
<b>REVENUES AND EXPENDITURES</b>				
<b>Sources of Funds:</b>				
Additional Revenue				
Blue Cross Blue Shield Contribution	\$45,000			\$45,000
HUD Community Challenge Planning Grant	106,500			106,500
Garland Chamber Contribution (HUD Grant)	33,500			33,500
Public Safety Program Grant	567,608			567,608
Texas Traffic Safety Program Grant	124,360			124,360
Transfer for HUD Grant	30,000			30,000
Fund Balance - Prior Year	700,600	\$3,825,182	\$3,561,014	8,086,796
Total Funds Provided	<u>\$1,607,568</u>	<u>\$3,825,182</u>	<u>\$3,561,014</u>	<u>\$8,993,764</u>
<b>Use of Funds - Expenditures:</b>				
General Fund (See detail in Notes)	\$144,360	\$450,743	\$2,166,963	\$2,762,066
Community Development Block Grant Fund	0	0	10,657	10,657
Customer Service Fund	0	27,480	111,238	138,718
Electric Utility Fund	0	1,147,106	548,986	1,696,092
Environmental Waste Services Fund	0	4,625	94,733	99,358
Equipment Replacement Fund	0	1,232,538	0	1,232,538
Facilities Management Fund	0	62,939	37,486	100,425
Fair Housing Grant Fund	170,000	0	4,194	174,194
Firewheel Fund	0	0	32,103	32,103
Fleet Services Fund	0	4,430	40,371	44,801
Group Health Insurance Fund	45,000	0	8,582	53,582
HOME Grant Fund	0	0	1,795	1,795
Housing Assistance Fund	0	0	19,925	19,925
Information Technology Fund	0	341,159	98,973	440,132
Information Technology Replacement Fund	0	209,251	0	209,251
Infrastructure Repair & Replacement Fund	514,600	130,030	93,154	737,784
Library Grant Fund	0	0	3,462	3,462
Narcotic Seizure Fund	0	34,281	0	34,281
Public Health / Immunization Grant Fund	0	0	6,520	6,520
Public Safety Grant Fund	567,608	0	670	568,278
Recreation Performance Fund	0	12,450	0	12,450
SafeLight Fund	0	0	1,117	1,117
Self Insurance Fund	0	6,258	14,584	20,842
Stormwater Management Fund	166,000	0	27,479	193,479
Warehouse Fund	0	42,983	8,420	51,403
Wastewater Utility Fund	0	86,881	135,961	222,842
Water Utility Fund	0	32,028	93,641	125,669
Total Expenditures	<u>\$1,607,568</u>	<u>\$3,825,182</u>	<u>\$3,561,014</u>	<u>\$8,993,764</u>

## ATTACHMENT A

### Budget Amendment FY 2011-12 Operating Budget

	<u>BA #1</u>	<u>BA #1 PO Rollover</u>	<u>BA #2</u>	<u>Total Budget Amendments</u>
<b>Notes:</b>				
General Fund -				
Budget & Research		\$455	\$15,895	\$16,350
Building Inspection			28,963	28,963
City Administration		361	27,314	27,675
City Attorney		2,686	39,499	42,185
City Secretary			1,998	1,998
Code Compliance			40,195	40,195
Community Relations			1,999	1,999
Engineering		2,858	48,828	51,686
EWS - Disposal		41,751	34,908	76,659
Financial Services			28,201	28,201
Fire		40,284	586,495	626,779
Health			40,651	40,651
Human Resources			23,561	23,561
Internal Audit		996	8,860	9,856
Library		28,273	76,689	104,962
Municipal Court		1,445	38,518	39,963
Office of Emergency Management		428	3,510	3,938
Parks, Recreation & Cultural Arts		107,855	136,937	244,792
Planning	\$20,000	195,281	32,179	247,460
Police	124,360	15,426	889,700	1,029,486
Public & Media Affairs		369	7,413	7,782
Purchasing		12,275	12,464	24,739
Tax			6,925	6,925
Transportation			35,261	35,261
Sub-Total General Fund	<u>\$144,360</u>	<u>\$450,743</u>	<u>\$2,166,963</u>	<u>\$2,762,066</u>



# City Council Item Summary Sheet

Work Session

Date: March 6, 2012

Agenda Item

## 2012 Run-off Election Date Change

### Summary of Request/Problem

As a result of statewide redistricting and attendant litigation, the election officials have changed the date for run-off elections for the May 2012 General Election. The proposed ordinance amends the election ordinance previously approved by the City Council to reflect those changes.

### Recommendation/Action Requested and Justification

Approve an ordinance amending Ordinance No. 6515 to amend the date(s) and time(s) for the run-off election (including early voting) for the May 12, 2012 General Election.

Submitted By:

Approved By:

**William E. Dollar**  
City Manager

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE NO. 6515 OF THE CITY OF GARLAND, TEXAS TO AMEND THE DATE(S) AND TIME(S) FOR THE RUN-OFF ELECTION (INCLUDING EARLY VOTING) FOR THE MAY 12, 2012 GENERAL ELECTION; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, due to State-wide redistricting, the dates and times of local and other elections to be held within Texas in May, 2012 have been in a state of flux; and

**WHEREAS**, heretofore the City Council, using the best-available information and based upon the applicable law, ordered and provided notice of a regular general election for the purpose of electing councilmembers to Districts 1, 2, 4, and 5; and

**WHEREAS**, following the various judicial rulings regarding redistricting in Texas, including a ruling by the United States Supreme Court, the previously determined date for a run-off election for the May general election has been changed by the election officials from June 16, 2012 to June 23, 2012;

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

**Section 1**

That Section 1 of Ordinance No. 6515 is amended by changing the date of the run-off election, if a run-off election is necessary, from June 16, 2012 to June 23, 2012.

**Section 2**

That Section 5 of Ordinance No. 6515 is amended by changing the paragraph under the heading "Run-off Election" to read as follows:

"Early voting by personal appearance for the run-off election, if a run-off election is necessary, shall be conducted on Monday, June 11, 2012 through Friday, June 15, 2012 between the hours of 8:00 a.m. to 5:00 p.m.; on Saturday, June 16, 2012 between the hours of 8:00 am to 5:00 pm; on Sunday, on June 17, 2012 between the hours of 1:00 pm and 6:00 pm; and on Monday, June 18, 2012 and Tuesday, June 19, 2012 between the hours of 7:00 a.m. to 7:00 p.m."

**Section 3**

That Ordinance No. 6515 of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**Section 4**

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

**Section 5**

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of March, 2012.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: March 6, 2012

## Police Officer Injury Leave Extension

### Summary of Request/Problem

At the March 5, 2012 City Council Work Session, Council was scheduled to consider the Injury Leave extension for Police Officer Mindy Staggs. During the past year, Officer Mindy Staggs sustained multiple injuries while on-duty and performing her duties as a Garland Police Officer. The officer is not yet able to return to work after multiple medical procedures and/or treatments. Further medical treatment is required.

Section 143.073 of the Texas Local Government Code (Municipal Civil Service for Firefighters and Police Officers) specifies that a police officer may be on a leave of absence for a line of duty injury and that the leave, if necessary, shall continue for at least one year. At the end of one year, the municipality's governing body may extend the line of duty injury leave at full or reduced pay.

### Recommendation/Action Requested and Justification

Approval by minute action the Police Officer Injury Leave Extension for Officer Mindy Staggs.

**Submitted By:**

**Mitchel L. Bates**  
Chief of Police

**Approved By:**

**William E. Dollar**  
City Manager



# City Council Item Summary Sheet

Work Session

Date: March 6, 2012

Agenda Item

## Employment Agreement with William E. Dollar

### Summary of Request/Problem

Council is requested to approve an employment agreement with William E. Dollar to continue his employment in the position of City Manager.

### Recommendation/Action Requested and Justification

Approve by minute action an employment agreement with William E. Dollar.

Submitted By:

Approved By:

William E. Dollar  
City Manager

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the City of Garland, Texas (the “City”) and William E. Dollar (“Employee”).

### **1. Duties and Scope of Employment.**

(A) *Position and Duties.* For the term of his employment under this Agreement, the City agrees to employ the Employee as its City Manager reporting directly to the City Council. Employee shall have such duties, powers, authority, responsibilities, and obligations as provided by Article V of the Charter of the City of Garland, Texas. Employee shall diligently, to the best of his ability, and with the highest degree of good faith and loyalty to the City, perform all such duties incident to his position to promote the interests of the City. Employee shall not act or withhold any act (nor shall he be asked or expected to do so) contrary to his duty of loyalty to the City. Employee shall be given such assistants and staffing as the City Council may from time to time provide in the budget of the City from each of whom Employee shall expect a similar level of loyalty and fidelity.

(B) *Obligations to the City.* During his employment under this Agreement, the Employee shall devote his full time and energy to his service to the City and shall not be engaged in any competitive or conflicting activity without the express consent of the City Council, provided that Employee may engage in charitable, religious or community activities. Employee shall abide by the City Council’s policies and rules regarding his employment during the term of his employment.

### **2. Term of Employment; Review.**

(A) Unless sooner terminated in accordance with the provisions of Section 4 of this Agreement, the City agrees to employ the Employee, and Employee agrees to continue in employment with the City, as its City Manager, beginning on the Effective Date and continuing thereafter for a period of twelve months through December 31, 2012.

(B) The City Council shall annually review and evaluate the performance of Employee on or about November 30 of each year in accordance with the performance goals established by the City Council. Employee shall provide the City Council with measurable performance goals and objectives on or around January 15 of each year which goals and objectives shall be used as criteria for measuring performance for the following year.

### **3. Compensation; Benefits; Expenses.**

(A) *Compensation.* For the services rendered by Employee during the term of this Agreement, Employee shall be entitled to the following:

- (1) A salary, payable bi-weekly or in accordance with a schedule generally applicable to other City employees, at the annual rate of \$232,166.00 (plus any across-the-board salary adjustments applicable to all qualified City employees of comparable tenure for FY2012); and
- (2) Deferred compensation in the amount of \$5,000.00 annually payable to a "Section 457" or other deferred compensation plan offered through the City.

The sum of the amounts described in Section (3)(A)(1) and (3)(A)(2), along with the benefits that Employee may receive as pay under Section (3)(B) (such as stability pay), shall hereinafter be referred to as the "Base Salary".

(B) *Benefits.* Employee shall be allowed to participate in all City health, welfare, retirement, savings, and other employee benefit and fringe benefit plans on the same basis as that offered or provided to other non-civil service City employees (including such benefits as provided or offered to senior or executive City employees) subject to the terms and conditions generally applicable to other City employees who participate in such plans. To the extent that seniority affects any benefits (including, but not limited to, earned vacation leave, sick leave, and stability pay), such benefits shall be calculated and granted in accordance with generally applicable City policies using an equivalent date of hire of June 14, 1971.

(C) *Disability and Life Insurance; Physical.* City shall obtain, maintain, and pay the premiums for Employee (or his designated beneficiary) on an insurance plan providing coverage for non-occupational and occupational (to the extent not covered by worker's compensation) total and permanent disability income benefits with an expiration age of 65 at a minimum level of 100% of Employee's total pre-disability compensation or provide the same coverage on a self-insured basis. Employee's disability benefits under this subparagraph shall be offset by any disability income benefits received from worker's compensation, Social Security, or TMRS retirement. Employee shall be included in the executive or "key man" whole life insurance program currently provided to certain executive City employees, and Employee shall be covered by a whole life insurance policy in an amount equal to 2.5 times Employee's annual salary, with a beneficiary to be designated by Employee and the premiums to be paid by the City. Employee may submit once annually to a routine physical examination to be conducted by a qualified physician/medical doctor of Employee's choice, the cost of which shall be paid by the City.

(D) *Professional Development and Dues.* The City agrees to budget for and pay, on behalf of Employee, all professional fees, dues, and seminar/conference registrations costs together with the costs and expenses incurred (consistent with City travel and reimbursement policies) in participating in conferences, short courses, seminars, and institutes that are necessary or desirable

for the professional development of Employee and in the best interests of the City.

(E) *Expenses.* City agrees to provide Employee with a domestic mid-size SUV (Ford Explorer, Chevrolet Tahoe or GMC Yukon), together with gas and maintenance, for his exclusive and unrestricted use. In lieu of providing an automobile, Employee may elect to receive the amount of \$800.00 per month as a car allowance. City agrees to provide, pay for, or reimburse Employee with or for a cellular telephone or communications PDA for the full (both business and personal), reasonable use of Employee. Employee shall be entitled to reimbursement for other incurred or out-of-pocket expenses in accordance with generally applicable City policies governing the reimbursement of employee expenses.

(F) *Vacation, Sick Leave, and Time Off.* Employee shall be entitled to such vacation and sick leave as generally applies under City policy to employees of similar seniority provided that Employee may accrue a maximum of 745 hours of annual vacation leave. Any unused annual vacation leave remaining at the time Employee's employment is terminated or discontinued shall be paid to Employee in full based on the annual salary set forth in Section 3(A)(1) of this Agreement. The City recognizes that Employee must devote a great deal of time outside normal office hours to the business of the City and, to that end, Employee shall be allowed to take discretionary time off (none of which shall be carried over into another calendar year) as he shall deem appropriate. The City and Employee agree that it is desirable for Employee to schedule two weeks of mandatory vacation each year.

(G) *Insurance; Indemnification.* Employee shall be entitled to all of those benefits and coverages that the City may provide to Employee as a City official under the provisions of Article XVII, Section 14 of the City Charter and Chapter 41, Article V of the Code of Ordinances.

#### **4. Termination.**

(A) The City may terminate Employee's employment either for Good Cause or at will and without Good Cause at any time. In the event the Employee is terminated or this Agreement is not renewed at the end of its term without Good Cause, the City agrees to pay Employee severance pay of one full year's salary in a sum equal to the "Base Salary" then in effect and to continue during that period health and dental coverage at the applicable rates. For purposes of this Agreement, the City shall have "Good Cause" to terminate Employee's employment if:

- (1) The Employee wilfully fails to substantially and materially perform his duties hereunder and such failure is not cured or discontinued within a reasonable period of time, not to exceed 30 days, after the Employee receives written notice from the City specifying the grounds for such failure;
- (2) The Employee commits an act of dishonesty, disloyalty or other conflict of interest intended to result in personal enrichment at the expense of the City or the Employee is convicted of any felony;

(3) The Employee is otherwise grossly negligent or engages in willful misconduct or act of violence in the performance of his duties resulting in a material adverse affect on the City.

(B) The severance pay provided in this Section is expressly conditioned on Employee's execution of an appropriate release of all claims, known or unknown, that Employee may then have or contemplate.

(C) If the City at any time reduces the salary, compensation, or other benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or if the City refuses, within thirty (30) days of written notice from Employee of the specifics of non-compliance, to comply with any other provision of this Agreement that benefits the Employee then the Employee may deem his employment terminated without Good Cause.

(D) Employee may resign or terminate this Agreement at will by providing not less than thirty (30) days written notice to the City. If the Employee voluntarily resigns his position during the term of this Agreement, Employee shall not be entitled to severance pay as provided by Section 4 (A), above.

**5. 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; (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 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.

**6. Attorney's Fees.** Should either party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the party losing in such legal proceedings shall pay the reasonable attorneys' fees and expenses (including, but not limited to expert witness fees and deposition expenses) of the party prevailing in such legal proceedings.

**7. 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.

**8. 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.

**9. Waiver.** Either City or Employee shall have the right to waive any requirement contained in this Agreement, which 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. Computation of Deadlines.** If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

**16. Dispute Resolution; Enforcement of Contract.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute (2) If the response does not reasonably resolve the dispute, 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 dispute; (3) If those persons cannot or do not resolve the dispute, 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 dispute.

**EXECUTED** on the dates indicated below but deemed to be effective as of the 1<sup>st</sup> day of January, 2012 (the “Effective Date”).

**CITY:**

**EMPLOYEE:**

\_\_\_\_\_  
Ronald E. Jones  
Mayor

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

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

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



# City Council Item Summary Sheet

Work Session

Date: March 6, 2012

Agenda Item

## Employment Agreement with Brad Neighbor

### Summary of Request/Problem

Council is requested to approve an employment agreement with Brad Neighbor to continue his employment in the position of City Attorney.

### Recommendation/Action Requested and Justification

Approve by minute action an employment agreement with Brad Neighbor.

Submitted By:

Approved By:

**William E. Dollar**  
City Manager

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the City of Garland, Texas (the “City”) and Brad Neighbor (“Employee”).

### **1. Duties and Scope of Employment.**

(A) *Position and Duties.* For the term of his employment under this Agreement, the City agrees to employ the Employee as its City Attorney reporting directly to the City Council. Employee shall have such duties, powers, authority, responsibilities, and obligations as provided by Article VI of the Charter of the City of Garland, Texas. Employee shall diligently, to the best of his ability, and with the highest degree of good faith and loyalty to the City, perform all such duties incident to his position to promote the interests of the City. Employee shall not act or withhold any act (nor shall he be asked or expected to do so) contrary to his duty of loyalty to the City. Employee shall be given such assistants and staffing as the City Council may from time to time provide in the budget of the City from each of whom Employee shall expect a similar level of loyalty and fidelity.

(B) *Obligations to the City.* During his employment under this Agreement, Employee shall devote his full time and energy to his service to the City and shall not be engaged in any competitive or conflicting activity without the express consent of the City Council, provided that Employee may engage in charitable, religious or community activities. Employee shall abide by the City Council’s policies and rules regarding his employment during the term of his employment.

### **2. Term of Employment; Review.**

(A) Unless sooner terminated in accordance with the provisions of Section 4 of this Agreement, the City agrees to employ the Employee, and Employee agrees to continue in employment with the City, as its City Attorney, beginning on the Effective Date and continuing thereafter for a period of twelve months through December 31, 2012.

(B) The City Council shall annually review and evaluate the performance of Employee on or about November 30 of each year in accordance with the City Council’s policies on the review of its appointed employees.

### **3. Compensation; Benefits; Expenses.**

(A) *Compensation.* For the services rendered by Employee during the term of this Agreement, Employee shall be entitled to the following:

- (1) A salary, payable bi-weekly or in accordance with a schedule generally applicable to other City employees, at the annual rate of \$181,356.00 (plus any across-the-board salary adjustments applicable to all qualified City employees of comparable tenure for FY2012); and
- (2) Deferred compensation in the amount of \$3,000.00 annually payable to a "Section 457" or other deferred compensation plan offered through the City.

The sum of the amounts described in Section (3)(A)(1) and (3)(A)(2) shall hereinafter be referred to as the "Base Salary".

(B) *Benefits.* Employee shall be allowed to participate in all City health, welfare, retirement, savings, and other employee benefit and fringe benefit plans on the same basis as that offered or provided to other non-civil service City employees (including such benefits as provided or offered to senior or executive City employees) subject to the terms and conditions generally applicable to other City employees who participate in such plans. To the extent that seniority affects any benefits (including, but not limited to, earned vacation leave, sick leave, and stability pay), such benefits shall be calculated and granted in accordance with generally applicable City policies using an equivalent date of hire of May, 1985.

(C) *Disability and Life Insurance.* City shall obtain, maintain, and pay the premiums for Employee (or his designated beneficiary) on an insurance plan providing coverage for non-occupational and occupational (to the extent not covered by worker's compensation) total and permanent disability income benefits with an expiration age of 65 at a minimum level of 100% of Employee's total pre-disability compensation or provide the same coverage on a self-insured basis. Employee's disability benefits under this subparagraph shall be offset by any disability income benefits received from worker's compensation, Social Security, or TMRS retirement. Employee shall be included in the executive or "key man" whole life insurance program currently provided to certain executive City employees, and Employee shall be covered by a whole life insurance policy in an amount equal to 2.5 times Employee's annual salary, with a beneficiary to be designated by Employee and the premiums to be paid by the City.

(D) *Professional Licenses.* Employee is required by State law and the rules of the various courts in which he practices to obtain and maintain certain licenses and certifications and to attend continuing legal education seminars, conferences, and courses in order to hold those licenses and certifications. The City agrees to budget and pay, on behalf of Employee, all professional fees, dues, and taxes associated with the position of City Attorney including those required or necessary for such licenses, certifications, and specializations (for example, the Texas State Bar Association, the Texas Board of Legal Specialization, the College of the State Bar, the Texas City Attorneys Association, the International Municipal Lawyers Association, and affiliated organizations and memberships) as may be held by Employee, together with the costs and expenses incurred (consistent with City travel and reimbursement policies) in maintaining continuing legal education requirements as mandated by any of the foregoing organizations.

(E) *Expenses.* City agrees to pay Employee a car allowance in the amount of \$500.00 monthly, provided that Employee may additionally be reimbursed for mileage on his personal vehicle at the applicable standard rate for use of that vehicle on the business of the City if the Employee is required to travel more than 50 miles from City Hall and the use of Employee's personal vehicle will result in additional or commensurate savings to the City (for example, by eliminating the cost of rental vehicles and taxis). Employee shall obtain, at Employee's expense, a functioning cell phone through which Employee shall be available to the City Council at all reasonable hours. Employee shall be paid a monthly cell phone stipend and shall be entitled to reimbursement for other incurred or out-of-pocket expenses in accordance with generally applicable City policies governing the reimbursement of employee expenses.

(F) *Vacation, Sick Leave, and Time Off.* Employee shall be entitled to such vacation and sick leave as generally applies under City policy to employees of similar seniority and Employee may carry over accrued vacation time as provided under those policies (currently set at 320 hours maximum per year). Any unused annual vacation leave remaining at the time Employee's employment is terminated or discontinued shall be paid to Employee in full based on the annual salary set forth in Section 3(A)(1) of this Agreement. The City recognizes, however, that Employee must devote a great deal of time outside normal office hours to the business of the City and, to that end, Employee shall be allowed to take discretionary time off (none of which shall be carried over into another calendar year) as he shall deem appropriate.

#### **4. Termination.**

(A) The City may terminate Employee's employment either for Good Cause or at will and without Good Cause at any time. In the event the Employee is terminated or this Agreement is not renewed at the end of its term without Good Cause, the City agrees to pay Employee severance pay of one full year's salary in a sum equal to the "Base Salary" then in effect and to continue during that period health and dental coverage at the applicable rates. For purposes of this Agreement, the City shall have "Good Cause" to terminate Employee's employment if:

- (1) The Employee wilfully fails to substantially and materially perform his duties hereunder and such failure is not cured or discontinued within a reasonable period of time, not to exceed 30 days, after the Employee receives written notice from the City specifying the grounds for such failure;
- (2) The Employee commits an act of dishonesty, disloyalty or other conflict of interest intended to result in personal enrichment at the expense of the City or the Employee is convicted of any felony;
- (3) The Employee is otherwise grossly negligent or engages in willful misconduct or act of violence in the performance of his duties resulting in a material adverse affect on the City.

(B) The severance pay provided in this Section is expressly conditioned on Employee's

execution of an appropriate release of all claims, known or unknown, that Employee may then have or contemplate.

(C) If the City at any time reduces the salary, compensation, or other benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or if the City refuses, within thirty (30) days of written notice from Employee of the specifics of non-compliance, to comply with any other provision of this Agreement that benefits the Employee then the Employee may deem his employment terminated without Good Cause.

(D) Employee may resign or terminate this Agreement at will by providing not less than thirty (30) days written notice to the City. If the Employee voluntarily resigns his position during the term of this Agreement, Employee shall not be entitled to severance pay as provided by Section 4 (A), above.

**5. 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; (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 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.

**6. Attorney's Fees.** Should either party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the party losing in such legal proceedings shall pay the reasonable attorneys' fees and expenses (including, but not limited to expert witness fees and deposition expenses) of the party prevailing in such legal proceedings.

**7. 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.

**8. 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.

**9. Waiver.** Either City or Employee shall have the right to waive any requirement contained in this Agreement, which 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. Computation of Deadlines.** If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

**[Remainder of Page is Intentionally Blank]**

**16. Dispute Resolution; Enforcement of Contract.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute (2) If the response does not reasonably resolve the dispute, 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 dispute; (3) If those persons cannot or do not resolve the dispute, 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 dispute.

**EXECUTED** on the dates indicated below but deemed to be effective as of the 1<sup>st</sup> day of January, 2012 (the "Effective Date").

**CITY:**

**EMPLOYEE:**

\_\_\_\_\_  
Ronald E. Jones  
Mayor

\_\_\_\_\_  
Brad Neighbor  
City Attorney

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

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



# City Council Item Summary Sheet

Work Session

Date: March 6, 2012

Agenda Item

## Employment Agreement with Craig J. Hametner

### Summary of Request/Problem

Council is requested to approve an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.

### Recommendation/Action Requested and Justification

Approve by minute action an employment agreement with Craig J. Hametner.

Submitted By:

Approved By:

**William E. Dollar**  
City Manager

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the City of Garland, Texas (the “City”) and Craig J. Hametner (“Employee”).

### **1. Duties and Scope of Employment.**

(A) *Position and Duties.* For the term of his employment under this Agreement, the City agrees to employ the Employee as its Internal Auditor reporting directly to the City Council. Employee shall have such duties, powers, authority, responsibilities, and obligations as provided by Article VII, Sections 4 and 5 of the Charter of the City of Garland, Texas. Employee shall diligently, to the best of his ability, and with the highest degree of good faith and loyalty to the City, perform all such duties incident to his position to promote the interests of the City. Employee shall not act or withhold any act (nor shall he be asked or expected to do so) contrary to his duty of loyalty to the City. Employee shall be given such assistants and staffing as the City Council may from time to time provide in the budget of the City from each of whom Employee shall expect a similar level of loyalty and fidelity.

(B) *Obligations to the City.* During his employment under this Agreement, the Employee shall devote his full time and energy to his service to the City and shall not be engaged in any competitive or conflicting activity without the express consent of the City Council, provided that Employee may engage in charitable, religious or community activities; and provided further that Employee may perform teaching, writing, speaking, consulting or other business involvement on Employee’s time off, even if outside compensation is provided for such services, so long as no activity is undertaken that would present a conflict of interest with the City, as determined by the City Council. Employee shall abide by the City Council’s policies and rules regarding his employment during the term of his employment.

### **2. Term of Employment; Review.**

(A) Unless sooner terminated in accordance with the provisions of Section 4 of this Agreement, the City agrees to employ the Employee, and Employee agrees to continue in employment with the City, as its Internal Auditor, beginning on the Effective Date and continuing thereafter for a period of twelve months through December 31, 2012.

(B) The City Council shall annually review and evaluate the performance of Employee during the term of this Agreement in accordance with the City Council’s policies on the review of its appointed employees.

### **3. Compensation; Benefits; Expenses.**

(A) *Compensation.* For the services rendered by Employee during the term of this Agreement, Employee shall be entitled to the following:

- (1) A salary, payable bi-weekly or in accordance with a schedule generally applicable to other City employees, at the annual rate of \$102,150.00 (plus any across-the-board salary adjustments applicable to all qualified City employees of comparable tenure for FY2012).
- (2) Deferred compensation in the amount of \$3,000.00 annually payable to a "Section 457" or other deferred compensation plan offered through the City.

The sum of the amounts described in Section (3)(A)(1) and (3)(A)(2) are referred to herein as the "Base Salary".

(B) *Benefits.* Employee shall be allowed to participate in all City health, welfare, retirement, savings, and other employee benefit and fringe benefit plans on the same basis as that offered or provided to other non-civil service City employees (including such benefits as provided or offered to senior or executive City employees) subject to the terms and conditions generally applicable to other City employees who participate in such plans.

(C) *Disability and Life Insurance.* City shall obtain, maintain, and pay the premiums for Employee (or his/her designated beneficiary) on an insurance plan providing coverage for non-occupational and occupational (to the extent not covered by worker's compensation) total and permanent disability income benefits with an expiration age of 65 at a minimum level of 100% of Employee's total pre-disability compensation or provide the same coverage on a self-insured basis. Employee's disability benefits under this subparagraph shall be offset by any disability income benefits received from worker's compensation, Social Security, or TMRS retirement. Employee shall be included in the executive or "key man" whole life insurance program currently provided to certain executive City employees, and Employee shall be covered by a whole life insurance policy in an amount equal to 2.5 times Employee's annual salary, with a beneficiary to be designated by Employee and the premiums to be paid by the City.

(D) *Professional Development and Dues.* The City agrees to budget for and pay, on behalf of Employee, all professional fees, dues, and seminar/conference registrations costs together with the costs and expenses incurred (consistent with City travel and reimbursement policies) in participating in conferences, short courses, seminars, and institutes that are necessary or desirable for the professional development of Employee and in the best interests of the City.

(E) *Expenses.* City agrees to pay Employee a car allowance in the amount of \$300.00 monthly, provided that Employee may additionally be reimbursed for mileage on his personal vehicle at the applicable standard rate for use of that vehicle on the business of the City if the

Employee is required to travel more than 50 miles from City Hall and the use of Employee's personal vehicle will result in additional or commensurate savings to the City (for example, by eliminating the cost of rental vehicles and taxis). Employee shall be paid a monthly cell phone stipend and shall be entitled to reimbursement for other incurred or out-of-pocket expenses in accordance with generally applicable City policies governing the reimbursement of employee expenses.

(F) *Vacation, Sick Leave, and Time Off.* Employee shall be entitled to such vacation and sick leave as generally applies under City policy to employees of similar seniority and Employee may carry over accrued vacation time as provided under those policies (currently set at 320 hours maximum per year). Any unused annual vacation leave remaining at the time Employee's employment is terminated or discontinued shall be paid to Employee in full based on the annual salary set forth in Section 3(A)(1) of this Agreement. The City recognizes that Employee must devote a great deal of time outside normal office hours to the business of the City and, to that end, Employee shall be allowed to take discretionary time off (none of which shall be carried over into another calendar year) as he shall deem appropriate.

#### **4. Termination.**

(A) The City may terminate Employee's employment either for Good Cause or at will and without Good Cause at any time. In the event the Employee is terminated or this Agreement is not renewed at the end of its term without Good Cause, the City agrees to pay Employee severance pay in a sum equal to six (6) months pay (one-half of the Base Salary) then in effect and to continue during that period health and dental coverage at the applicable rates. For purposes of this Agreement, the City shall have "Good Cause" to terminate Employee's employment if:

- (1) The Employee wilfully fails to substantially and materially perform his duties hereunder and such failure is not cured or discontinued within a reasonable period of time, not to exceed 30 days, after the Employee receives written notice from the City specifying the grounds for such failure;
- (2) The Employee commits an act of dishonesty, disloyalty or other conflict of interest intended to result in personal enrichment at the expense of the City or the Employee is convicted of any felony;
- (3) The Employee is otherwise grossly negligent or engages in willful misconduct or act of violence in the performance of his duties resulting in a material adverse affect on the City.

(B) The severance pay provided in this Section is expressly conditioned on Employee's execution of an appropriate release of all claims, known or unknown, that Employee may then have or contemplate.

(C) If the City at any time reduces the salary, compensation, or other benefits of the

Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or if the City refuses, within thirty (30) days of written notice from Employee of the specifics of non-compliance, to comply with any other provision of this Agreement that benefits the Employee, then the Employee may deem his employment terminated without Good Cause.

(D) If the Employee voluntarily resigns his position during the term of this Agreement, Employee shall not be entitled to severance pay as provided by Section 4 (A), above.

**5. 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; (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 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.

**6. Attorney's Fees.** Should either party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the party losing in such legal proceedings shall pay the reasonable attorneys' fees and expenses (including, but not limited to expert witness fees and deposition expenses) of the party prevailing in such legal proceedings.

**7. 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.

**8. 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.

**9. Waiver.** Either City or Employee shall have the right to waive any requirement contained in this Agreement, which 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. Computation of Deadlines.** If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

**16. Dispute Resolution; Enforcement of Contract.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute (2) If the response does not reasonably resolve the dispute, 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 dispute; (3) If those persons cannot or do not resolve the dispute, 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 dispute.

**EXECUTED** on the dates indicated below but deemed to be effective as of the 1st day of January, 2012 (the “Effective Date”).

**CITY:**

**EMPLOYEE:**

\_\_\_\_\_  
Ronald E. Jones  
Mayor

\_\_\_\_\_  
Craig J. Hametner  
Internal Auditor

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

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



# City Council Item Summary Sheet

Work Session

Date: March 6, 2012

Agenda Item

## Appointment of Municipal Judges

### Summary of Request/Problem

Council is requested to consider the appointment of Robert J. Beasley as chief judge and Sonja H. Galbraith as associate judge of the Garland Municipal Court, each for a term of two years commencing on January 1, 2012.

### Recommendation/Action Requested and Justification

Approve by minute action the appointment of Robert J. Beasley as chief judge and Sonja H. Galbraith as associate judge of the Garland Municipal Court.

Submitted By:

Approved By:

**William E. Dollar**  
City Manager



# Planning Report

File No. 12-06/District 2

Agenda Item: 13a

Meeting: City Council

Date: March 6, 2012

## All American Scrap Metal

200 Rayburn Street

### REQUEST

Approval of a Specific Use Permit for a Recycling Center on property zoned Commercial-2 (C-2) District

### OWNER

Roy Gaines

### PLAN COMMISSION RECOMMENDATION

On February 13, 2012 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of the Specific Use Permit for a five (5) year time period tied to All American Scrap Metal Recycling.

### STAFF RECOMMENDATION

Approval of a Specific Use Permit for a Recycling Center on property zoned Commercial-2 (C-2) District. The limited operation of the recycling center, with the absence of heavy processing and associated equipment and heavy trucks, would have a limited impact to the area and would be compatible with the prevailing uses in the vicinity. The visual impact of the outdoor storage of materials would be minimized by the construction of a solid fence.

### BACKGROUND

The applicant proposes to operate a Recycling Center in the existing building at 200 Rayburn Street currently occupied by a carpet and flooring retailer. Commercial-2 (C-2) District permits a Recycling Center with approval of a Specific Use Permit.

### SITE DATA

The subject property contains approximately 0.197 acres in area, fronting approximately 88 feet along Rayburn Street and approximately 100 feet along Avenue A and Avenue B.

## **USE OF PROPERTY UNDER CURRENT ZONING**

Development of this property is restricted to uses permitted in the Commercial-2 (C-2) District. The C-2 District allows for a broad range of commercial sales, service and repair activities, many of which are not appropriate in a retail or office environment. Recycling Centers are permitted by Specific Use Permit to ensure such a use is compatible with its surroundings.

## **SURROUNDING ZONING AND LAND USES**

North: Property to the north across Avenue A and Bankhead Street is zoned Industrial-1 (I-1) District and is developed with an auto repair facility and a countertop business. Properties fronting Garvon Street are zoned Industrial-1 (I-1) District and are developed with various construction business with outdoor storage yards including a welding shop.

East: Property to the east is zoned Commercial-2 (C-2) District and is undeveloped.

South: Property to the south across Avenue B is zoned Commercial-2 (C-2) District and is undeveloped. There was a Specific Use Permit (S08-08) approved in 2008 to allow a Contractor Equipment & Storage Use. Property to the southwest with said zoning is developed with G-Town Tires. Property to the southeast contains a self-storage facility while there is an abandoned retail building further east followed by Meshack's barbecue.

West: Property to the west across Rayburn Street is zoned Commercial-2 (C-2) District and is undeveloped while property to the northwest is developed with a boat and boat trailer sales and storage yard (S-11).

## **COMPREHENSIVE PLAN**

The Comprehensive Plan suggests Commercial and Retail for the subject property as well as those in the surrounding area north and south of Avenue A, west of Hopkins Street. In addition to retail uses, this category includes wholesale commercial sales and general business uses. Historically, the area has been characterized with predominately automotive sales, service and repair facilities, warehouses, and contractor equipment and storage businesses.

## **CONSIDERATIONS**

1. The applicant is requesting a Specific Use Permit for a Recycling Center on the subject property. The building contains 2,990 square feet in area. The recycling center will purchase recyclable metal materials such as aluminum, cast iron, other iron, copper, steel and brass. The existing warehouse will be used for office space as well as for storing and sorting of materials. The hours of operation will be Monday through Friday, 8:00 a.m. to 6:00 p.m. and Saturday, 8:00 a.m. to 5:00 p.m.

2. The Zoning Ordinance defines a recycling center as a facility that is not a salvage yard and in which recoverable resources such as newspapers, glassware and metal products are collected, stored, flattened, crushed or bundled. Any sales of whole parts or units of automobiles and/or machinery shall be classified as a salvage yard use and are expressly prohibited. The applicant states there would be no balers or other crushing devices or heavy equipment as activities would be limited to sorting of recycling products and shipping them out. There are three existing service bays on the western elevation. One of these service bays, the most northern one, would be closed to accommodate required parking. The remaining two service bays would serve the recycling activities; primarily the unloading and loading of materials.
3. The proposed recycling center will be small in nature and will receive goods from personal vehicles or small trucks. The applicant proposes that all sorting operations will be conducted indoors which limits the visual impact from surrounding properties. There is a smaller outdoor storage area on the north side of the building adjacent to Avenue A. The outdoor storage is surrounded with a chain-link fence. The applicant proposes to use the area for the storage of materials. To screen the storage area from the street(s), the applicant proposes to remove the chain-link fence and replace it with an 8-foot tall corrugated metal fence. The Transportation Department has indicated that since the fence material would be solid, it must be moved a minimum of 13 feet from the southern curb of Avenue A to maintain visibility for motorists. The applicant is aware of this requirement and intends on complying.
4. Staff recommends limiting the operation to the collecting and sorting of materials only, as proposed by the applicant. Given the limited size of the property and the visibility of the business from Avenue B and surrounding properties, prohibiting balers, other heavy processing equipment would minimize sonance and visual impacts, or traffic conflicts.
5. Vehicular access to the site would be accomplished from Rayburn Street and Avenue B. The parking requirement for a Recycling Center is one parking space for each 300 square feet of office and one space for each 1,000 square feet of site area. With an approximately (400) square foot office space and the remaining 3,940 square feet of the indoor warehouse and outdoor storage area, only six (6) parking spaces are required. There are six (6) parking spaces planned for the site.
6. Since the applicant is not expanding the building or adding any new parking surface area, compliance with the Screening and Landscape Standards is not required. The screening of the outdoor storage area would be provided in the form of a metal fence.
7. The applicant is requesting a Specific Use Permit for a five (5) year time period tied to **All American Scrap Metal Recycling.**

## **COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

The nature of the surrounding area is primarily heavy commercial uses. The property is within an area that has transitioned more toward heavy commercial, warehousing, contractor equipment and storage yards as well as other custom manufacturing and repair businesses. This particular recycling center would not have the crushing or baling activity as found in a larger, more intensive recycling center. Nevertheless, it is paramount that outdoor storage of materials is screened completely given the property is located on a thoroughfare and is highly visible to motorists and the surrounding property owners. Given the limited size and operation of the facility and the proposed screening, staff suggests the use would be compatible with the prevailing zoning and uses in the vicinity.

Prepared By:

Maxwell Fisher  
Principal Planner

Date: February 15, 2012

Reviewed By:

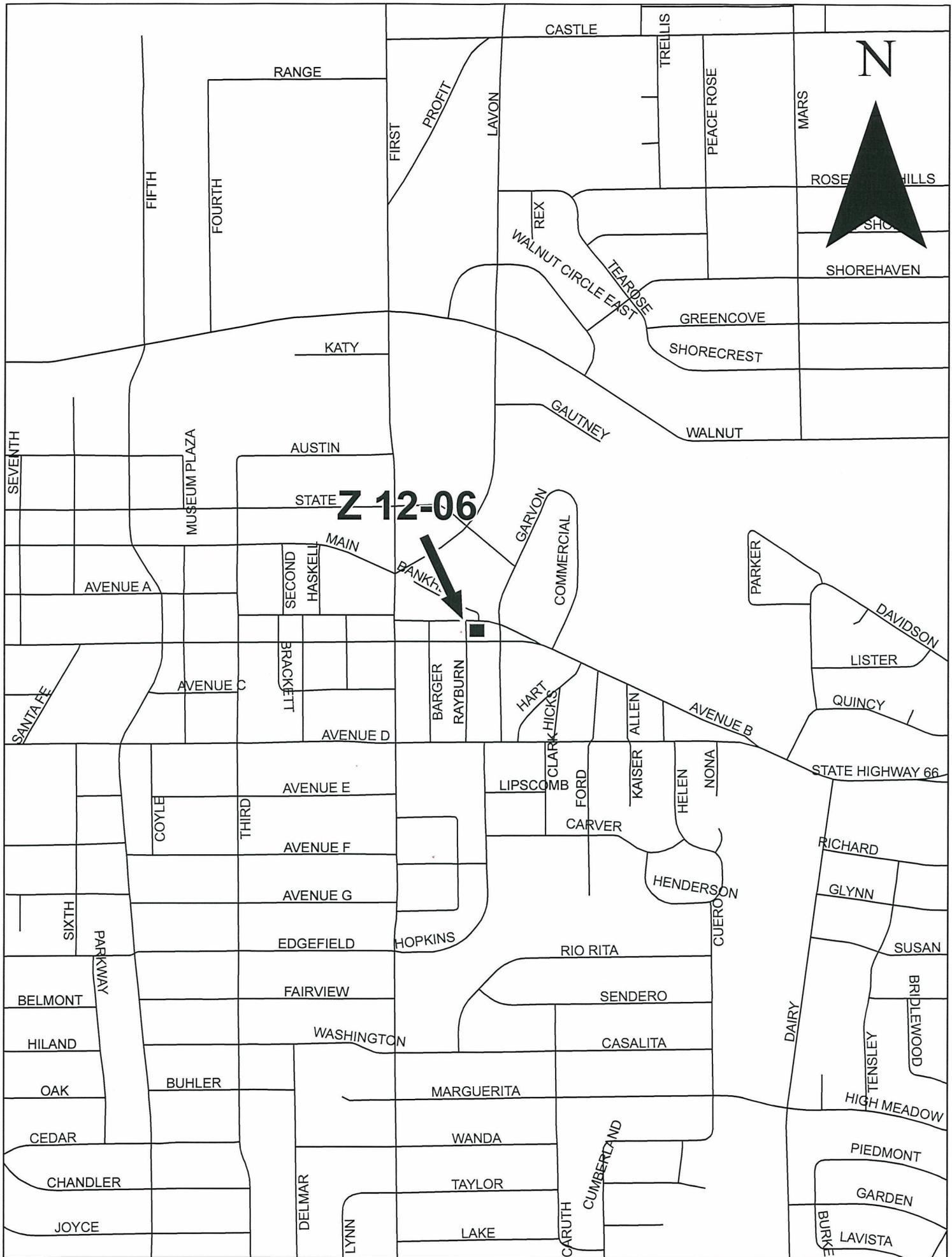
Neil Montgomery  
Director of Planning

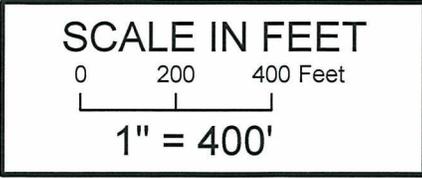
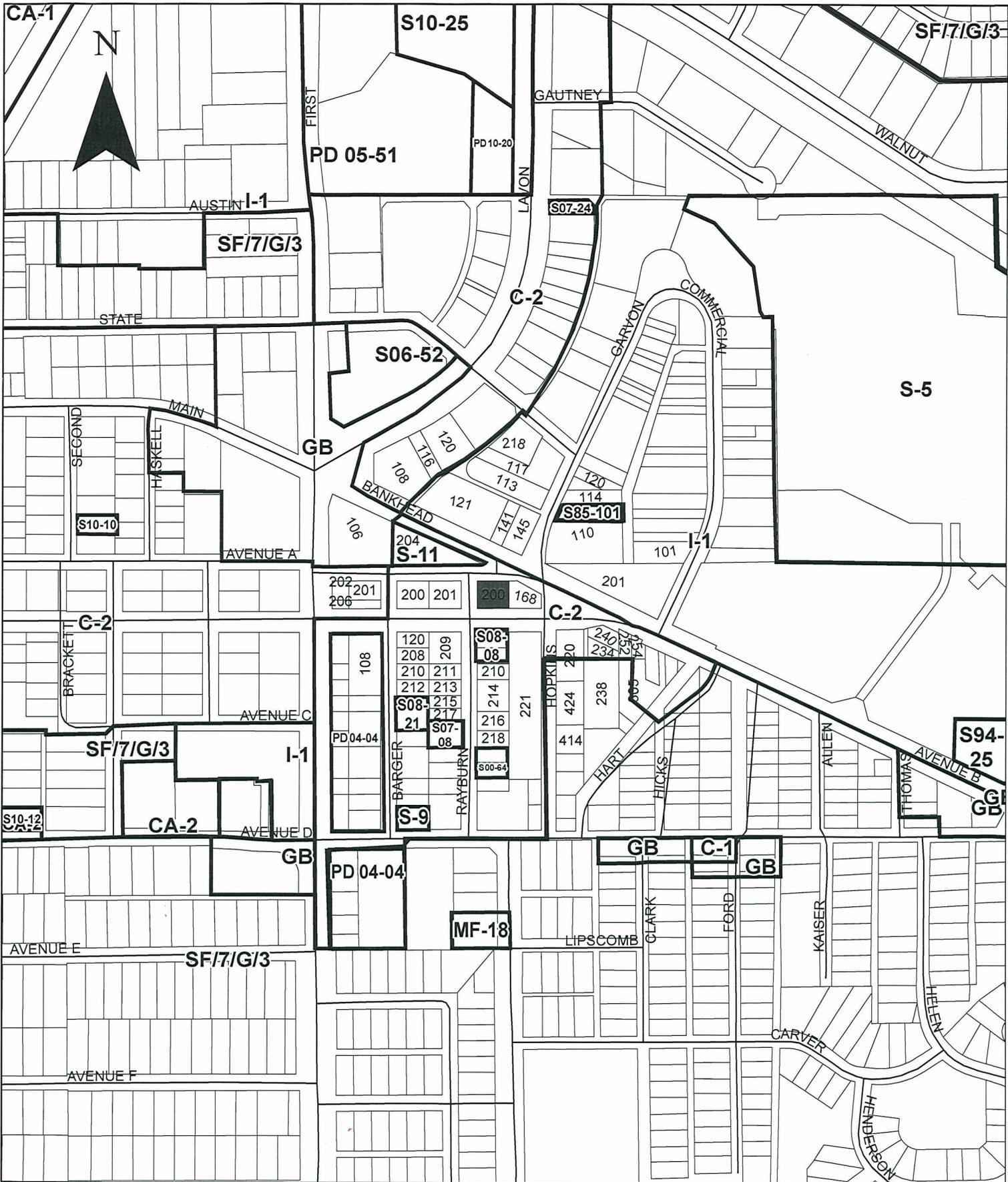
Date: February 21, 2012

Reviewed By:

William E. Dollar  
City Manager

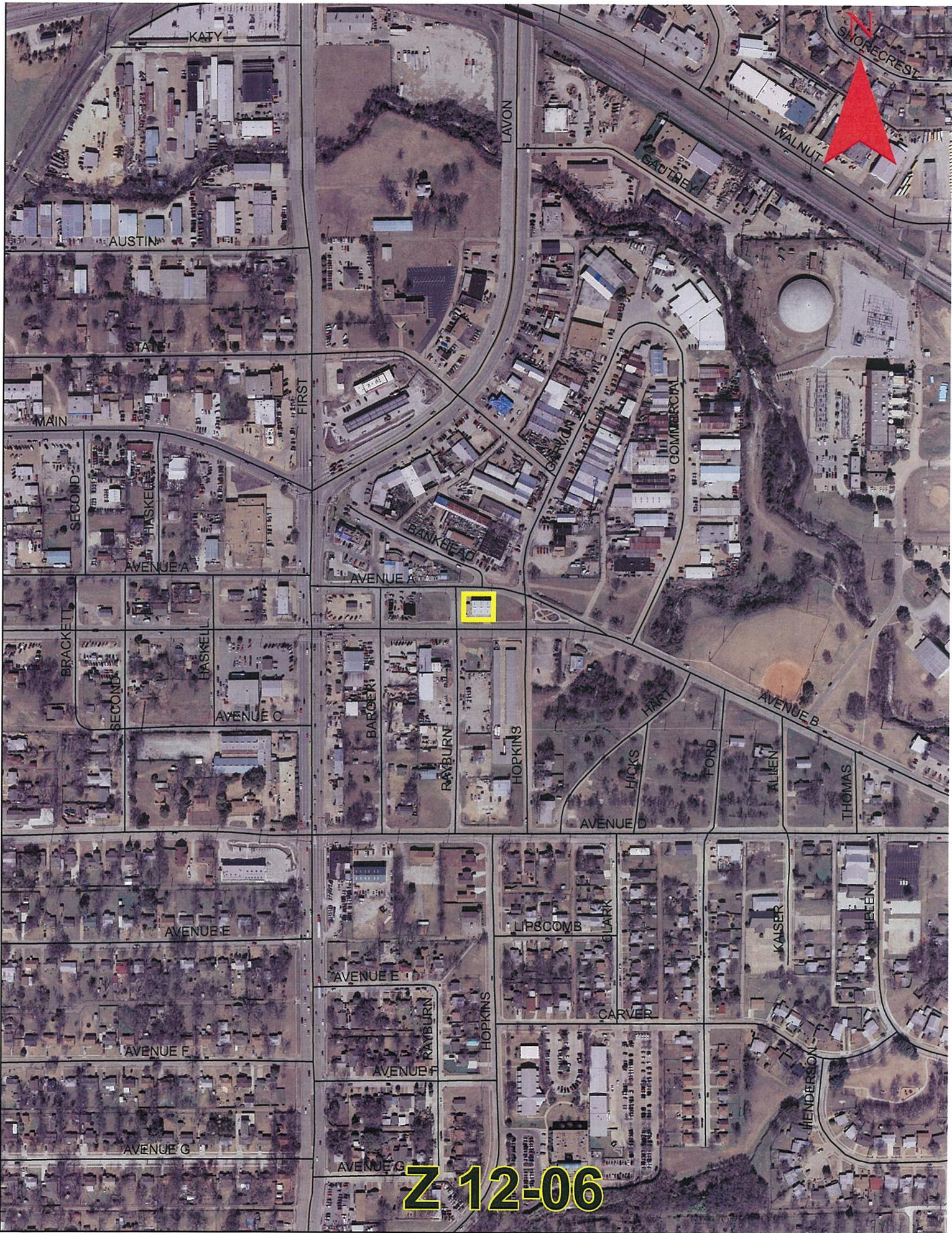
Date: February 22, 2012





**■** INDICATES  
AREA OF REQUEST

**ZONING**  
**Z 12-06**



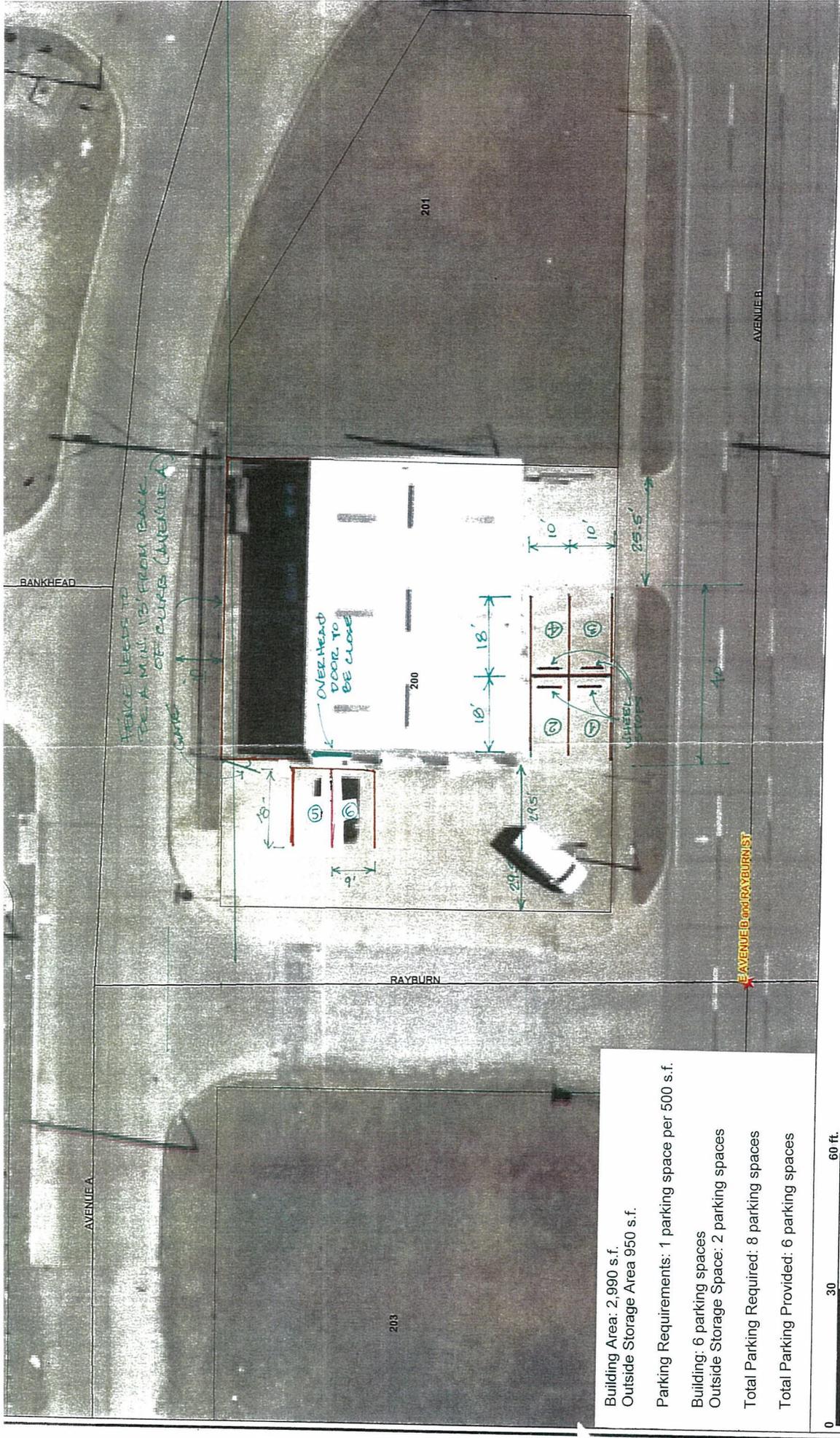
Z 12-06

## SPECIFIC USE PERMIT CONDITIONS

### ZONING FILE 12-06

#### 200 Rayburn Street

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow a Recycling Center subject to conditions.
- II. **Statement of Effect:** This permit 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 Commercial-2 (C-1) District set forth in Sections 26 and 33 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Specific Regulations:**
  - A. Time Period: The Specific Use Permit shall be in effect for a five (5) year time period and shall be tied to **All American Scrap Metal Recycling**.
  - B. Site Plan: The site plan shall be in general conformance with Exhibit C.
  - C. Outdoor Storage: Outdoor storage must be screened from public view with a minimum 8-foot tall fence.
  - D. Maintenance of Property: Site must comply with all applicable City Ordinances regarding littering and property maintenance.
  - E. Sorting of Materials: Sorting of materials shall be done indoors or within the outdoor area on the north side of building, completely screened from the streets.
  - F. Storage of Materials: Any materials stored in the enclosed outdoor storage area on the north side of the building shall not be visible from the adjacent streets. Stacked materials where permitted in the screened outdoor storage area shall be kept below the height of the fence at all times.
  - G. Permitted Activities: Any sales of whole parts or units of automobiles and/or machinery shall be classified as a salvage yard use and are expressly prohibited.



Map center: 32° 54' 39.47" N, 96° 37' 44.6" W

Building Area: 2,990 s.f.  
 Outside Storage Area 950 s.f.  
 Parking Requirements: 1 parking space per 500 s.f.  
 Building: 6 parking spaces  
 Outside Storage Space: 2 parking spaces  
 Total Parking Required: 8 parking spaces  
 Total Parking Provided: 6 parking spaces



This map is a user-generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

## REPORT & MINUTES

**P.C. Meeting, February 13, 2012 (8 Members Present)**

**Consideration of the application of All American Scrap Metal, requesting approval of a Specific Use Permit for a Recycling Center on property zoned Commercial-2 (C-2) District. The property is located at 200 Rayburn Street. (File 12-06)**

Roy Gaines, 200 Rayburn St, Garland, was available for questions.

Questions from the Commissioners included the negative responses received from some of the surrounding property owners, the type of scales used for weighing incoming product, and whether the operation would include processing or just sorting of materials.

**Motion** was made by Commissioner LeMay, seconded by Commissioner Vera to **approve** the Specific Use Permit for a period of 5 years tied to All American Scrap Metal as recommended by staff with a change to condition "E" removing the word "processing". **Motion carried: 8 Ayes, 0 Nays.**



# Planning Report

File No. 12-08/District 1

Agenda Item: 13b

Meeting: City Council

Date: March 6, 2012

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## FIREWHEEL MASTER PARTNERSHIP, LTD.

**East of State Highway 78, north of President George Bush Turnpike (PGBT)**

### REQUEST

Approval of an amendment to items VII.E.2. and 9. and Exhibit D of Planned Development Districts 02-25 and 03-53 regarding regulation of freestanding signs.

### OWNER

Firewheel Master Partnership, Ltd.,  
Simon Property Group (Texas) L.P.  
Valley Creek/State Highway 190 Partners L.P.

### PLAN COMMISSION RECOMMENDATION

On February 13, 2012 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of the requested amendments.

### STAFF RECOMMENDATION

Approval of the request to amend Section VII.E.2. and 9. and the accompanying exhibit (Exhibit D) of Planned Development Districts 02-25 and 03-53 regarding regulation of freestanding signs to 1) replace a P-2 type (32.5 feet in height and 330 square feet in sign area) multi-tenant pylon sign on the easternmost tract (Tract 2) with a P-4 type (40 feet in height and 550 square feet in sign area) sign, 2) replace two P-3 type (40 feet in height and 450 square feet in sign area) signs west of Firewheel Parkway with two P-4 type signs (40 feet in height and 550 square feet in sign area) and 3) permit all freestanding pylon and monument signs identified on the amended exhibit to have digital graphic displays and electronic messages as regulated by Ordinance No. 6482 regarding programmable signs.

The recent opening of the PGBT eastern extension to IH 30 has increased the regional access and visibility of the Firewheel Town Center. Allowing a P-4 type 40' tall multi-tenant pylon sign at the easternmost portion of the overall site will enhance the visibility of the Town Center for westbound travelers on PGBT. Similarly, increasing the maximum sign area of two of the P-3 multi-tenant signs (thereby creating P-4 signs) will allow larger letters and improved readability from PGBT. Amendment of the PD regarding the use and regulation of digital graphic displays and electronic message signs will confirm the intent of the ordinance to allow all signs identified on the sign exhibit to employ such technology and will ensure compliance with updated standards adopted by City Council in 2011 for programmable signs.

## **BACKGROUND**

The subject property comprises the existing and future development within Garland's Firewheel Town Center. The Planned Development Districts (PD 02-25 and 03-53) which govern Firewheel Town Center and its peripheral development contain specific and unique conditions regulating the location, number, size and type of freestanding signs. An exhibit (Exhibit D) illustrating the location and types of allowed signs is also part of the PD ordinances. The applicant is requesting to amend certain conditions and the related exhibit in order to 1) replace a P-2 type (32.5 feet in height and 330 square feet in sign area) multi-tenant pylon sign on the easternmost tract (Tract 2) with a P-4 type (40 feet in height and 550 square feet in sign area) sign, 2) replace two P-3 type (40 feet in height and 450 square feet in sign area) signs west of Firewheel Parkway with two P-4 type signs (40 feet in height and 550 square feet in sign area) and 3) permit all freestanding pylon and monument signs identified on the amended exhibit to have digital graphic displays and electronic messages as regulated by Ordinance No. 6482 regarding programmable signs.

## **SITE DATA**

The subject property contains various developed and undeveloped tracts of land totaling approximately 174 acres located northeast of State Highway 78 and President George Bush Turnpike commonly known as Firewheel Town Center. It has frontage on State Highway 78, Firewheel Parkway and President George Bush Turnpike, as well as on the interior streets within Firewheel Town Center.

## **USE OF PROPERTY UNDER CURRENT ZONING**

Development of this property is restricted to the uses and standards permitted in Planned Development (PD) Districts 02-25 and 03-53 for Freeway Uses specifically designed to guide development of the Firewheel Town Center. PD 02-25 established the zoning, Concept Plan and conditions for the Town Center and its peripheral development, whereas PD 03-53 established the Detail Plan and conditions for development of the Town Center itself.

## **SURROUNDING ZONING AND LAND USES**

- North: Property immediately to the north across Firewheel Parkway is zoned Agriculture and Planned Development (PD) District 02-25 for Freeway Uses. These properties are undeveloped floodplain, with the exception of a GP&L electric substation. PD 05-60 is developed with the Parkside at Firewheel apartment community.
- East: Property immediately to the east is zoned Planned Development (PD) District 02-25 for Freeway Uses and is undeveloped.
- South: Property to the south, located across President George Bush Turnpike, is zoned with various Planned Development Districts for Shopping Center Uses and is developed with retail, personal services and restaurants.

West: Property to the west is zoned in Planned Development (PD) Districts 04-54 and 10-06 for Freeway Uses and is developed with Firewheel Market, a combination of three multi-tenant buildings accommodating various retail, personal services and restaurant uses, and In-N-Out Burger drive-thru restaurant. Property to the west across State Highway 78 is zoned Agriculture (AG) District and is undeveloped.

## **COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

Firewheel Town Center and its peripheral development tracts comprise a unique, mixed use development of a regional scale. As such, it has unique design characteristics and requirements which necessitate unique regulation. The applicant's request for special consideration regarding freestanding signage is compatible with the intent of the original PD (02-25 and 03-53) requirements, and with the nature of the surrounding regional and community scale retail and service development.

## **COMPREHENSIVE PLAN**

The North Area element of the Comprehensive Plan recommends Regional Retail for the subject site as well as for the entire Firewheel Center. Regional Retail includes commercial facilities of a regional scale such as a number of large full-line department stores anchoring a center having a broad range of retail and restaurant facilities.

## **CONSIDERATIONS**

1. **Type P-4 Pylon Signs:** Section VII.E.2 of the PD (02-25 and 03-53) requirements and accompanying signage exhibit allows three 40' tall multi-tenant pylon signs. These signs are designated as P-3 on the original signage exhibit. In addition, the PD requirements allow another P-3 sign on Tract 2, east of Firewheel Parkway. The location of this sign was not designated on the exhibit, pending future development plans. Only one P-3 sign has been constructed, at Crist Road and PGBT. The applicant is requesting that the two future P-3 signs west of Firewheel Parkway be allowed to be increased in sign area (thus becoming P-4 signs on the revised exhibit), and that a third P-4 sign be allowed on the easternmost portion of the undeveloped tract (Tract 2) east of Firewheel Parkway. This sign would replace one of two P-2 signs (32.5 feet in height and 330 square feet in sign area) allowed on Tract 2 by the original PD (02-25) requirements. The P-3 sign on Tract 2 would remain as such, with a maximum height of forty (40) feet and a maximum sign area of 450 square feet. The general location of this sign, as well as the remaining P-2 sign, has been designated on the revised exhibit (Exhibit C) that accompanies this request. The net effect of this request would be to add one additional 40' tall multi-tenant pylon sign and eliminate one 32.5' tall pylon sign on Tract 2. The number, size and general location of the other freestanding pylon and monument signs allowed by the PD would not change.

The recent opening of the PGBT eastern extension to IH 30 has increased the regional access and visibility of the Firewheel Town Center. Allowing an additional 40' tall multi-tenant pylon sign at the easternmost portion of the overall site will enhance the visibility of the Town Center, especially for westbound travelers on PGBT.

2. **Increase in Sign Area:** The original P-3 signs were limited by the PD requirements to a sign area of 450 square feet per side. The applicant is requesting an increase in sign area of 100 square feet for two of the previously designated P-3 signs west of Firewheel Parkway, thus creating P-4 signs. The maximum height of the future P-4 signs and the one remaining existing P-3 sign would remain at 40', but the P-4 signs would be allowed 550 square feet of sign area per side. The applicant has indicated that the 450 square foot maximum sign area does not accommodate letters of a size adequately readable from PGBT and its frontage road. This only became evident once the final configuration of PGBT was set and the roadway completed.

3. **Digital Graphic Display:** Section VII.E.9 of the PD (02-25 and 03-53) requirements states that "Freestanding signs within the District are permitted to use lights which create the illusion of movement (electronic message signs)". This requirement was established prior to adoption of the City's programmable sign regulations (Ordinance No. 6482) in September, 2011. The applicant does propose to utilize digital graphic displays and electronic messages on the P-4 pylon signs, as well as on other sign types on the subject property. The PD requirement has been modified to confirm that all of the signs identified on the sign exhibit may employ digital graphic displays and electronic messages, but must comply with the requirements of Ordinance No. 6482.

4. **Exhibit D Replacement:** If the applicant's request is approved, the signage exhibit (Exhibit D) adopted with the original PD 02-25 ordinance will be replaced with a new exhibit (Exhibit C attached to this report) which reflects the addition of the P-4 sign type, illustrates the digital/electronic display, and establishes the general location of all allowed pylon and monument signs within the District, including the signs on Tract 2 that were permitted by the original PD conditions but were previously undesignated on the signage exhibit.

Prepared By:

Anita Russelmann  
Assistant Director of Planning

Date: February 22, 2012

Reviewed By:

Neil Montgomery  
Director of Planning

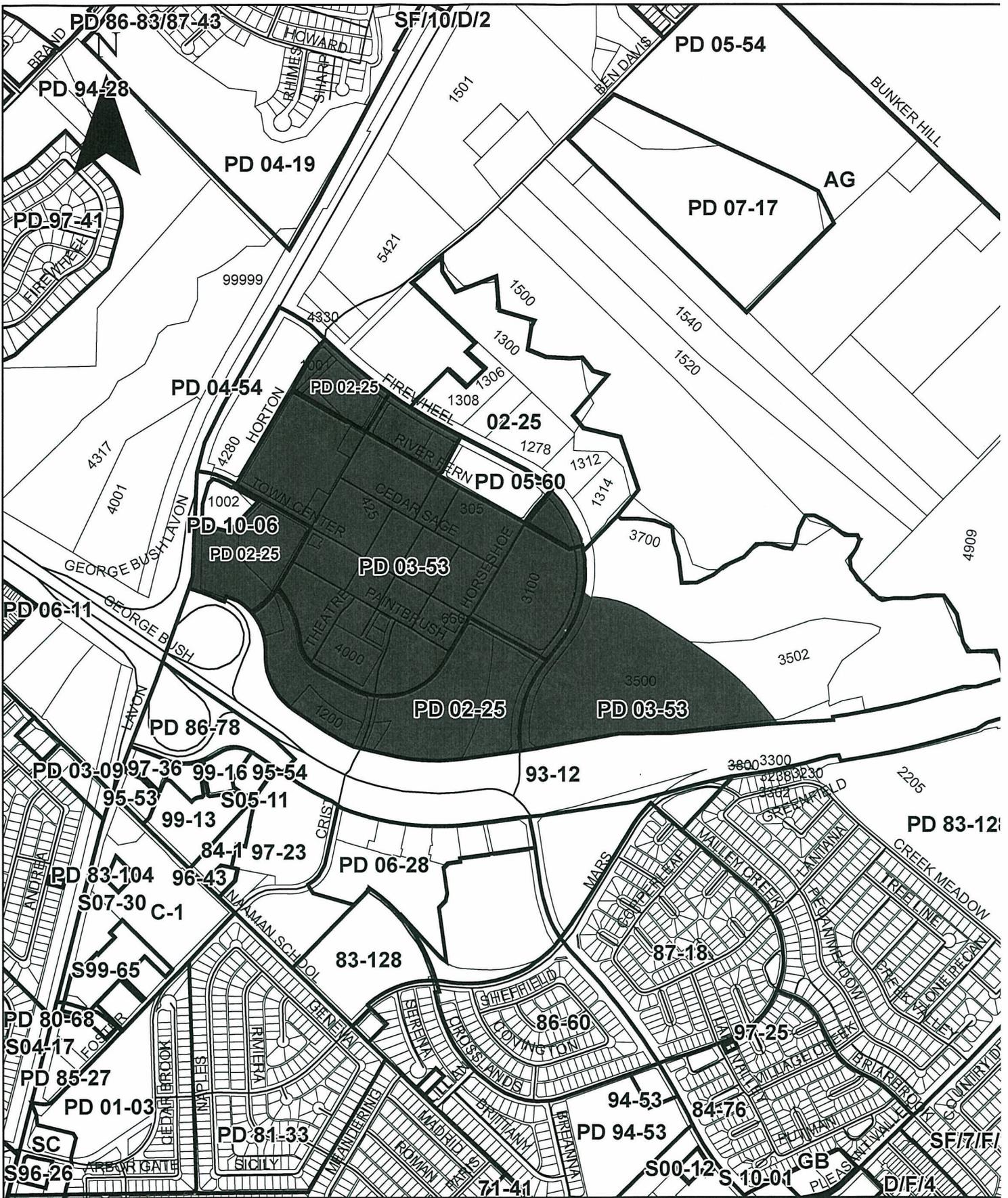
Date: February 23, 2012

Reviewed By:

William E. Dollar  
City Manager

Date: February 27, 2012





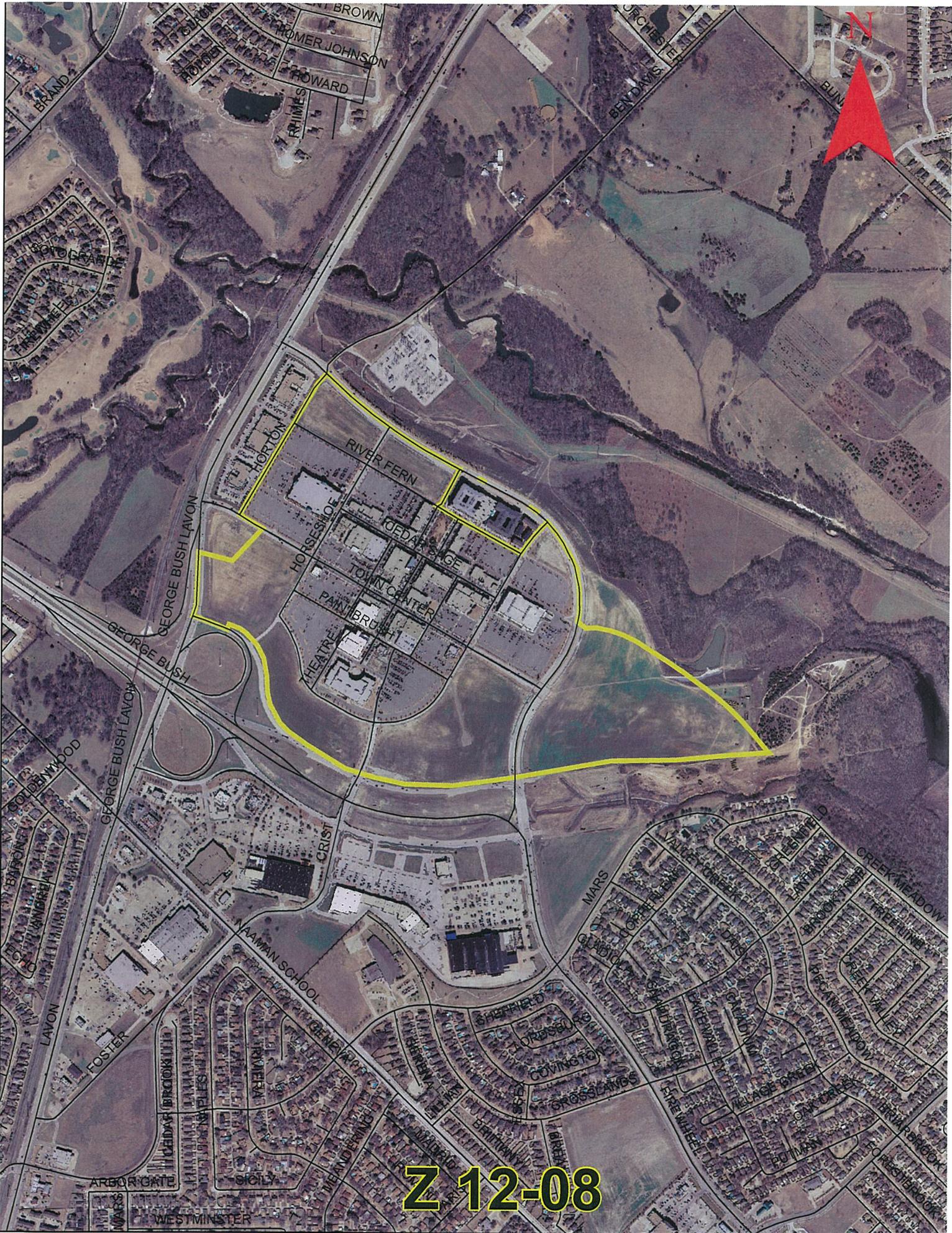
SCALE IN FEET

0 600 1,200 Feet

1" = 1200'

 INDICATES  
AREA OF REQUEST

**ZONING**  
**Z 12-08**



**Z 12-08**

## PLANNED DEVELOPMENT REQUIREMENTS

### Firewheel Town Center

- I. **Statement of Purpose:** The purpose of this Planned Development District is to amend certain requirements regarding freestanding signs as identified on the Signage Exhibit for Firewheel Town Center and its peripheral development tracts.
- 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 Planned Development (PD) Districts 02-25 and 03-53 for Freeway Uses and the Freeway (FW) District set forth in Sections 31 and 46 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Specific Regulations:**
  - A. Development Requirements: Refer to Planned Development (PD) District 02-25 and PD 03-53 for development requirements and general conditions for the Firewheel Town Center.
  - B. Freestanding Signs: Freestanding signs shall be in conformance with Section VII.E.1., 3. and 4. of Planned Development (PD) District 02-25. In addition, the following shall apply, and shall replace Section VII.E. 2. and 9.
    1. Replacement of Exhibit D. Exhibit D of PD 02-25 shall be deleted in its entirety and replaced by Exhibit C attached hereto.
    2. Number, Location, Height and Size of Sign Types. Pylon signs shall be allowed only at the locations as shown on Exhibit C.

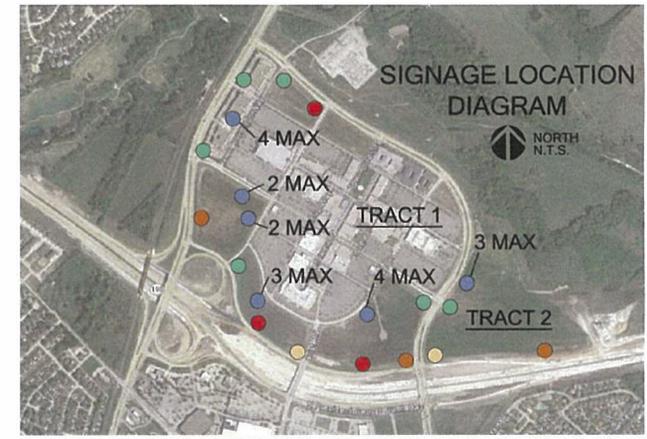
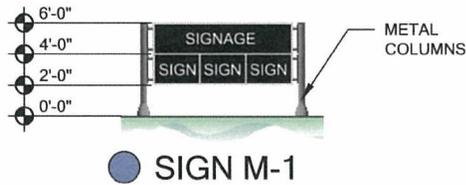
Tracts 1, A, B, C, D, E and F (as identified in PD 02-25). There shall be a maximum of two signs with a maximum height of forty (40) feet and a maximum size of 550 square feet per side (identified on Exhibit C as Sign P-4); there shall be a maximum of one sign with a maximum height of forty (40) feet and a maximum size of 450 square feet per side (identified on Exhibit C as Sign P-3); there shall be a maximum of five signs

with a maximum height of thirty-two and one-half (32.5) feet and a maximum size of 330 square feet per side (identified on Exhibit C as Sign P-2); and a maximum of three signs with a maximum height of twenty-five (25) feet and a maximum size of 210 square feet per side (identified on Exhibit C as Sign P-1).

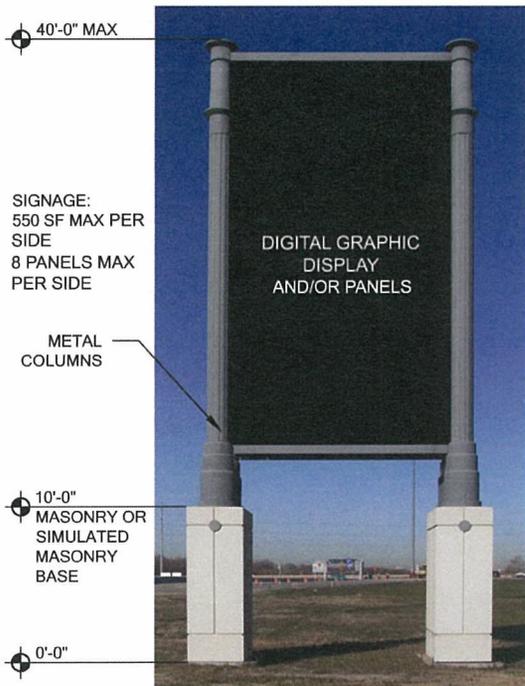
Tract 2. There shall be a maximum of one sign with a maximum height of forty (40) feet and a maximum size of 550 square feet per side (identified on Exhibit C as Sign P-4); there shall be a maximum of one sign with a maximum height of forty (40) feet in height with a maximum area of 450 square feet per side (identified on Exhibit C as Sign P-3); there shall be a maximum of one sign with a maximum height of thirty two and one-half (32.5) feet with a maximum area of 330 square feet per side (identified on Exhibit C as Sign P-2). A maximum of three monument signs (Sign M-1), not to exceed six feet in height and eight feet in width, shall be located as generally indicated on Exhibit C.

3. Digital/Electronic Programmable Display. Subject to the operating requirements of Ordinance No. 6482, excluding provisions limiting the number, size or type of signs, all pylon and monument signs within the Planned Development District are permitted to use a digital/electronic programmable display. The use of digital/electronic programmable signs shall not be limited to one per site, but shall be allowed for all pylon and monument signs permitted by this Planned Development District.
4. On-premise Signs. Each sign is available for use or display by all tenants, users, owners and other occupants of any tract (Tract 1, 2 and A – F as identified by PD 02-25) of the Planned Development District and any of such parties' products or services and shall be deemed an on-premise sign for all purposes.

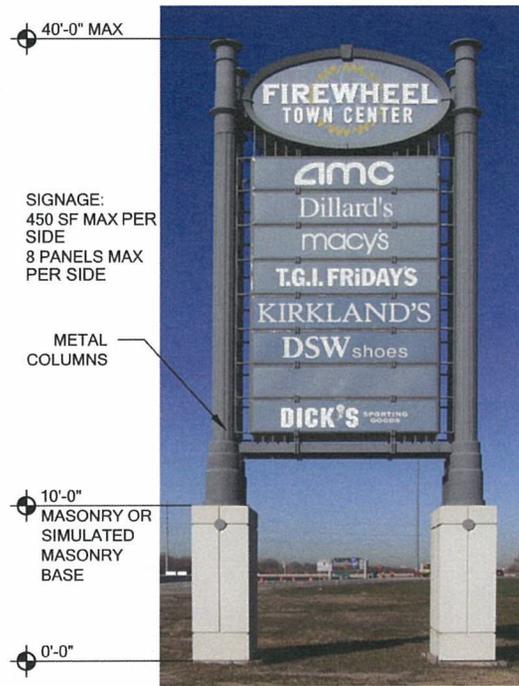
SIGNAGE:  
36 SF MAX PER SIDE  
4 PANELS MAX PER SIDE



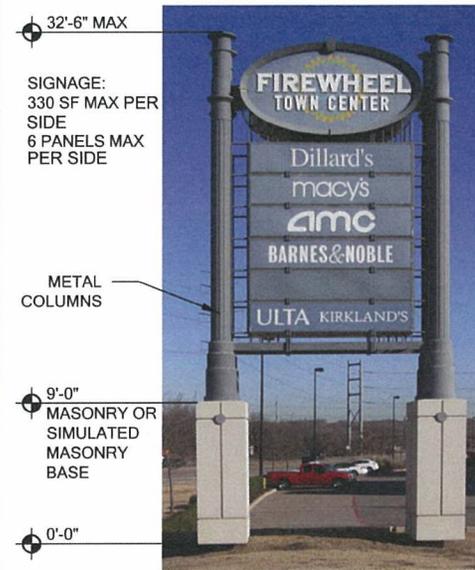
SIGNAGE LOCATIONS AS INDICATED ARE APPROXIMATE, MAP NOT TO SCALE



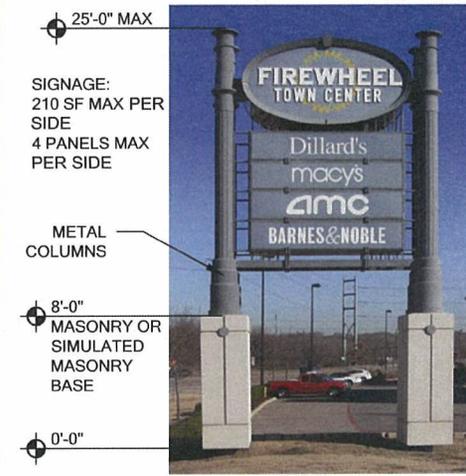
● SIGN P-4



● SIGN P-3



● SIGN P-2



● SIGN P-1

SIGNAGE EXHIBIT

Firewheel Town Center  
Garland, Texas

Job #: 12007.00  
File Name: Signage-2.dwg  
Date: 02.08.2012  
Drawn by: ELB

**NOTE:** IMAGES ARE NOT TO SCALE; HEIGHT & WIDTH DIMENSIONS MAY VARY SUBJECT TO HEIGHT MAX SET FORTH ABOVE FOR EACH SIGN TYPE.



GFF Planning

2808 Fairmount Street  
Suite 300  
Dallas, Texas 75201

214.303.1500/Tel  
214.303.1512/Fax  
www.gff.com

MASONRY OR COMPARABLE MATERIAL, BACK DROP AND CAP PIECE

40'-0" MAX



SIGNAGE:  
450 SF MAX.  
8 PANELS MAX

MASONRY COLUMNS

12'-0"

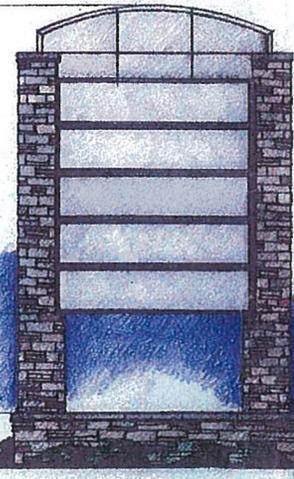
MASONRY OR COMPARABLE MATERIAL, BASE AND CAP PIECE

4'-0"

0'-0"

**3** SIGN P-3

32'-6" MAX



SIGNAGE:  
330 SF MAX.  
6 PANELS MAX

10'-8"

3'-8"

0'-0"

**2** SIGN P-2

25'-0" MAX



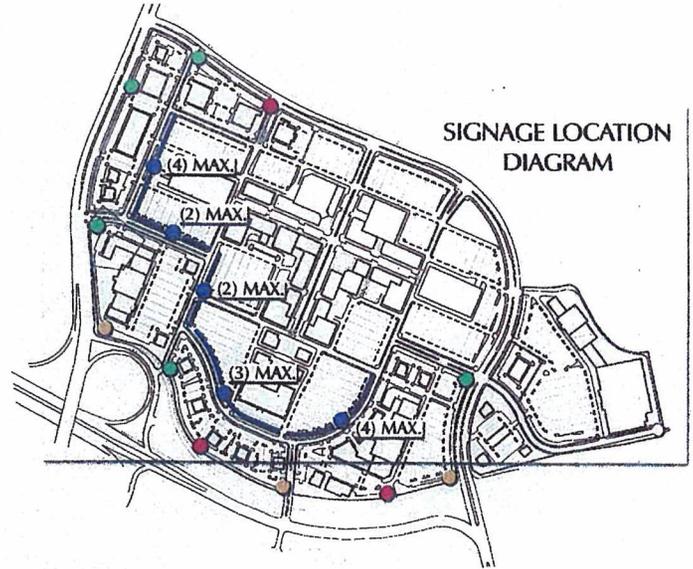
SIGNAGE:  
210 SF MAX.  
4 PANELS MAX

9'-4"

3'-0"

0'-0"

**1** SIGN P-1



SIGNAGE LOCATION DIAGRAM

SIGNAGE:  
36 SF MAX.

6'-0"

4'-0"

0'-0"



**4** SIGN M-1

17 July 2002



GOOD FULTON & FARRELL  
ARCHITECTS

SIGNAGE EXHIBIT  
FIREWHEEL TOWN CENTER  
GARLAND, TEXAS

EXHIBIT D

## REPORT & MINUTES

P.C. Meeting, February 13, 2012 (8 Members Present)

**Consideration of the application of Firewheel Master Partnership Ltd, requesting approval of an amendment to items VII.E.2. and 9. and the accompanying exhibit (Exhibit D) of Planned Development Districts 02-25 and 03-53 regarding regulation of freestanding signs. The property is located north of President George Bush Turnpike and east of Lavon Drive. (File 12-08)**

Speaking on behalf of the applicant was Evan Beattie, Architect with Good, Fulton & Farrell Architects, 2808 Fairmont St., Ste 300, Dallas.

There were some questions regarding which signs would be digital and the content displayed on the digital signs.

**Motion** was made by Commissioner Luckie, seconded by Commissioner LeMay to **approve** the amendments to Planned Development Districts 02-25 and 03-53 regarding regulation of free standing signs as recommended by staff. **Motion carried: 8 Ayes, 0 Nays.**



# City Council Item Summary Sheet

Work Session

Date: March 6, 2012

Agenda Item

## 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



# GARLAND

## MEMORANDUM

To: Bill Dollar, City Manager  
From: Robby Neill, Director of Civil Service  
Date: February 15, 2012  
Subject: Civil Service Commission Appointments

---

The Civil Service Commission currently has one vacancy which needs to be filled to satisfy the three member requirement under Section 143 of the Local Government Code. Membership of the Commission is through appointment by the Chief Executive Officer and confirmation by the Governing Body, with the following eligibility criteria:

- Sec. 143.006, (c) A person appointed to the commission must;
- (1) be of good moral character;
  - (2) be a United States citizen;
  - (3) be a resident of the municipality who has resided in the municipality for more than three years;
  - (4) be over 25 years of age; and
  - (5) not have held a public office within the preceding three years.

We would like to recommend Marisol Trevizo for your consideration of appointment to the vacant position on the Civil Service Commission and have attached a Board and Commissions Application form and a biographical sketch for your review.

If acceptable, we will ask that the City Secretary's Office proceed with processing Ms. Trevizo's application and ask that confirmation of her appointment be placed on the City Council agenda for the March 6, 2012 Council meeting.

Please let me know if you have any questions or would like to discuss further.

A handwritten signature in black ink, appearing to read "Robby W. Neill".

Robby W. Neill  
Director of Civil Service

cc: Priscilla Wilson, Sr. Managing Director of Human Resources



**GARLAND**  
TEXAS MADE HERE

# 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: (\*\*Garland Youth Council has a separate application)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Board of Adjustment  | <input type="checkbox"/> Garland Cultural Arts Commission | <input type="checkbox"/> Parks and Recreation Board          |
| <input type="checkbox"/> Building and Fire Code Board                               | <input type="checkbox"/> Garland Youth Council **         | <input type="checkbox"/> Plan Commission *                   |
| <input type="checkbox"/> Citizens Environmental and Neighborhood Advisory Committee | <input type="checkbox"/> Housing Standards Board          | <input type="checkbox"/> Planning and Mechanical Code Board  |
| <input type="checkbox"/> Community Multicultural Commission                         | <input type="checkbox"/> Library Board                    | <input type="checkbox"/> Senior Citizens Advisory Committee  |
| <input type="checkbox"/> Electrical Board   |   | <input checked="" type="checkbox"/> Civil Service Commission |

CITY OF GARLAND  
RECEIVED  
NOV 15 2011  
CITY SECRETARY

Full Name: Marisol Trevizo  
 Home Address: 3026 Gardenia Bus. Address: 650 W. Avenue D  
 City, State, Zip: Garland, TX 75041 City, State, Zip: Garland, TX 75040  
 Home Phone: 214-213-3352 Phone (Other): 972-276-5100  
 Email Address: marisol.trevizo@pilarfonahome.com  
 Resident of Garland for 5 years Resident of Texas for 38 years  
 Are you a registered voter in Dallas County?  Yes  No  
 Voter Registration No. 1078715758 Precinct No. 2458 City Council District No. 5  
 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.

CITY OF GARLAND  
RECEIVED  
FEB 03 2012  
CITY SECRETARY

If you have served on a City Board or Commission, please specify and list dates of service.

n/a

List civic or community endeavors with which you have been involved.

Leadership Garland - current class

What is your educational background?

B.A. in Spanish / Elementary Education + Masters in Public Administration

What is your occupational experience?

\* Plan Commission members must own property within the city.

I hereby affirm that all statements herein are true and correct.

Marisol Trevizo  
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

Signature: [Signature]  
Tax Clerk

Signature: [Signature]  
Accounting Clerk

Signature: Flaine Simpson  
Interim City Secretary

Date Appointed \_\_\_\_\_  
 Appointed By William E. Dollar, City Manager  
 Date Notified \_\_\_\_\_  
 Date Disclosure Form Filed \_\_\_\_\_

**Marisol Trevizo**  
**Biographical Sketch**

Marisol Trevizo, owner and funeral director of Pilar Funeral Home, opened her business in Garland in November of 2008. Before entering the funeral industry, Marisol enjoyed a successful career in public service, working for both the City of Dallas and the City of Fort Worth, where she held positions in several departments including Economic Development, International Affairs and the City Manager's Office. Marisol has also taught Pre-K Bilingual for the Plano Independent School District.

Marisol holds a Bachelors Degree in Spanish with a Minor in Elementary Education from the University of Texas at Arlington and a Masters Degree in Public Administration from the University of North Texas. More recently, Marisol successfully completed the Funeral Director's Program at the Dallas Institute of Funeral Service.

Marisol is a member of the Kiwanis Club of Garland and currently participates in Class 31 of Leadership Garland. Marisol services on the Advisory Committee of the Dallas Institute of Funeral Service and is a Board Member of the Dallas County Funeral Director's Association.

In her spare time, Marisol enjoys spending time with family and her darling 5-year-old daughter, Pilar.



# 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 20 2012

Full Name: DWIGHT VINCENT HARRY  
 Home Address: 2609 OAK POINT DRIVE Bus. Address: \_\_\_\_\_  
 City, State, Zip: Garland, TX 75044 City, State, Zip: \_\_\_\_\_  
 Home Phone: 972 530 3556 Phone (Other): \_\_\_\_\_  
 Email Address: dwright.harry@verizon.net

CITY SECRETARY

Resident of Garland for 26 years Resident of Texas for 30 years

Are you a registered voter in Dallas County?  Yes  No

Voter Registration No. \_\_\_\_\_ Precinct No. 2106 City Council District No. 7

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.  
I use the Parks and Recreation facilities.

If you have served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.

NAACP, Omega Psi Phi Fraternity, Inc.

What is your educational background?

B.S. Electrical Engineering, MBA Engineering Management

What is your occupational experience?

IT Consulting

\* Plan Commission members must own property within the city.

I hereby affirm that all statements herein are true and correct.

Dwight V. Harry  
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

Date Appointed None

Appointed By \_\_\_\_\_

Date Notified \_\_\_\_\_

Date Disclosure Form Filed \_\_\_\_\_

Signatures  
[Signature] Tax Clerk  
[Signature] Accounting Clerk  
[Signature] Interim City Secretary

Mayor

South Garland T.I.F.



# 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

-TIF (South)

Full Name: Eric Dean Stuyvesant  
 Home Address: 1212 W AVE E Bus. Address: 1212 W AVE E  
 City, State, Zip: Garland TX 75040 City, State, Zip: Garland TX  
 Home Phone: NONE (cell) 214.901.0223 Phone (Other): 75040  
 Email Address: Eric D Stuyvesant @ aol. com

Resident of Garland for 2 1/2 years Resident of Texas for 2 1/2 years

Are you a registered voter in Dallas County?  Yes  No

Voter Registration No. 1169159446 Precinct No. 2126 City Council District No. 2

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.

*Business Experience*

If you have served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.

*South Garland Little League, Garland Freemasons*

What is your educational background?

*I attended college in the 1980s and left before receiving a Communications Degree. Am returning to school for a degree in Geographic Psychology*

What is your occupational experience?

*Business owner*

\* Plan Commission members must own property within the city.

I hereby affirm that all statements herein are true and correct.

*[Signature]*  
 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

*[Signature]*  
 Tax Clerk

*[Signature]*  
 Accounting Clerk

*[Signature]*  
 Interim City Secretary

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

*edwards*

# GARLAND

## Board & Commission Application

Please Print or Type. Return completed application to:  
City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Board or Commission of first, second, and third choice:

- 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
- Utility Advisory Board

Full Name: JOHN DAVID O'HARA

Home Address: 3814 CAMBRIDGE DR Bus. Address: N/A

City, State, Zip: GARLAND TX 75043

Phone: 972-278-3945 Phone: 214-681-2833

Resident of Garland for 37 years Resident of Texas for 44 years

Are you a registered voter in Dallas County?  Yes  No

Voter Registration No. 108056975 Precinct No. 2136 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.  
JOURNEYPERMAN PLUMBING LICENSE No. 11723 STATE INSPECTOR LICENSE No. 1272 STATE OF TX.  
If you have served on a City Board or Commission, please specify and list dates of service. No

List civic or community endeavors with which you have been involved. 8 YRS CHAIR OF EVANGELISM OF TRUSTEES AT ST. PHILIP'S UMC - COMMITTEE / 5 YRS BOARD

What is your educational background? 2 YRS COLLEGE  
3 YRS TRADE SCHOOL

What is your occupational experience? PLUMBING CONTRACTOR / BUILDING INSPECTOR / CODE SPECIALIST CITY OF DALLAS

\* Plan Commission members must own property within the city.  
I hereby affirm that all statements herein are true and correct. John D. O'Hara

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

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

Signatures  
R.M. Nash Tax Clerk  
J.F. [Signature] Accounting Clerk  
James Simpson Interim City Secretary

Jeffus