

# **AGENDA**

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

**City of Garland**

**Council Chambers, City Hall**

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

**November 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 October 16, 2012 Regular Meeting.
  
2. Consider approval of the following bids:

<b>a. 138kV Transmission Structure Replacement Materials</b>	<b>Bid No. 3102-12</b>
Techline, Inc.	\$390,977.18
	<u>40,022.82</u>
<b>TOTAL</b>	<b><u>\$431,000.00</u></b>

*This request is to provide all materials necessary to replace twelve 138kV transmission structures complete with all appurtenances from Ray Olinger Plant to Elm Gove and Firewheel Substations.*

<b>b. Arc Resistant Switchgear with Control Room Enclosure</b>	<b>Bid No. 3136-12</b>
Powell Electrical Systems, Inc.	\$434,230.00

*This request is to provide an Arc Resistant Switchgear with Control Room Enclosure to accommodate three distribution feeders and all associated protection devices for the Rosehill Substation.*

**c. Lenco BearCat Armored Vehicle**

**Bid No. 3216-13**

**Lenco Armored Vehicles**

**\$150,491.00**

*This request is to purchase a refurbished Lenco BearCat Armored Vehicle for the Garland Police Department. The vehicle will enhance detection and tactical equipment delivery capabilities resulting in: safer civilian and officer rescues; safer operational maneuvers for responders; safer deployment of bomb, Hazmat, and Special Weapons and Tactics personnel.*

**3. Consider by minute action approval of 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.*

**4. Consider by minute action approval of 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.*

**5. Consider a resolution adopting the annual review of the City's Investment Policy and Financial Policy and approving the Statement of Investment Strategy.**

*At the October 15, 2012 Work Session, Council considered adopting the annual review of the City's written Investment Policy, Investment Strategy, and approved broker list.*

**6. Consider by minute action authorizing the acceptance of the Urban Area Security Initiative Grant Program Award totaling \$72,688.26.**

*At the November 5, 2012 Work Session, Council was scheduled to consider authorizing the acceptance of the Urban Area Security Initiative Grant Program award totaling \$72,688.26 for a 17-month period ending January 31, 2014. This grant will allow the City of Garland to enhance its capabilities to respond to the disaster related needs of its citizens and also provide the necessary funding to sustain current activities and future enhancements without an economic impact to the City.*

- 7. Consider by minute action authorizing the acceptance of the Urban Area Security Initiative – Law Enforcement Terrorism Prevention Activity Grant Program Award totaling \$73,000.**

*At the November 5, 2012 Work Session, Council was scheduled to consider authorizing the acceptance of the Urban Area Security Initiative – Law Enforcement Terrorism Prevention Activity Grant Program award totaling \$73,000 for a 17-month period ending January 31, 2014. This grant will allow the City of Garland to enhance its capabilities to respond to the disaster related needs of its citizens and also provide the necessary funding to sustain current activities and future enhancements without an economic impact to the City.*

- 8. Consider a resolution establishing both the Work Session and Regular Meeting for the second meetings in November to be held on Tuesday, November 20, 2012; both the Work Session and Regular Meeting for the first meetings in December to be held on Tuesday, December 4, and the second meetings on Tuesday, December 18 and due to the New Year's holiday, the January meetings to be rescheduled to January 7 and 8 and January 21 and 22, 2013.**

*At the November 5, 2012 Work Session, Council was scheduled to consider changing the dates of the second Work Session in November, the Work Sessions in December, and the meetings in January.*

- 9. Consider an ordinance amending the civil service classifications within the Garland Fire Department for the Fiscal Year 2012-2013 by adding an additional Battalion Chief position and eliminating a Lieutenant position; prescribing the number of positions in each classification; and providing an effective date.**

*At the October 15, 2012 Work Session, Council considered authorizing the creation of a Battalion Chief position in exchange for a Lieutenant position. This would increase the number of Battalion Chiefs from 7 to 8, and decrease the number of Lieutenants from 14 to 13.*

- 10. Consider a resolution authorizing the City Manager to execute an engineering services agreement with R-Delta Engineers, Inc.**

*The engineering services agreement with R-Delta Engineers, Inc. is for completing the electrical, civil, structural, and geotechnical engineering, topographic surveying and mapping, planning and design coordination with Third Parties, and permitting and review coordination necessary to provide a 138kV transmission interconnection to Rayburn Country Cooperative and a future Farmers Electric Cooperative (FEC) substation.*

- 11. Consider a resolution authorizing the City Manager to execute an engineering services agreement with R-Delta Engineers, Inc.**

*The engineering services agreement with R-Delta Engineers, Inc. is for completing the engineering, analysis, design, and reporting for the re-conductor upgrade of the ROP #1 to Ben Davis Substation 138kV transmission line with ACSS/TW 959.6 kcmil (Suwannee Conductor). The project consists of approximately 17.33 miles in length of aluminum conductor, and an upgrade of electrical facilities on approximately 170 existing steel transmission structures and two substation dead-end structures.*

- 12. Consider a resolution approving the sale of real property located at 601 6<sup>th</sup> Street, Garland.**

*At the October 15, 2012 Work Session, Council considered approving the sale of real property located at 601 6<sup>th</sup> Street, Garland. The Garland Independent School District has received an offer from the Garland Housing Finance Corporation to purchase the property located at 601 6th Street. The Garland Independent School District is requesting approval from Dallas County and the City of Garland to move forward with the sale of the property. The Garland Housing Finance Corporation has offered \$5,000 for the property which exceeds the judgment amount of \$1,670.93. The net proceeds from the sale to the City of Garland are \$3,636.50 for City liens, post judgment maintenance and \$223.16 for City of Garland prorated tax distribution.*

## 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 a public hearing on the following zoning case:**

**Consider the application of General Improvement Co., requesting approval of a Specific Use Permit for Medical Office/Clinic on property zoned Neighborhood Service (NS) District. The property is located at 3630 North Shiloh Road. (File 12-48)**

*The proposal is for approval of a Specific Use Permit for a Medical Office/Clinic. At the October 8, 2012 meeting, the Plan Commission (by a 9 to 0 vote) recommended approval of the Specific Use Permit for a period of 15 years tied to Mohammed Mansour as recommended by staff.*

**14. 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.*

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

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

**STAFF PRESENT:**

City Manager	William E. Dollar
City Attorney	Brad Neighbor
City Secretary	Lisa Palomba
Deputy City Secretary	Elaine Simpson

**CALL TO ORDER:** The meeting was called to order by Mayor Ronald E. Jones. Councilman Jim Cahill led the invocation and the Pledge of Allegiance.

**CEREMONIAL:**

Special Recognition: Chester Johnson

**CONSENT AGENDA:**

Deputy Mayor Pro Tem Edwards pulled Item 4 from the Consent Agenda for separate consideration.

All items marked with asterisks (\*\*) on the Consent Agenda were voted on at the beginning of the meeting. The motion to approve items: 1, 2a, 2b, 2c, 2d, and 3, as presented was made by Councilman Jim Cahill, and seconded by Councilwoman Lori Dodson. The motion carried unanimously with 9 Ayes; 0 Nays; and 0 Abstentions.

1. Approved\*\* Consider approval of the minutes of the October 1, 2012 Regular Meeting.
  
2. a. Approved\*\* Award Bid No. 2911-12 for Fiber Optic Cable Expansion at Various Locations to Advanced Communications in the amount of \$112,964.71 to provide equipment and services necessary to install fiber optic communications and conduit infrastructure necessary to tie various City facilities into their existing fiber optic network.
  
2. b. Approved\*\* Award Bid No. 3021-12 for Contract Labor for Grounds Maintenance with Express Employment Professionals in the amount of \$686,000.00 to provide temporary as well as long-term grounds maintenance employees for the Firewheel Golf Park. Approval is subject to the City of Garland and Express Employment Professionals reaching an agreement on contract terms.
  
2. c. Approved\*\* Award Bid No. 3084-12 for Underground Cable Replacement to the Fishel Company, in the amount of \$799,594.55 with contingency amount as \$60,000.00 and a total bid amount of \$859,594.55 to provide all labor and equipment necessary to remove and replace underground distribution facilities for maintenance purposes for the City's electrical system.
  
2. d. Approved\*\* Award Bid No. 3139-12 for Replacement EKG Monitors to Zoll Medical Corporation in the amount of \$476,160.00 to provide the latest technology EKG monitors for all frontline ambulances that serve the citizens of Garland. The majority of this purchase will be funded by a federal grant in the amount of \$427,126 for which the City is responsible for 20%.
  
3. Approved\*\* Approve Ordinance # 6574 amending the zoning laws of the City of Garland by approving a Specific Use Permit for Restaurant, Drive-Through in the name of Chicken Express, on a 0.78- acre tract of land located at 2002 Eastgate Drive. (Zoning file No. 12-44, applicant: Wes Parnell)
  
4. Postponed Consider approval of by minute action approving the Council Rules of Order and Procedure for meetings in accordance with the City Charter.

Deputy Mayor Pro Tem Edwards proposed an amendment to the item located in the Rules of Procedure on Page 6, No. 9, Voting, a. Abstention, to include the addition of No. iii. to read as follows: "Pursuant to Article 3, Section 6 of the City Charter, A Councilman who is present and not required by law to abstain from voting shall vote on every measure for which a vote is called. A refusal to vote constitutes a vote of no." Discussion followed. Brad Neighbors, City Attorney, provided opinion. A vote was cast and the motion carried by unanimous consent with 9 ayes, 0 nays; and 0 abstentions.

Mayor Pro Tem John Willis offered a secondary amendment to the main item appearing on Page 10, No. 1, Timing, and second sentence. "A Speakers comments shall be limited to three minutes."; striking the remaining part of the sentence; and striking the last two sentences of the paragraph. Councilman Jim Cahill seconded the amendment. Discussion followed. A vote was cast and the motion carried with 5 ayes, 4 nays, and 0 abstentions. (Ayes: Jones; Willis; Edwards; Dodson; and Cahill. Nays: Campbell; Goebel; B.J. Williams; and R. Williams.)

Councilman Rick Williams made a motion, seconded by Councilwoman Goebel, to postpone this item, as amended, until the November 5<sup>th</sup> City Council Work Session and November 6, 2012 City Council Agenda. A vote was cast and the motion to postpone carried with 5 ayes, 4 nays; and 0 abstentions. (Ayes: Edwards; Goebel; B.J. Williams; Dodson; and R. Williams. Nays: Jones; Willis; Campbell; and Cahill.)

#### ITEMS FOR INDIVIDUAL CONSIDERATION

##### 5. Citizen Comments.

The following persons spoke during the Citizens Comment Period:

Steve Miller; John Clary; and Randal Dunning.

##### 6. Adjourn.

There being no further business to come before the City Council, Mayor Jones adjourned the meeting at 7:41p.m.

CITY OF GARLAND

Signed:

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Mayor Ronald E. Jones

Attest:

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Lisa Palomba, City Secretary



## Purchasing Report

### 138 kV TRANSMISSION STRUCTURE REPLACEMENT MATERIALS OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide all materials necessary to replace twelve (12) 138 kV transmission structures complete with all appurtenances from Ray Olinger Plant to Elm Grove and Firewheel Substations. Due to the size and complexity of the project, an optional Contingency is included for any unforeseen additional materials that may be required. This is an approved 2012 Capital Improvement Project.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.	1-28	\$390,977.18
	Contingency	40,022.82
	<b>TOTAL:</b>	<b>\$431,000.00</b>

**BASIS FOR AWARD:**

**Lowest Responsible Bidder**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 10/25/12

Date: 10/30/12

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	1,685,724
Expended/Encumbered to Date:	398,475
Balance: \$	1,287,249
This Item:	431,000
Proposed Balance: \$	856,249
Trent Schulze	10/26/12
Budget Analyst	Date
Ron Young	10/26/12
Budget Director	Date
<b>Operating Budget:</b> <input type="checkbox"/> <b>CIP:</b> <input checked="" type="checkbox"/> <b>Year:</b> 2012	
<b>Document Location:</b> Page E01	
<b>Account #:</b> 217-3599-3138701-6051 (Job Cost #EC-T7387-007-1-6051)	
<b>Fund/Agency/Project – Description:</b> Electric CIP Revenue Bond Construction – Transmission Line Construction	
<b>Comments:</b> Provide all materials to replace twelve (12) 138 kV transmission structures from Olinger to Elm Grove and Firewheel Substations. Includes Contingency.	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3102-12** **138kV Transmission Structure Replacement Materials**

**Recommended Vendor:**

Techline, Inc.

**Total Recommended Award:**

\$431,000.00

**Basis for Award:**

Lowest Responsible Bidder

**Purpose:**

The purpose of this contract is to provide all materials necessary to replace twelve (12) 138kV transmission structures complete with all appurtenances from Ray Olinger Plant to Elm Grove and Firewheel Substations.

**Evaluation:**

Notification of a pending Request for Bids was issued per Purchasing procedure. Five (5) bids were received and evaluated.

The apparent low bidder, Wesco Distribution, did not submit a complete proposal for all items, submitted unapproved alternates on seven (7) items and did not offer firm pricing for the aluminum conductor. Techline, Inc. offered firm pricing for all items and met all specifications.

**Recommendation:**

Staff recommends awarding to Techline, Inc. as Lowest Responsible Bidder.

**Funding Information:**

2012 CIP Account 217-3599-3138701-6051(Job Cost EC-T7387-007-1-6051)

**Department Director:**

Art Martinez, Acting Director of GP&L T&D Department, 972-205-2669



## Purchasing Report

### **ARC-RESISTANT SWITCHGEAR WITH CONTROL ROOM ENCLOSURE OPEN MARKET**

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide an Arc-Resistant Switchgear with Control Room Enclosure to accommodate three distribution feeders and all associated protection devices for the Rosehill Substation. This is an approved 2012 Capital Improvement project.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Powell Electrical Systems, Inc.	1	\$434,230.00
	<b>TOTAL:</b>	<u>\$434,230.00</u>

**BASIS FOR AWARD:**

**Lowest Responsible Bidder**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 10/26/12

Date: 10/30/12

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$ <u>1,245,000</u>	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2012</u>
Expended/Encumbered to Date: <u>28,096</u>	Document Location: <u>Page E11</u>
Balance: \$ <u>1,216,904</u>	Account #: 217-3799-3174601-6051 (Job Cost #EC-T7746-00116051)
This Item: <u>434,230</u>	Fund/Agency/Project – Description: Electric CIP Fund – Substation Upgrades
Proposed Balance: \$ <u>782,674</u>	Comments: Provides Arc-Resistant Switchgear with Control Room Enclosure to accommodate three distribution feeders and associated protection devices for Rosehill Substation.
Trent Schulze <u>10/30/12</u> Budget Analyst Date	
Trent Schulze for Ron Young <u>10/30/12</u> Budget Director Date	

**CITY OF GARLAND - BID RECAP SHEET**

OPENED: 10/16/2012  
 REQ. NO. 30581  
 BID NO. 3136-12  
 PAGE: 1 of 1  
 BUYER: RBerger

Powell Electrical Systems

Myers Power Products Inc.

I T E M	QTY	U N I T	DESCRIPTION	Powell Electrical Systems		Myers Power Products Inc.					
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lot	Rosehill Switchgear No2 enclosure		\$434,230.00		\$588,232.00				
			Evaluation Criteria								
			Price	Maximum = 45	45		33				
			Delivery Schedule	Maximum = 25	25		25				
			Compliance to Specifications	Maximum = 20	17		15				
			Reputation of Vendor	Maximum = 10	10		10				
			Total Score	Maximum = 100	97		83				
TOTAL GROSS PRICE					\$434,230.00		\$588,232.00				
CASH DISCOUNT											
TOTAL NET PRICE					\$434,230.00		\$588,232.00				
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

**NEXT LOW: \$588,232.00**  
**LOW: \$434,230.00**  
**SAVINGS: \$154,002.00**

1104 # BidSync Notifications  
 17 # BidSync HUBS  
 19 # Direct Contact HUBS  
 0 # HUBS Responded

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



# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3136-12** **Arc Resistant Switchgear with Control Room Enclosure**

**Recommended Vendor:**

Powell Electrical Systems, Inc.

**Total Recommended Award:**

\$434,230.00

**Basis for Award:**

Straight Low Bid

**Purpose:**

The purpose of this contract is to provide an Arc Resistant Switchgear with Control Room Enclosure to accommodate three distribution feeders and all associated protection devices for the Rosehill Substation.

**Evaluation:**

Notification of a pending Request for bids was issued per Purchasing procedure. Two (2) bids were received and evaluated.

Powell Electrical Systems, Inc. offered the straight low bid and met all specifications.

**Recommendation:**

Staff recommends awarding the switchgear and enclosure to Powell Electrical Systems, Inc.

**Funding Information:**

2012 CIP Account 217-3799-3174601-6051 (Job Cost EC-T7746-00116051)

**Department Director:**

Art Martinez, Acting Director of GP&L T&D Department, 972-205-2669



## Purchasing Report

### LENCO BEARCAT ARMORED VEHICLE OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to purchase a refurbished Lenco BearCat Armored Vehicle for the Garland Police Department. The vehicle will enhance detection and tactical equipment delivery capabilities resulting in: safer civilian and officer rescues; safer operational maneuvers for responders; safer deployment of bomb, Hazmat, and Special Weapons and Tactics personnel. This purchase is funded through the UASI Grant.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Lenco Armored Vehicles	1	\$150,491.00
<b>TOTAL:</b>		<u>\$150,491.00</u>

**BASIS FOR AWARD:**

**Sole Source**

Submitted by:

Reviewed by:

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

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

Date: 10/25/12

Date: 10/30/12

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	170,692
Expended/Encumbered to Date:	14,350
Balance: \$	<u>156,342</u>
This Item:	150,491
Proposed Balance: \$	<u>5,851</u>
Trent Schulze	10/26/12
Budget Analyst	Date
Ron Young	10/26/12
Budget Director	Date

Operating Budget:  CIP:  Year: FY 2011-12

Document Location: FY 2012-13 Proposed, p. D-29

Account #: 871-1052-1003912-9007

Fund/Agency/Project – Description:  
Public Safety Grant Fund – Urban Areas Security Initiative Grant Funding Approved for FY 2011-12

Comments:  
Funds to purchase refurbished Lenco BearCat Armored Vehicle for Garland Police Department.





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3216-13** **Lenco BearCat Armored Vehicle**

**Recommended Vendor:**

Lenco Armored Vehicles

**Total Recommended Award:**

\$150,491.00

**Basis for Award:**

Sole Source

**Purpose:**

The purpose of this contract is to purchase a refurbished Lenco BearCat Armored vehicle for the Garland Police Department. The vehicle will enhance detection and tactical equipment delivery capabilities resulting in: safer civilian and officer rescues; safer operational maneuvers for responders; safer deployment of bomb, Hazmat and Special Weapons and Tactics personnel.

**Evaluation:**

Lenco uses secret and proprietary processes in regards to ballistic performance, maneuverability and weight distribution. Lenco also employs a patented roof hatch system which enhances operator safety and security. Lenco Armored Vehicles are endorsed by the National Tactical Officers Association for proven reliability.

**Recommendation:**

Staff recommends awarding the contract to Lenco Armored Vehicles.

**Funding Information:**

FY11 UASI Grant Fund 871-1052-10039-12-9007

**Department Director:**

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



# City Council Item Summary Sheet

Work Session

Date: November 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



# City Council Item Summary Sheet

Work Session

Date: November 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



# City Council Item Summary Sheet

Work Session

Date: November 6, 2012

Agenda Item

## Annual Review of Investment Policy and Investment Strategy

### Summary of Request/Problem

The Public Funds Investment Act, Council Policy FIN-05 and Council Policy FIN-06 require an annual review of the City's written Investment Policy and Investment Strategy.

This item was considered by Council at the October 15, 2012 Work Session.

### Recommendation/Action Requested and Justification

It is recommended that Council approve a resolution indicating their review of Council Policy FIN-05 and Council Policy FIN-06, as amended.

#### Submitted By:

David Schuler  
Managing Director for Financial Services

#### Approved By:

William E. Dollar  
City Manager



# CITY COUNCIL POLICY

POLICY NO.: FIN-05

Date of Adoption: 2/17/98

Date Of Revision: 9/17/02

Title: **Statement of Investment Strategy**

Page 1 of 4

## I. Purpose and Need for Policy

Chapter 2256 of Title 10 of the Local Government Code (Public Funds Investment Act) requires the City to adopt a separate written investment strategy for each of the funds or group of funds under its control. Effective investment strategy development coordinates the objectives of the Investment Policy and cash management procedures to reduce investment risk and enhance interest income. The following Investment Strategy describes the investment objectives for each fund or group of funds using the following priorities in order of importance:

1. Suitability,
2. Safety of principal,
3. Liquidity,
4. Marketability of the investment before maturity,
5. Diversification,
6. Yield.

## II. Policy

The Investment Strategy applies to the investment and management of all funds under direct authority of the City of Garland. Each of the City's funds or group of funds has varying cash flow requirements and liquidity needs. Specific strategies shall be implemented considering that fund or group of fund's unique requirements. The City's funds are invested according to the following fund types:

1. Operating Funds,
2. Debt Service Funds,
3. Reserve Funds.

## III. Procedure to Accomplish Policy

The Investment Strategy will be accomplished for each fund or fund group as follows:

### A. Operating Funds

Investments for operating funds shall be scheduled to match anticipated cash flow projections with their stated final maturities.

<b>City Council Policy</b>	TITLE: Statement of Investment Strategy	Page: 2 of 4
	SUBJECT: Finance	NO. FIN-05

have a stated final maturity of three years or less from the date of purchase. Operating fund portfolios include the Treasury Portfolio.

Suitability - All investments authorized in the Statement of Investment Policy are suitable for Operating Funds.

Safety of Principal - All investments shall be high quality securities with no perceived default risk.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Liquidity - Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Constant \$1 NAV investment pools and money market mutual funds shall be an integral component in maintaining daily liquidity. A dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date for each security. Purchased securities will have a stated final maturity of three years or less from the date of purchase.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for operating funds shall be the one year rolling average yield for the one year Treasury Bill.

#### B. Debt Service Funds

Investments for Debt Service Funds shall mature on or before the next debt service date. Purchased securities will be highly liquid with very short term maturities because of the near term cash flow requirements. Debt Service Fund portfolios include the General Obligation Debt Service Fund and the Revenue Bond Debt Service Fund.

Suitability - All short term, high quality securities that are authorized in the Statement of Investment Policy and are in compliance with applicable bond ordinances are suitable for Debt Service Funds.

Safety of Principal - All investments shall be high quality securities with no perceived default risk. Purchased securities shall have a stated final maturity date on or before the next debt service date.

**City Council  
Policy**

TITLE:  
Statement of Investment  
Strategy

Page: 3 of 4

SUBJECT:  
Finance

NO.  
FIN-05

Marketability - Securities with active and efficient secondary markets will be purchased although unanticipated cash requirements are not probable.

Liquidity - Debt Service Funds have predictable cash requirements. Investment maturities shall not exceed the anticipated cash flow requirements.

Diversification - Market conditions will greatly influence the selection of maturities and security types. At no time shall maturities go beyond debt service payment dates.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Debt Service Funds shall be the six month rolling average yield for the 180 day Treasury Bill.

**C. Reserve Funds**

Investments for Reserve Funds have as their primary objective the ability to generate a dependable revenue stream with a low degree of volatility. Purchased securities will be of high quality with short to intermediate term maturities. Reserve Fund portfolios include the Revenue Bond Reserve Fund and the Rate Mitigation Fund.

Suitability - All securities that are authorized in the Statement of Investment Policy except as may be restricted by bond ordinance are suitable for Reserve Funds.

Safety of Principal - All investments shall be short to intermediate term, high quality securities, with no perceived default risk.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Liquidity - Unless there are anticipated cash flow requirements, Reserve Funds generally do not require a high degree of daily liquidity. Purchased securities shall have a stated final maturity date of five years or less from the date of purchase.

Diversification - Market conditions will greatly influence the selection of maturities and security types. Securities shall be of high quality, with short to intermediate term maturities. A dollar weighted average maturity of 3 years or less will be calculated using the stated final maturity date for each security.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Reserve Funds shall be the one year rolling average yield for the three year Treasury Note.

<b>City Council Policy</b>	TITLE: Statement of Investment Strategy	Page: 4 of 4
	SUBJECT: Finance	NO. FIN-05

The City Council shall review the Statement of Investment Strategy not less than annually. Changes to the Statement of Investment Strategy shall be approved by City Council resolution.

Written/ David Schuler,

Reviewed by: William E. Dollar,  
City Manager

Revised by: Managing Director-  
Finance

**APPROVED BY CITY COUNCIL RESOLUTION \_\_\_\_\_ :**

\_\_\_\_\_  
Mayor

Date: 12/13/2011 (only change was update of Managing Director and City Manager. The Policy remains unchanged from 9-17-2002)

	<h1>CITY COUNCIL POLICY</h1>	POLICY NO.:	FIN-06
		Date of Adoption:	11/17/87
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**I. Purpose and Need for Policy**

Chapter 2256 of Title 10 of the Local Government Code (“Public Funds Investment Act”) requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal management of City of Garland funds.

**II. Policy**

The Investment Policy applies to the investment and management of all funds under direct authority of the City of Garland. These funds include all governmental, proprietary, and trust and agency funds which are accounted for in the City’s Comprehensive Annual Financial Report. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

**III. Procedure To Accomplish Policy**

The Statement of Investment Policy will be accomplished through the following guidelines:

**A. Objectives**

Investment of funds will be governed by the following investment objectives, in order of priority:

1. Preservation and safety of principal. Preservation of capital is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether the loss occurs from the default of a security or from erosion of market value.

2. Liquidity. The City’s investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which can be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

3. Yield. The investment portfolio of the City shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City’s investment risk constraints and the cash flow characteristics of the

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portfolio. The Director of Financial Services will from time to time establish performance measures and goals for the portfolio rates of return. Efforts to seek returns higher than the established goals must be consistent with risk limitations identified in this policy and prudent investment principles.

## **B. Investment Authority**

Management responsibility for the investment program has been assigned to the Director of Financial Services by the City Council. Other individuals authorized as investment officials by the City Council are the Cash Manager and the Accounting Manager. Investment authority of all investment officers will be limited by conformance with all Federal regulations, State of Texas statutes and other legal requirements including the City Charter and City Ordinances, the Statement of Investment Policy and the Statement of Investment Strategy. The Director shall establish written procedures for the operation of the investment program, consistent with the Statement of Investment Policy. No person may engage in an investment transaction or the management of funds except as provided under the terms of the Statement of Investment Policy, the Statement of Investment Strategy and the procedures established by the Director of Financial Services.

Each investment officer shall attend a training session not less than once in a two year period and receive not less than 10 hours of instruction relating to investment responsibilities. Training must be provided by an independent source approved by the City Council.

## **C. Internal Controls**

The Director of Financial Services shall establish a system of internal controls which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by investment officials. Controls deemed most important would include: control of collusion, separation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, avoidance of bearer-form securities, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, and documentation of and rationale for transactions.

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In conjunction with their annual independent audit, the auditor shall review the investment records for the end of each quarter. The independent auditor shall report the results of the review directly to the City Council.

**D. Standard of Care**

The standard of care to be used by investment officers shall be the “prudent person” rule which states, “Investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

In applying the “prudent person” rule, the investment officer shall exercise prudence with respect to the management and investment of all funds over which the officer has responsibility and control. The investment officer must determine whether investment decisions are consistent with the Statement of Investment Policy.

All participants in the investment program will seek to act responsibly as custodians of the public trust. Investment officials will avoid any transaction that might impair public confidence in the City’s ability to govern effectively. Investment officers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism which is worthy of the public trust. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio’s investment return, provided that adequate diversification has been implemented.

Investment officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for market price changes, provided that these changes are reported immediately and that appropriate action is taken to control adverse developments.

**E. Instruments**

Investment instruments authorized for purchase by the City are limited to:

1. Direct obligations of the United States government with a stated final maturity of five years or less from the date of purchase.



# CITY COUNCIL POLICY

POLICY NO.:	FIN-06
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2. Debentures or discount notes with a stated final maturity of five years or less from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Student Loan Marketing Association (SLMA), and Federal Home Loan Mortgage Corporation (FHLMC).

3. Bonds or other interest bearing obligations having a stated final maturity of five years or less from the date of purchase of which the principal and interest are guaranteed by the full faith and credit of the United States government

4. Repurchase agreements collateralized with U.S. Treasury securities at a minimum market value of 102 percent of the dollar value of the transaction, with any accrued interest accumulated on the collateral included in the calculation. Eligible collateral will have a maximum maturity of ten years.

Repurchase Agreements will be entered into with primary government securities dealers who have executed a City approved Master Repurchase Agreement. Collateral shall be delivered to and held by the City's third party safekeeping agent.

The term Repurchase agreement includes direct security repurchase agreements and reverse security repurchase agreements. A written master repurchase agreement shall be established between the City and the seller prior to purchase. The maximum term for direct security repurchase agreements and reverse security repurchase agreements will be 90 days or less. Funds received under the terms of a reverse security repurchase agreement may not be used to purchase any investment whose final maturity date exceeds the expiration of the reverse.

~~5. FDIC Insured Certificates of Deposit issued by financial institutions with a stated final maturity of two years or less. Certificates of Deposit balances exceeding FDIC insurance limits will be fully collateralized by securities listed in 1 and 2 above, and the collateral will be held by the City's third party custodian.~~

5. *Certificates of Deposit issued by a depository institution that has its main office or branch office in Texas:*

*(a) And such Certificates of Deposit are:*

- 1. Guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or*
- 2. Secured by obligations described in Section E, 1 and 2 above, and the collateral will be held by the City's third party custodian.*

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*(b) Or such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended.*

*Certificates of Deposit brokered by an authorized broker/dealer that has its main office or a branch office in Texas who contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended*

6. SEC registered no-load money market mutual funds with a dollar-weighted average portfolio maturity of 90 days or less. Assets will consist exclusively of those securities listed in paragraphs 1, 2, 3, and 4 above. The investment objective of the fund is to maintain a stable \$1 net asset value. The maximum stated maturity of the fund will be 13 months.

7. State or local investment pools organized under the Interlocal Cooperation Act. The investment pool must be rated no lower than investment grade by at least one nationally recognized rating agency and have a dollar-weighted average portfolio maturity of 90 days or less. Assets will consist exclusively of those securities listed in paragraphs 1, 2, 3 and 4 above. The investment objective of the pool is to maintain a stable \$1 net asset value. All securities owned in the pool will have a stated remaining maturity of thirteen (13) months.

8. Commercial paper rated not less than A1 or P1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state. The securities must have a stated maturity of 180 days or less from the date of purchase. No more than 2% of any one issuer may be held and no more than 25% of any fund or group of funds will be invested in commercial paper. Physical delivery securities are ineligible.

9. The credit rating of Investment instruments will be continuously monitored through daily market participation and through the monthly mark to market pricing of securities. The liquidation of an investment instrument will be considered if its credit rating falls below minimums stated in the Investment Policy.

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The City is expressly prohibited from entering into options trading or futures contracts, hedging or purchasing any security which is not authorized by Texas state law.

## **F. Investment Strategies**

As an integral part of the Statement of Investment Policy, the City shall adopt a separate written Statement of Investment Strategy (See FIN-05) for each fund or group of funds. Each investment strategy shall describe the investment objectives of each fund or group of funds according to the following order of importance:

1. suitability
2. preservation and safety of principal
3. liquidity
4. marketability of the investment before maturity
5. diversification
6. yield

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## **G. Safekeeping and Custody**

Securities purchased for the City's portfolios will be delivered by book entry and will be held in third party safekeeping by a Federal Reserve member financial institution designated as the City's custody and safekeeping agent.

The City will execute Safekeeping Agreements prior to utilizing the custodian's safekeeping services. The safekeeping agreement must provide that the safekeeping agent will immediately record and promptly issue and deliver a safekeeping receipt showing the receipt and the identification of the security, as well as the City's interest. All securities owned by the City will be held in a Customer Account naming the City of Garland as the customer.

All security transactions will be on a delivery versus payment basis to the City's third party custody and safekeeping agent through the Federal Reserve Bank wire system. In this manner, the City will always have possession of either the securities or moneys.

Custody and safekeeping procedures will be reviewed annually by the independent auditor.

## **H. Other Investment Guidelines**

The City seeks active portfolio management to enhance total returns within the guidelines of this policy. Investment decisions should not incur unreasonable investment risk in order to obtain investment income. The City will not make investments for the purpose of trading or speculation.

Each investment transaction must be based on competitive quotations from at least three securities dealers authorized to engage investment transactions with the City. Authorized investment officers shall access real-time electronic financial information to monitor the market price of acquired investments. The pricing information will be used to verify the accuracy of quoted prices for a potential purchase or sale to ensure that a fair market price is attained.

The City will comply with all federal, state and City of Garland regulations governing the investment of funds.

In managing its investment portfolio, the City will avoid any purchase of investments, or any investment practice or procedure which is not specifically authorized under this policy.

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## I. Diversification

It is the policy of the City to avoid concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The allocation of assets in the portfolios should be flexible depending upon the outlook for the economy and the securities markets. In establishing specific diversification strategies, the following general policies and constraints shall apply.

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
2. To attain sufficient liquidity, the City shall schedule the maturity of its investments to coincide with known disbursements.
3. Risks of market price volatility shall be controlled through maturity diversification.
4. The placement of investment transactions and the gathering of market information shall be diversified among all authorized brokers.

## J. Selection of Depository

A qualified financial institution shall be selected to serve as the City's primary depository through a bank services procurement process, which shall include a formal request for application issued at least every five years. In selecting a depository, the City shall consider various criteria as specified prior to the issuance of the request for application. Financial institutions located outside of the city boundaries may be considered to participate in the request for application process provided the City has adopted a policy permitting it.

Upon selection, the financial institution shall comply with the requirements and agreements identified in the request for application. The financial institution is required to comply with Government Code 2257, Collateral for Public Funds.

Eligible securities as defined in Chapter 2257 and identified below shall be deposited with a third party custodian prior to the deposit of City funds. The City reserves the right to accept or reject any form of collateral, at its discretion. The pledged collateral must be maintained at all times during the term of the depository contract at required

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levels. In order to perfect the City's security interest in the pledged collateral under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), it is required that a collateral agreement between the City and the Depository be signed by both parties prior to the deposit of City funds. The collateral agreement must be approved by the Board of Directors or its Loan Committee, which approval shall be reflected in the minutes of said Board or Committee. The signed collateral agreement, Board resolution, and minutes certifying the approval of the collateral agreement must be presented to the City prior to the deposit of City funds.

The following securities are approved as collateral for City funds:

1. United States Treasury notes, bills or bonds or obligations fully and unconditionally guaranteed as to principal and interest by the full faith and credit of the United States,
2. Obligations of the Agencies and Instrumentalities of the United States, including, but not limited to: Federal Home Loan Bank, Federal Home Loan Mortgage Corporation and Federal National Mortgage Association,
3. Mortgage-Backed Securities issued by the United States and its Agencies and Instrumentalities, including but not limited to Government National Mortgage Association.

The use of a Federal Home Loan Bank issued Letter of Credit to meet the required collateral requirements may be proposed by the financial institution for consideration by the City.

**K. Selection of Security Broker/Dealer**

Government security broker/dealers authorized to engage in investment transactions with the City will be selected on the basis of their financial stability, expertise in cash management for local government and their ability to service the City's account. The qualifications of prospective broker/dealers will be determined from a completed broker/dealer questionnaire, personal interview and reference checks.

Before engaging in investment transactions with the City, a prospective securities broker/dealer must provide a written instrument certifying that the securities broker/dealer has received and has thoroughly reviewed the City's Statement of Investment Policy and has implemented reasonable procedures and controls in an effort to preclude conducting investment transactions that are not authorized by the City's Statement of Investment Policy, except to the extent that this authorization is dependent upon the portfolio over which the broker/dealer has no control or

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knowledge. A prospective securities broker/dealer must provide evidence of FINRA registration and State of Texas Securities Commission certification. Qualified broker/dealers authorized to engage in investment transactions with the City are required to regularly submit their most recent audited financial statements to the City.

The City Council will adopt and annually review the list of dealers authorized to engage in investment transactions with the City.

**L. Management Reports**

The investment officer shall prepare and submit to the City Council and management on a quarterly basis an investment report for each fund and fund group which describes in detail the current investment position, states the beginning market value, the additions and changes to market value, and ending market value for each pooled fund, states the book value and market value of each separately invested asset at the beginning and end of the reporting period, states the maturity date of each separately invested asset, states the fund for which each individual investment was acquired and states compliance of each fund group with the Statement of Investment Strategy, the Public Funds Investment Act and generally accepted accounting principles. The report shall also summarize and present, on a combined portfolio basis, total market valuation, total realized gains and losses, total unrealized gains and losses, distribution by maturity sector and distribution by security type. The monthly report will also indicate, by portfolio, total investments held and total interest income earned on a full accrual basis.

The report may comment on current investment approaches and other items significant to the investment program. The report shall be signed by the Director of Financial Services and the investment officer.

The investment report presented at the end of the fiscal year may also include a review of the investment activities and earnings for the entire fiscal year for each fund or fund group, discuss investment techniques and suggest improvements which will enhance the investment program and present an investment plan for the ensuing fiscal year. The report may discuss other significant issues related to the investment program.

**M. Ethics and Conflicts of Interest**

Investment officers of the City shall refrain from personal and business activities involving any of the City's custodians, depositories, broker/dealers or investment

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advisors which may influence the officers' ability to conduct his duties in an unbiased manner. Investment officers will not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the City's business for personal investment decisions, will in all respects subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchase and sales and will keep all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City confidential, except when disclosure is required by law.

## **N. Responsibility and Authority**

The Statement of Investment Policy and the Statement of Investment Strategy will be reviewed annually by the City Council. Upon completion of the review, the City Council will adopt a resolution stating that it has reviewed the Investment Policy and Investment Strategy. Periodic revisions to the Investment Policy and the Investment Strategy will be approved by resolution of the City Council.

Prepared by: David Schuler Managing  
Director - Finance

Reviewed by: William E. Dollar

**APPROVED BY CITY COUNCIL RESOLUTION: 10054**

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Mayor

Date: 06/05/2012

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE INVESTMENT POLICY AND INVESTMENT STRATEGY OF THE CITY OF GARLAND; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Public Funds Investment Act (Chapter 2256, Tx. Govt. Code)(“PFIA”), requires the City to adopt a written investment policy and, as part of the investment policy, to adopt a separate investment strategy for each of the funds or groups of funds under its control; and

**WHEREAS**, PFIA requires the City to review and adopt its investment policy and investment strategy not less than annually; and

**WHEREAS**, the City Council has conducted its annual review of the investment policy and investment strategy and desires to adopt Council Policy FIN-06 (investment policy) and Council Policy FIN-05 (investment strategy) as attached hereto, which shall reflect any changes made to the investment policy and investment strategy.

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

**Section 1**

That the Garland City Council hereby adopts Council Policy FIN-05 and Council Policy FIN-06, in the form and substance as attached hereto and incorporated herein by reference.

**Section 2**

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

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

**THE CITY OF GARLAND, TEXAS**

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

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Date: November 6, 2012

Agenda Item

## FY12 Urban Area Security Initiative Grant

### Summary of Request/Problem

Council is requested to consider authorizing the acceptance of the Urban Area Security Initiative Grant award totaling \$72,688.26 for a 17-month period ending January 31, 2014. This grant will allow the City of Garland to enhance its capabilities to respond to the disaster-related needs of its citizens and also provide the necessary funding to sustain current activities and future enhancements without an economic impact to the City.

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

### Recommendation/Action Requested and Justification

Staff recommends accepting the Urban Area Security Initiative (UASI) Grant Award totaling \$72,688.26 for the 17-month period ending January 31, 2014.

**Submitted By:**

**Mollie Rivas  
Office of Emergency Management**

**Approved By:**

**William E. Dollar  
City Manager**



# City Council Item Summary Sheet

Work Session

Date: November 6, 2012

Agenda Item

## FY12 Urban Area Security Initiative – LETPA Grant

### Summary of Request/Problem

Council is requested to consider authorizing the acceptance of the Urban Area Security Initiative – Law Enforcement Terrorism Prevention Activity Grant award totaling \$73,000 for a 17-month period ending January 31, 2014. This grant will allow the City of Garland to enhance its capabilities to respond to terrorism-related consequences to its citizens and also provide the necessary funding to sustain current activities and future enhancements without an economic impact to the City.

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

### Recommendation/Action Requested and Justification

Staff recommends accepting the Urban Area Security Initiative – Law Enforcement Terrorism Prevention Activities (UASI - LETPA) Grant Award totaling \$73,000 for the 17-month period ending January 31, 2014.

**Submitted By:**

**Mollie Rivas  
Office of Emergency Management**

**Approved By:**

**William E. Dollar  
City Manager**



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: November 5, 2012  
November 6, 2012

## Change in Council Meeting Dates

### Summary of Request/Problem

At the request of Mayor Ronald Jones, Mayor Pro Tem John Willis, and Deputy Mayor Pro Tem Preston Edwards, Council is requested to consider changing the dates of the second Work Session in November, the Work Sessions in December, and the meetings in January.

If Council concurs, both the Work Session and Regular Meeting for the second meetings in November would be held on Tuesday, November 20, 2012. Both the Work Session and Regular Meeting for the first meetings in December would be held on Tuesday, December 4, and the second meetings on Tuesday, December 18. Due to the New Year's holiday, the January meetings would be rescheduled to January 7 and 8 and January 21 and 22, 2013.

This item is scheduled for formal consideration at the November 6, 2012 Regular Meeting.

### Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

**William E. Dollar**  
City Manager

**RESOLUTION NO.**

**A RESOLUTION ESTABLISHING TUESDAY, NOVEMBER 20, 2012 AS THE MEETING SCHEDULE FOR THE SECOND WORK SESSION AND REGULAR SESSION, RESPECTIVELY FOR NOVEMBER, 2012; DECEMBER 4, 2012 AND DECEMBER 18, 2012 AS THE MEETING SCHEDULE FOR THE FIRST AND SECOND WORK SESSIONS AND REGULAR MEETINGS, RESPECTIVELY FOR THE MONTH OF DECEMBER, 2012; AND JANUARY 7, 2013 AND JANUARY 21, 2013 FOR THE FIRST AND SECOND WORK SESSIONS, RESPECTIVELY FOR THE MONTH OF JANUARY 2013; AND JANUARY 8, 2013 AND JANUARY 22, 2013 AS THE MEETING SCHEDULE, RESPECTIVELY FOR THE FIRST AND SECOND REGULAR MEETINGS FOR JANUARY, 2013; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Sec. 8, Article V of the City Charter requires the City Council to prescribe by ordinance or resolution the time for its regular meetings;

**WHEREAS**, Sec. 10.14 of the Code of Ordinances provides that regular meetings of the City Council shall be held on the first and third Tuesdays of each month; and

**WHEREAS**, because of the holiday schedule in November, December, and January, the usual schedule for the meetings of the City Council is impracticable;

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

**Section 1**

That the City Council hereby establishes the following schedule for its November, 2012, December, 2012, and January, 2013 meetings:

- (1) Tuesday, November 20, 2012 for the second work session and second regular session for November, 2012;
- (2) Tuesday, December 4, 2012 for the first work session and the first regular session for December, 2012;
- (3) Tuesday, December 18, 2012 for the second work session and second regular session for December, 2012;
- (4) Monday, January 7, 2013 for the first work session in January, 2013, and Tuesday, January 8, 2013 for the first regular session in January, 2013; and
- (5) Monday, January 21, 2013 for the second work session in January, 2013 and Tuesday, January 22, 2013 for the second regular session in January, 2013.

**Section 2**

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

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

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Date: November 6, 2012

Agenda Item

## Fire Department - Battalion Chief Position

### Summary of Request/Problem

The position of Fire Marshal carries responsibilities that warrant the rank of a chief officer. A survey of comparable area municipalities confirms the fire marshal carries the rank of chief officer.

Council was asked to consider authorizing the creation of a Battalion Chief position in exchange for a Lieutenant position. This would increase the number of Battalion Chiefs from 7 to 8, and decrease the number of Lieutenants from 14 to 13.

This item was considered by Council at the October 15, 2012 Work Session.

### Recommendation/Action Requested and Justification

Approve an ordinance amending the civil service classifications within the Garland Fire Department for the Fiscal Year 2012-2013 by adding an additional Battalion Chief position and eliminating a Lieutenant position; prescribing the number of positions in each classification; and providing an effective date.

**Submitted By:**

**Raymond Knight**  
Fire Chief

**Approved By:**

**William E. Dollar**  
City Manager

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

**AN ORDINANCE OF THE CITY OF GARLAND, TEXAS, AMENDING THE CIVIL SERVICE CLASSIFICATIONS WITHIN THE GARLAND FIRE DEPARTMENT FOR THE FISCAL YEAR 2012-2013 BY ADDING AN ADDITIONAL BATTALION CHIEF POSITION AND ELIMINATING A LIEUTENANT POSITION; PRESCRIBING THE NUMBER OF POSITIONS IN EACH CLASSIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 143 of the Texas Local Government Code, the City Council shall establish certain classifications and shall prescribe the number of positions in each of these classifications by ordinance, and

**WHEREAS**, by Ordinance Number 6569, the City Council has established the civil service classifications and the number of positions within each classification for the Garland Fire Department for the fiscal year beginning October 1, 2012, and ending September 30, 2013, and

**WHEREAS**, the Fire Marshall administers the Fire Code to the business community and is responsible for the correct application of fire control systems in Garland schools and businesses, and

**WHEREAS**, the measure of authority and expertise required for these responsibilities warrants the Fire Marshal to hold the rank of Battalion Chief, and

**WHEREAS**, the functions of the Fire Marshall are currently performed by personnel classified as Captain, and

**WHEREAS**, the City Council desires to amend the civil service classifications within the Garland Fire Department for the fiscal year beginning October 1, 2012, and ending September 30, 2013 by adding an additional Battalion Chief position and eliminating a Lieutenant position

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

**Section 1**

That the City Council of the City of Garland, Texas, hereby amends the classifications and authorized positions within each classification within the Garland Fire Department for the fiscal year beginning October 1, 2012, and ending September 30, 2013 as specified on "Exhibit A-1 hereto and made a part hereof as if fully set forth herein.

**Section 2**

That this Ordinance shall take effect upon its passage and approval.

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

**THE CITY OF GARLAND, TEXAS**

By: \_\_\_\_\_  
Ronald Jones,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa Palomba  
City Secretary

**EXHIBIT "A-1"**

**CIVIL SERVICE**

**2012/2013  
Budgeted Fire Positions**

**FIRE** **Total: 255**

Classification	Number of Positions Effective 11-06-2012
Firefighter*	121
Driver	71
Lieutenant	13
Captain	38
Battalion Chief	8
Assistant Chief	3
Fire Chief (Managing Director)	1
Total	255

\* Includes six (6) Firefighter positions funded by the 2010 SAFER Grant



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: November 6, 2012

## NEVADA SWITCHING STATION IMPROVEMENTS PROJECT

### Summary of Request/Problem

The purpose of this request is to approve a resolution for issuing an Engineering Services Agreement to R-Delta Engineering, Inc. for completing the electrical, civil, structural, and geotechnical engineering, topographic surveying and mapping, planning and design coordination with Third Parties, and permitting and review coordination necessary to provide a 138kV transmission interconnection to Rayburn Country Cooperative and a future Farmers Electric Cooperative (FEC) substation. The switchyard will initially receive power from the Oncor/TMPA Royce-Shelby 138kV transmission line, but will be designed for future power from a GP&L 138kV transmission line from the Olinger Power Plant.

The switchyard will be situated on a portion of a 13.5 +/- acre tract of land currently owned by others on County Road No. 592 in Collin County, Texas. The exact location of the switchyard will be determined during the preliminary design process through coordination with the pipeline company, Enterprise Products Partners L.P. and their design team.

The improvements will provide additional or an increase of flexibility within the City's Electric System to support growth in Garland, Texas and provides a consistent delivery of reliable City services.

### Recommendation/Action Requested and Justification

Authorize the City Manager, or his representative, to execute an Engineering Services Agreement to R-Delta Engineers, Inc. in the amount of \$327,000 (includes \$30,380.00 Contingency).

**Submitted By:**

**Jeff Janke**  
**GP&L Managing Director**

**Approved By:**

**William E. Dollar**  
**City Manager**

**GARLAND POWER & LIGHT  
ENGINEERING SERVICES AGREEMENT  
NEVADA SWITCHING STATION IMPROVEMENTS PROJECT  
SCOPE OF WORK #COG115**

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

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

The City retains Engineer to provide electrical, civil, structural, and geotechnical engineering, topographic surveying and mapping, planning & design coordination with third parties, permitting and review coordination necessary to provide a 138kV transmission interconnection to Rayburn Country Cooperative and a future Farmers Electric Cooperative (FEC) substation for a cost “not-to-exceed” **\$296,620.00** amount per the attached R-Delta Engineers, Inc. Proposal dated October 22, 2012.

The Nevada Switching Station improvements will provide an interconnection point for three (3) transmission lines to serve new substation facilities for a proposed crude oil pipeline pumping station, and accommodations for a future Farmers Electric Cooperative substation. The switchyard will initially receive power from the Oncor/TMPA Royce-Shelby 138kV transmission line, but will be designed for future power from a GP&L 138kV transmission line from the

Olinger Power Plant.

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

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

(1) See the attached R-Delta Engineers, Inc. proposal dated October 22, 2012.

(2) Determine what, if any, additional engineering or drawings are required.

(3) Commence work under the scope of Work no more than fourteen (14) days of after receipt of notice to proceed from the City.

(B) City shall:

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

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

**Section 3. Compensation.**

(A) *Basic Services:* The City shall pay Engineer only in accordance with the rates and the not-to-exceed limitations contained in the Scope of Work on a time and materials basis. The City shall not be obligated to pay Engineer for any services, expenses, reimbursables, or other costs in excess of the not-to-exceed amount specified in the Scope of Work unless Engineer has obtained the express, written consent of the City prior to the commencement of services or incurring the expenses claimed. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

The total cost of this Agreement is for a **total “not-to-exceed” cost of TWO HUNDRED NINETY-SIX THOUSAND SIX HUNDRED TWENTY DOLLARS (\$296,620.00)** without further discussion/approvals of City (GP&L) staff. Any revisions to work after commencement of engineering design necessitated by changes will be per Section 4 and the Engineer’s hourly published rates dated October 2012.

**The Total Agreement is comprised of the following:**

Switchyard Design:	\$287,420.00
Geotechnical Investigation:	\$ 8,500.00
Reimbursables Estimate:	\$ 700.00
Subtotal Amount:	\$296,620.00
CONTINGENCY Amount:	\$ 30,380.00
Total Agreement Amount:	\$327,000.00

Geotechnical Investigation:  
Terracon Consultants, Inc. to report on the geotechnical investigation and the foundation design recommendations. The fee is based on a total of six (6)

borings a maximum of forty (40) feet in depth, assuming clear access to all standard truck mounted drilling equipment.

**CONTINGENCY:** Contingency amount is for unforeseen changes in services necessary to complete the project, and is to be authorized at the sole discretion of the City (GP&L).

The “CONTINGENCY” expenditures must be approved in writing by City (GP&L) staff prior to starting that work.

(B) *Billing Period:* The Engineer may submit monthly, or less frequent, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Engineer shall reference the “Scope of Work” number (e.g. **COG115**) on each invoice submitted to GP&L for payment. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”) payment is due within thirty (30) days of the City’s receipt of the invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act. **[NOTE: Engineer shall notify GP&L, in writing, when ninety percent (90%) of the total not-to-exceed amount has been invoiced.]**

(C) *Reimbursable Expenses:* City agrees to pay the actual, necessary and reasonable expenses incurred by Engineer in performing services under this Agreement, or to reimburse Engineer for such expenses, as the case may be, for those expenses that the City has given prior approval such as long distance telephone and fax, postage and courier costs, copying costs, out-of-area travel, and related

business expenses (such expenses not to exceed \$100.00 without the prior approval of the City).

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

(1) Preparation of any special reports required for the marketing of bonds or certificates of obligation.

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

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

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

force account construction performed by the City.

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

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

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

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

(9) Preparation of environmental statements and assistance to the City in preparing for and attending public hearings on environmental impact statements.

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

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

(A) *Changes to Work:* Engineer shall make such revisions to any work that

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

(B) *Additional Work:* Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Engineer. If the Engineer is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Engineer shall execute a supplemental agreement for the additional work and the City shall compensate the Engineer for the additional work on the basis of the rates contained in the Scope of Work. The not-to-exceed fee shall be adjusted if additional work is approved by the City and performed by the Engineer.

#### **Section 5. Time of Completion.**

The prompt completion of the Project to which a Scope of Work relates is critical to the reliability and functionality of the System and is of the essence to the performance of this

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

SCHEDULE: As outlined in the attached Proposal dated October 22, 2012 Engineer proposes to complete all proposed services within one hundred twenty-five (125) calendar days of early release of control house specifications, structural steel, foundations, and other project components as required to meet City construction scheduling requirements.

#### **Section 6. Professional Liability Insurance.**

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

by certified or registered mail, of cancellation, non-renewal or material alteration in the stated provisions of the policy.

### **Section 7. Dispute Resolution.**

In accordance with the provisions of Subchapter I, Chapter 271, Texas Local Government 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: (i) 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; (ii) 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; (iii) 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.

### **Section 8. Miscellaneous Provisions.**

(A) *Subletting.* The Engineer shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this

Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Engineer's Seal.* The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

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

(E) *Independent Contractor.* Engineer acknowledges that Engineer is an

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

(F) *Non-Collusion.* Engineer represents and warrants that Engineer has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under or pursuant to this Agreement) for any of the services performed by Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without

limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

**Section 9. Termination.**

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

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

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this

Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Engineer, as consequence of the failure of Engineer to perform the services contemplated by this Agreement in a timely or satisfactory manner;

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Engineer shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Engineer considering the actual costs incurred by the Engineer in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another engineer to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 10. Indemnification.**  
**Engineer agrees to indemnify and hold the City of Garland, Texas and all of its present, future and former agents, employees, officials and**

**representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Engineer - expressly including those arising through strict liability or under the constitutions of the United States or Texas - BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE.**

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

States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

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

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

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

**Section 15. Governing Law; Venue.**

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

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

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

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

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

instrument.

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

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

**Section 22. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 23. Right To Audit.** City shall have the right to examine and audit after reasonable notice any and all books and records of Seller/Contractor that may relate to this agreement including, without limitation, the performance of

Seller/Contractor, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at City's request, be made available at a location designated by City. Seller/Contractor shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by City. Unless otherwise agreed by the parties, such records must be made available to City within five business days. The provisions of this paragraph shall survive the termination of this agreement. **(Revised 11/2008)**

otherwise make available such information to any third party nor use such information except as authorized by this Agreement, upon written consent of City or unless authorized or required by law, court order, or pursuant to a subpoena; provided, however, that Engineer may not release information pursuant to a subpoena without first providing the City notice of the subpoena and a opportunity to contest (at the City's sole expense) the release of the information.

**Section 24. Nondisclosure.** Engineer agrees that any reports, data, documentation or other information given to, prepared by or reviewed by Engineer or its employees and agents under or in connection with this Agreement may be proprietary, competitive and confidential information of the City. Engineer shall make every reasonable effort to maintain the confidentiality of such information and shall not sell, license, display, distribute, disclose or

**ATTACHMENT:**

(1) R-Delta Engineers, Inc. proposal dated October 22, 2012.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY:**

By: \_\_\_\_\_  
Name: Arthur Martinez  
Title: GP&L T&D Director, Acting  
Date: \_\_\_\_\_

**ENGINEER:**

By: \_\_\_\_\_  
Name: Frank A. Polma, J.R., P.E.  
Title: Vice President of Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jeff Janke  
Title: GP&L Managing Director  
Date: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

Garland Power & Light  
GP&L T&D Director  
217 N Fifth Street  
P.O. Box 469002  
Garland, Texas 75040  
ATTN: Jeff Janke, Managing Director

**ENGINEER**

R-Delta Engineers, Inc.  
618 Main Street  
Garland, Texas 75040

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH R-DELTA ENGINEERING, INC. ; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1**

That the City Manager, or his representative, is hereby authorized to enter into an Engineering Services Agreement with R-Delta Engineering, Inc., for a not-to-exceed amount of \$327,000.

**Section 2**

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

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

**THE CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: November 6, 2012

## ENGINEERING AGREEMENT FOR DESIGN OF ROP #1 TO BEN DAVIS 138kV TRANSMISSION LINE UPGRADE

### Summary of Request/Problem

The purpose of this request is to approve a resolution for issuing an Engineering Services Agreement to R-Delta Engineers, Inc. for completing the engineering, analysis, design, and reporting for the re-conductor upgrade of the ROP #1 to Ben Davis Substation 138kV transmission line with ACSS/TW 959.6 kcmil (Suwannee Conductor). The project consists of approximately 17.33 miles in length of aluminum conductor, and an upgrade of electrical facilities on approximately 170 existing steel transmission structures and two (2) substation deadend structures.

The improvements will provide consistent delivery of reliable City services.

### Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager, or his representative, to execute an Engineering Services Agreement to R-Delta Engineers, Inc. in the amount not to exceed \$126,346.00 (includes \$11,486.00 Contingency).

#### Submitted By:

**Jeff Janke**  
GP&L Managing Director

#### Approved By:

**William E. Dollar**  
City Manager

**GARLAND POWER & LIGHT  
ENGINEERING SERVICES AGREEMENT  
ROP #1 TO BEN DAVIS SUBSTATION 138kV TRANSMISSION  
LINE RECONDUCTORING PROJECT  
SCOPE OF WORK #COG114**

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

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

The City retains Engineer to provide preliminary engineering, analysis, design, and reporting for the reconductor improvements of the 138kV transmission line with ACSS/TW 959.6 kcmil (Suwannee Conductor) from Olinger Plant #1 to the Ben Davis Substation consisting of approximately 17.33 miles in length of aluminum conductor, approximately 170 existing steel transmission structures, and two (2) substation deadend facilities for a cost “not-to-exceed” **\$114,860.00** amount per the attached R-Delta Engineers, Inc. Proposal dated October 03, 2012.

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

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

Engineer shall:

(1) See the attached R-Delta Engineers, Inc. proposal dated October 3, 2012.

(2) Determine what, if any, additional engineering or drawings are required.

(3) Commence work under the scope of Work no more than fourteen (14) days of after receipt of notice to proceed from the City.

(B) City shall:

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

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

**Section 3. Compensation.**

(A) *Basic Services:* The City shall pay Engineer only in accordance with the rates and the not-to-exceed limitations contained in the Scope of Work on a time and materials basis. The City shall not be obligated to pay Engineer for any services, expenses, reimbursables, or other costs in excess of the not-to-exceed amount specified in the Scope of Work unless Engineer

has obtained the express, written consent of the City prior to the commencement of services or incurring the expenses claimed. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

The total cost of this Agreement is for a **total “not-to-exceed” cost of ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$114,860.00)** without further discussion/approvals of City (GP&L) staff. Any revisions to work after commencement of engineering design necessitated by changes will be per Section 4 and the Engineer’s hourly published rates dated October 2012.

**The Total Agreement is comprised of the following:**

NOT-TO-EXCEED COSTS: \$114,860.00  
CONTINGENCY Amount: \$ 11,486.00  
Total Agreement Amount: \$126,346.00

**CONTINGENCY:** Contingency amount is for unforeseen changes in services necessary to complete the project, and is to be authorized at the sole discretion of the City (GP&L).

The “CONTINGENCY” expenditures must be approved in writing by City (GP&L) staff prior to starting that work.

(B) *Billing Period:* The Engineer may submit monthly, or less frequent, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Engineer shall reference the “Scope of Work” number (e.g. **COG114**) on each invoice submitted to GP&L for payment. Subject to Chapter 2251, Texas

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

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

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

- (1) Preparation of any special

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

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

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

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

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

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

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

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

(9) Preparation of

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

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

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

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

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

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

#### **Section 5. Time of Completion.**

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

SCHEDULE: As outlined in the attached Proposal dated October 3, 2012 Engineer proposes to complete all proposed services within one hundred fifty (150) calendar days of Agreement execution.

#### **Section 6. Professional Liability**

#### **Insurance.**

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

#### **Section 7. Dispute Resolution.**

In accordance with the provisions of Subchapter I, Chapter 271, Texas Local Government 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: (i) 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; (ii) 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; (iii) 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.

**Section 8. Miscellaneous Provisions.**

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

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS.

ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Engineer's Seal.* The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

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

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

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

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

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

party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

**Section 9. Termination.**

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

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

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Engineer, as consequence of the failure of Engineer to perform the services contemplated by this Agreement in a timely or satisfactory manner;

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

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Engineer shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Engineer considering the actual costs incurred by the Engineer in performing work to date of termination, the value of the work that is nonetheless usable

to the City, the cost to the City of employing another engineer to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 10. Indemnification. Engineer agrees to indemnify and hold the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Engineer – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE.**

**Section 11. Notices.** Any notice required or desired to be given from one

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

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

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

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

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

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

**Section 17. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of

the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

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

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

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

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

**Section 22. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it

being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

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

**Section 24. Nondisclosure.** Engineer agrees that any reports, data, documentation or other information given to, prepared by or reviewed by Engineer or its employees and agents under or in connection with this Agreement may be proprietary, competitive and confidential information of the City. Engineer shall make every reasonable effort to

maintain the confidentiality of such information and shall not sell, license, display, distribute, disclose or otherwise make available such information to any third party nor use such information except as authorized by this Agreement, upon written consent of City or unless authorized or required by law, court order, or pursuant to a subpoena; provided, however, that Engineer may not release information pursuant to a subpoena without first providing the City notice of the subpoena and a opportunity to contest (at the City's sole expense) the release of the information.

**ATTACHMENT:**

(1) R-Delta Engineers, Inc. proposal dated October 3, 2012.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY:**

By: \_\_\_\_\_  
Name: Arthur Martinez  
Title: GP&L T&D Director, Acting  
Date: \_\_\_\_\_

**ENGINEER:**

By: \_\_\_\_\_  
Name: Frank A. Polma, J.R., P.E.  
Title: Vice President of Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: GP&L Managing Director  
Date: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

Garland Power & Light  
GP&L T&D Director  
217 N Fifth Street  
P.O. Box 469002  
Garland, Texas 75040  
ATTN: Jeff Janke, Managing Director

**ENGINEER**

R-Delta Engineers, Inc.  
618 Main Street  
Garland, Texas 75040

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH R-DELTA ENGINEERING, INC ; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1**

That the City Manager, or his representative, is hereby authorized to enter into an Engineering Services Agreement with R-Delta Engineering, Inc., for an not-to-exceed amount of \$126,346.

**Section 2**

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

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

**THE CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Agenda Item

Date: November 6, 2012

## Sale of Property – 601 6<sup>th</sup> Street

### Summary of Request/Problem

The Garland Independent School District has received an offer from the Garland Housing Finance Corporation to purchase the property located at 601 6th Street. The Garland Independent School District is requesting approval from Dallas County and the City of Garland to move forward with the sale of the property. The Garland Housing Finance Corporation has offered \$5,000 for the property which exceeds the judgment amount of \$1,670.93. The net proceeds from the sale to the City of Garland are \$3,636.50 for City liens, post judgment maintenance and \$223.16 for City of Garland prorated tax distribution.

This item was considered by Council at the October 15, 2012 Work Session.

### Recommendation/Action Requested and Justification

Consider approval of the sale and provide GISD with an executed deed without warranty. This property has been held by the Garland Independent School District since 1988 and pursuant to Section 34.05 of the Texas Property Tax code may be resold to a private entity with approval of all taxing agencies.

**Submitted By:**

**Kevin Slay  
Managing Director**

**Approved By:**

**William E. Dollar  
City Manager**

LAW OFFICES  
**GAY, MCCALL, ISAACKS, GORDON & ROBERTS, P.C.**

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS

JOHN E. GAY  
DAVID MCCALL +  
LEWIS L. ISAACKS ♦+  
SYDNA H. GORDON  
WILLIAM J. ROBERTS +  
JENNIFER T. PETTIT  
J. DOUGLAS BURNSIDE  
ROBERT T. DRY, III  
JENNIFER EDMONDSON  
ERIN MINETT  
DUSTIN L. BANKS  
M. SHANNON KACKLEY

SUITE 310, LB 40  
1919 S. SHILOH ROAD  
GARLAND, TEXAS 75042  
(972) 278-8282 • Fax (972) 278-8222

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
+ATTORNEY - MEDIATOR

September 14, 2012

Ms. Carol Clark  
Tax Assessor/Collector  
City of Garland  
217 N. 5th Street  
Garland, Texas 75040

Via electronic-mail

Re: Garland Housing Finance Corporation offer to purchase 601 6<sup>th</sup> Street, Garland, Texas

Dear Ms. Clark:

The above referenced property was struck off on October 4, 1988 at a Sheriff's Sale pursuant to delinquent tax suit No. 86-40234-T-L, Garland ISD vs. Maggie Hughes Estate. The property was struck off for the total amount of the judgment, \$1,670.93. Because the property was struck off to "Garland ISD and Intervenor Dallas County and City of Garland", each entity will have to execute a deed for a re-sale.

Garland Housing Finance Corporation has made an offer to purchase this property for \$5,000. The GISD Board of Trustees has approved the sale for \$5,000. The costs and distribution of net proceeds are set out in the attachment to this letter.

If the City Council approves this transaction, please forward to me the executed Deed. I will contact Garland Housing Finance Corporation to complete the transaction. Garland ISD will accept payment on behalf of all entities and disburse the sale proceeds.

If you have any questions or need additional information, please contact me.

Yours truly,



Sydna H. Gordon  
Attorney at Law

Costs and Distribution of Re-Sale Proceeds  
For 601 6<sup>th</sup> Street, Garland, Texas

Court Costs		\$321.00
Sheriff's Costs of Sale		\$73.00
Publication Fees		\$143.00
Net Court Costs and Costs of Sale		<u>\$537.00</u>
City Liens, post judgment maintenance		<u>\$3,636.50</u>
Garland ISD pro-rata tax distribution	51%	\$421.51
City of Garland pro-rata tax distribution	27%	\$223.16
Dallas County pro-rata tax distribution	22%	\$181.83
Total Pro-rata Tax Distribution		<u>\$826.50</u>
Net Court Costs and Costs of Sale		\$537.00
City maintenance liens		\$3,636.50
Total Pro-rata Tax Distribution		\$826.50
Total Sale Price		<u>\$5,000.00</u>

DEED WITHOUT WARRANTY

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

Grantor: GARLAND INDEPENDENT SCHOOL DISTRICT, CITY OF GARLAND,  
COUNTY OF DALLAS

Grantor's Mailing Address (including county):  
901 W. State Street, Suite A  
Garland, Texas 75040  
Dallas County

Grantee: GARLAND HOUSING FINANCE CORPORATION

Grantee's Mailing Address (including county):  
PO Box 461423  
Garland, TX 75046  
Dallas County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether or record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession;
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the property, its physical condition or any other matter or thing relating to or affecting the property and that the property is being conveyed and transferred to Grantee "AS IS, WHERE IS AND WITH ALL FAULTS." Grantor does not warrant or make any representation, express or implied, as to fitness for a

particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

Grantor, for the consideration recited herein and subject to the reservations from and exceptions to conveyance, grants, sells and conveys to Grantee their heirs, successors and assigns forever, the property, to have and to hold the property, together with all and singular the rights and appurtenances thereto in any wise belonging, WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.

The intent of this Deed Without Warranty is to transfer the property foreclosed on by the Grantor taxing jurisdictions in Cause 86-40234-T-L in the 193rd Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

ATTEST:

GARLAND INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Secretary  
Board of Trustees

By: \_\_\_\_\_  
Linda Griffin, President  
Board of Trustees

(Acknowledgment)

THE STATE OF TEXAS           §

COUNTY OF DALLAS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Linda Griffin, President of the Board of Trustees of the Garland Independent School District, Garland, Texas as the act and deed of said Garland Independent School District.

ATTEST:

DALLAS COUNTY, TEXAS

\_\_\_\_\_

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

Title: \_\_\_\_\_

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, \_\_\_\_\_ of Dallas County, Texas as the act and deed of said Dallas County, Texas.

ATTEST:

CITY OF GARLAND

\_\_\_\_\_

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

Title: \_\_\_\_\_

(Acknowledgment)

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, \_\_\_\_\_ of the City of Garland, Texas as the act and deed of said City of Garland, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name, (printed):

Notary's commission expires: \_\_\_\_\_

EXHIBIT A

Being Lot 1, Block 28, EMBREE, an addition to the City of Garland, Dallas County, Texas, also known as 601 6<sup>th</sup> Street, Garland, Dallas County, Texas.

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

**A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 193rd Judicial District Court of Dallas County, Texas in cause number 86-40234-T-L, and

**WHEREAS**, all taxing entities owning an interest in the real property must consent to the sale of the property, and

**WHEREAS**, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

**Section 1**

That City agrees to the sale of certain real property being Lot 1, Block 28, EMBREE, an addition to the City of Garland, Dallas County, Texas, also known as 601 6<sup>th</sup> Street, Garland, Dallas County, Texas.

**Section 2**

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

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

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# Planning Report

File No. 12-48/District 7

Agenda Item:

Meeting: City Council

Date: November 6, 2012

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General Improvements Co.

3630 North Shiloh Road, Suite 209B

## REQUEST

Approval of a Specific Use Permit for Medical Office/Clinic on property zoned Neighborhood Service (NS) District.

## OWNER

Owen Group Holdings LLC

## PLAN COMMISSION RECOMMENDATION

On October 8, 2012 the Plan Commission, by a vote of nine (9) to zero (0), recommended approval of a Specific Use Permit for Medical Office/Clinic for a period of 15 years tied to Mohammed Mansour.

## STAFF RECOMMENDATION

Approval of a Specific Use Permit for Medical Office/Clinic for a period of 15 years and tied to Mohammed Mansour. The proposed dental clinic would be a compatible office activity with the surrounding land uses, providing a valuable service to the surrounding neighborhoods. The subject property is conveniently located adjacent to residential neighborhoods while appropriately located near a major intersection, making it an ideal site to accommodate a neighborhood service such as the proposed dental clinic.

## BACKGROUND

The applicant is requesting approval of a Specific Use Permit to operate a dental office within a 2,000 square foot tenant space of a multi-tenant shopping center. The subject property is zoned Neighborhood Service (NS) District which allows medical offices, including dental offices, by Specific Use Permit.

## SITE DATA

The subject property contains 1.83 acres with approximately 287 linear feet of frontage along Shiloh Road. The site can only be accessed from Shiloh Road.

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

The Neighborhood Service (NS) District accommodates a limited range of small-scale retail and personal service activities which are desirable in proximity to residential neighborhoods. The district regulations are designed to ensure compatibility with the residential environment, minimizing the generation of additional noise, traffic, odor, fumes or other objectionable conditions.

## **SURROUNDING ZONING AND LAND USES**

- North: Properties to the north, at the intersection of Apollo Road and Shiloh Road, are zoned Neighborhood Service (NS) District, Planned Development (PD) District 04-50 for the development of Duplexes, and Shopping Center (SC) District. These properties are developed with a freestanding retail store, a day care center, and duplexes; the properties to the north of Apollo Road remain undeveloped.
- East: Properties to the east are zoned Single Family (SF-7) District and are developed with single family residences.
- South: The three properties immediately to the south are zoned Neighborhood Service (NS) District, Planned Development (PD) District 11-33 for Neighborhood Service Uses, and Planned Development (PD) District 97-40 for the development of self-storage units. These properties are developed with a church building and self-storage units.
- West: Properties to the west are zoned Planned Development (PD) District 81-43 for Patio Homes. The properties are developed with single family residences.

## **COMPREHENSIVE PLAN**

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject property due to its proximity to a major street intersection and residential neighborhoods. Neighborhood centers provide a mix of retail, services and community gathering places. This type of center is predominantly, but not exclusively, non-residential. Neighborhood centers are served by local roads and transit routes. The proposed dental office is aligned with the definition of services recommended for Neighborhood Center since it provides a valuable service to the adjacent residential neighborhoods conveniently and accessibly located along a major thoroughfare and near a major intersection.

## **CONSIDERATIONS**

1. The applicant is proposing to operate a dental office from 9:00 a.m. to 3:00 p.m. Monday through Friday. The applicant is not proposing any improvements to the site. In addition to the tenant space for the proposed dental office, the multi-tenant building has 8 tenant spaces of which 6 are

vacant and the other two are occupied by an adult day care and a hair salon.

2. The proposed attached signage is in compliance with the Sign Ordinance. The applicant is not proposing freestanding signage at this point in time.
3. The parking requirement for Medical Office/Clinic is one parking space for each 200 square feet of gross floor area. The current parking count meets the parking demand inclusive of the proposed dental clinic.
4. The applicant is requesting approval of the Specific Use Permit for a period of 15 years tied to **Mohammed Mansour**.

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

Neighborhood Centers provide a mix of services that are commonly located near residential neighborhoods and utilized by residents on a daily basis; these services are characterized by their accessibility and their low commercial activity. The proposed dental clinic would provide a valuable service to the surrounding residential neighborhoods. The dental clinic will be conveniently located amid an area that is mostly developed with single family residences while appropriately located near a major intersection. The proposed dental clinic represents a low intense commercial activity with a traffic generation that is minimal; furthermore, given that the subject property can only be accessed from Shiloh Road, which is a major thoroughfare, the traffic generated by the dental clinic will not impact the capacity of the local and collector streets in the surrounding residential neighborhoods.

Prepared By:

Josue De La Vega  
Development Planner

Date: October 18, 2012

Reviewed By:

Neil Montgomery  
Director of Planning

Date: October 19, 2012

Reviewed By:

William E. Dollar  
City Manager

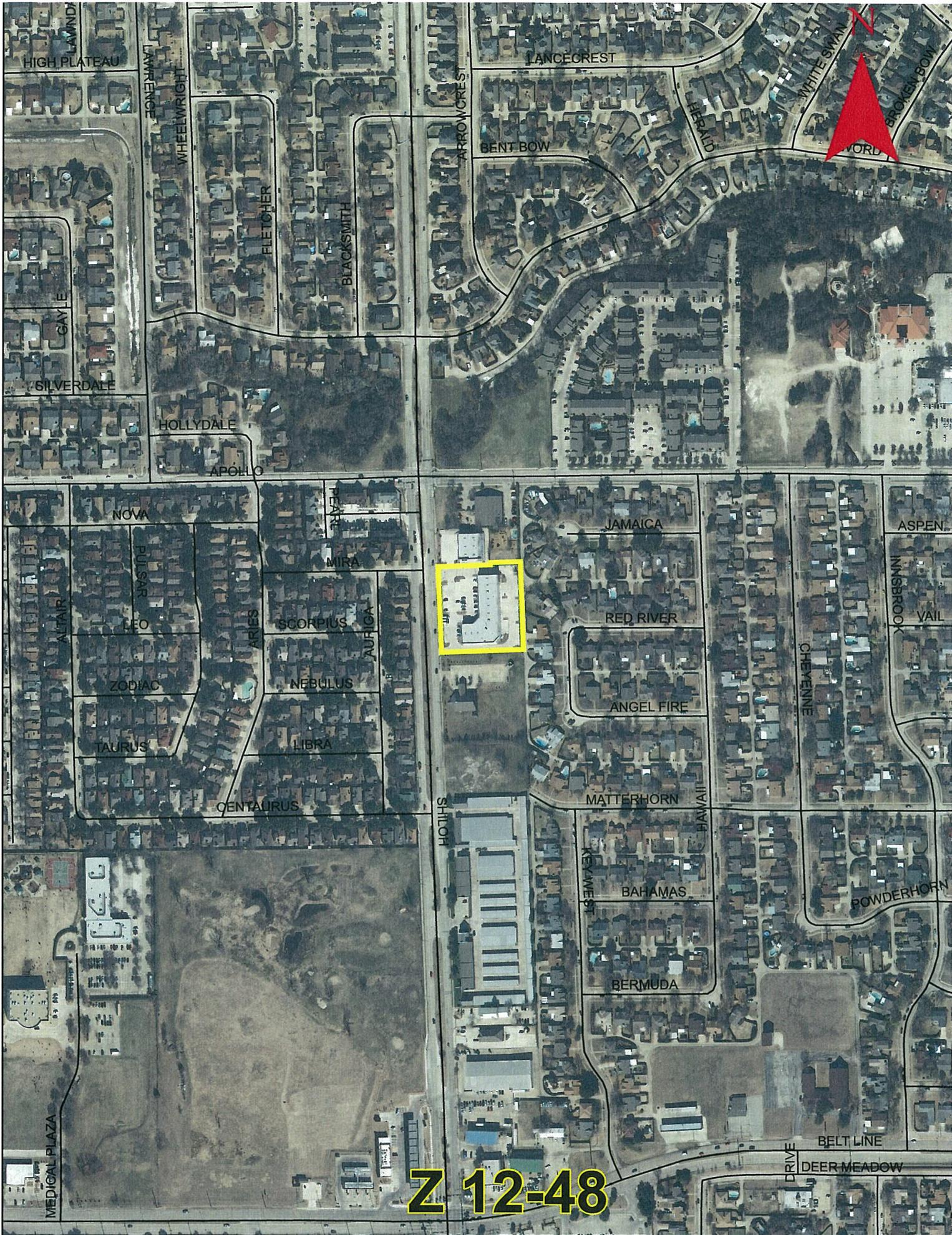
Date: October 23, 2012



**Z 1248**







**Z 12-48**

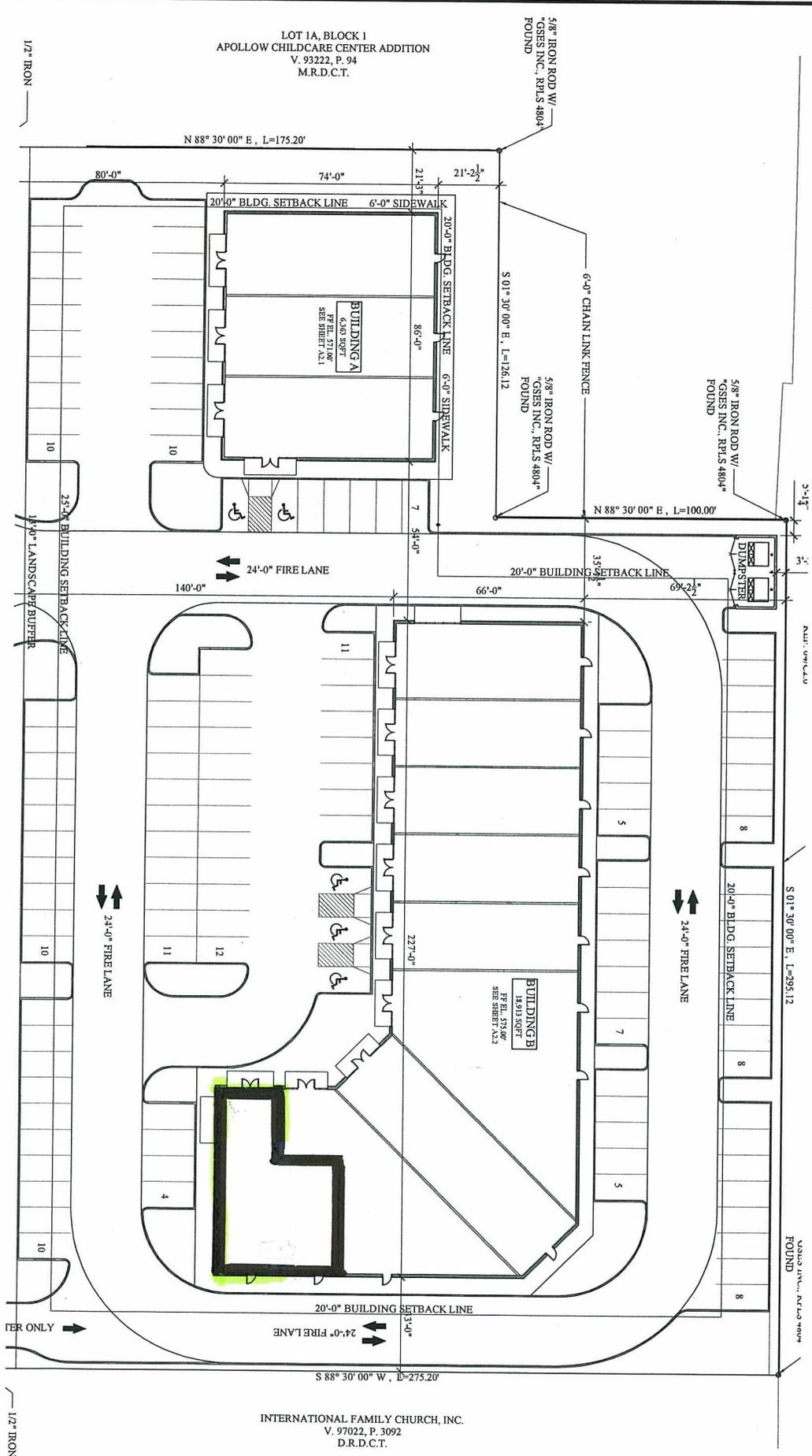
## SPECIFIC USE PERMIT CONDITIONS

### ZONING FILE 12-48

3630 North Shiloh Road, Suite 209B

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit Medical Office/Clinic on the subject property.
- 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 Neighborhood Service (NS) District set forth in Section 23 and 33 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and 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 15 year time period and tied to **Mohammed Mansour**.

LOT 1A, BLOCK 1  
 APOLLO CHILD CARE CENTER ADDITION  
 V. 93222, P. 94  
 M.R.D.C.T.



INTERNATIONAL FAMILY CHURCH, INC.  
 V. 97022, P. 3092  
 D.R.D.C.T.

- ALL HARD
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- 4. INTERI
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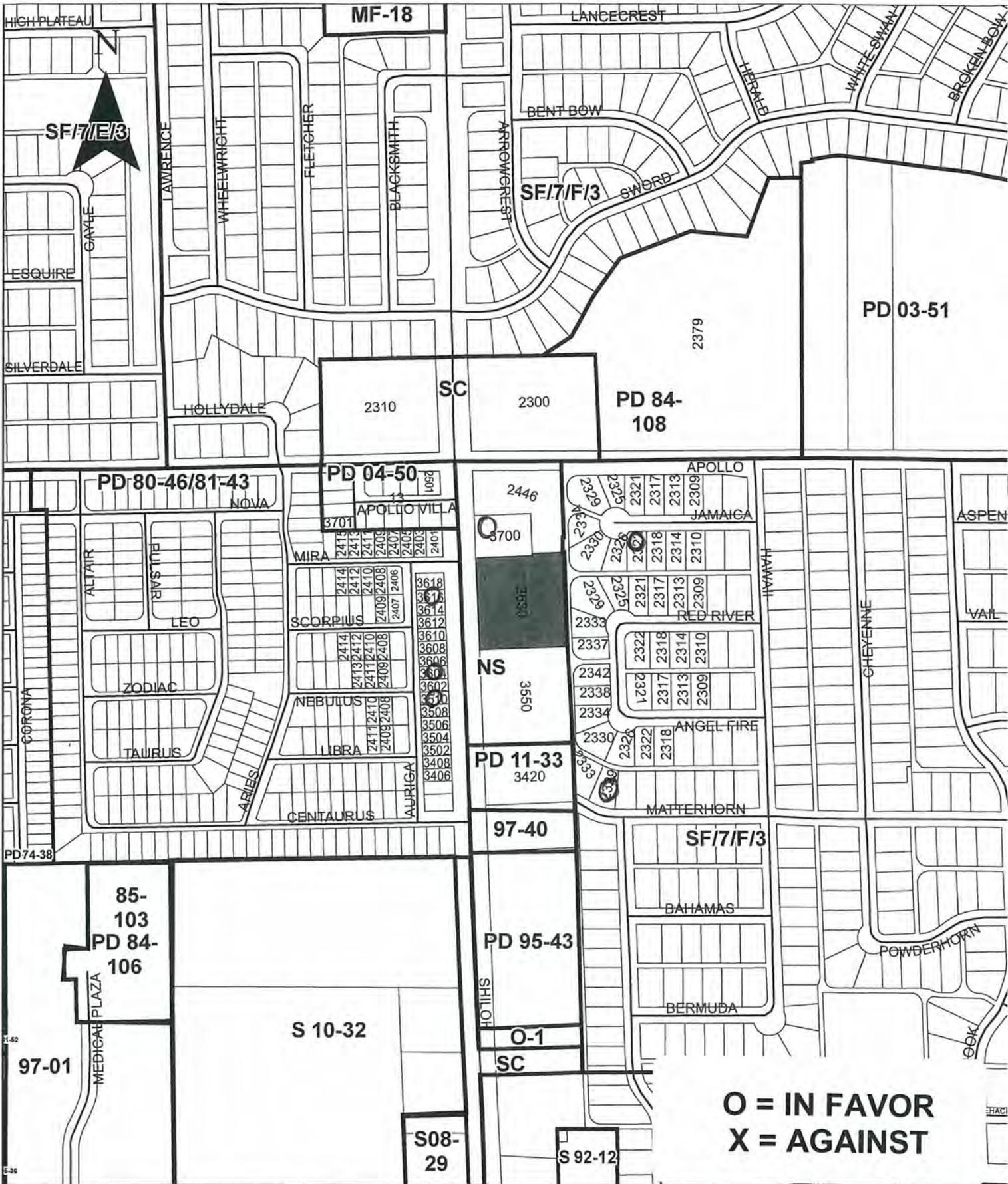
## REPORT & MINUTES

**P.C. Meeting, October 8, 2012 (9 Members Present)**

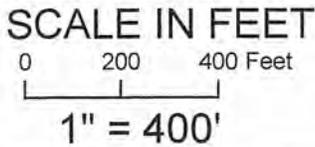
**Consideration of the application of General Improvement Co, requesting approval of a Specific Use Permit for Medical Office/Clinic on property zoned Neighborhood Service (NS) District. The property is located at 3630 North Shiloh Road. (File 12-48)**

Mohammed Mansour, 3305 Mosswood Drive, Plano, 75074 presented his request and was available for questions.

**Motion** was made by Commissioner LeMay, seconded by Commissioner Ott to **approve** the Specific Use Permit for a Medical Office/Clinic for a period of 15 years tied to Mohammed Mansour. **Motion carried: 9 Ayes, 0 Nays.**



**O = IN FAVOR**  
**X = AGAINST**



**INDICATES AREA OF REQUEST**

**ZONING**  
**Z 12-48**



**GARLAND**

September 27, 2012

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: October 8, 2012 – 7:00 PM

**APPLICANT:** General Improvements Co.

**File Z 12-48**

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, October 8, 2012, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **General Improvements Co.** requesting approval of a Specific Use Permit for Medical Office/Clinic on property zoned Neighborhood Service (NS) District. The property is shown on the enclosed sketch and is described as follows:

Being an approximate 1.83-acre parcel shown as Lot 2 Block 1 of Shiloh/Apollo Addition, an addition to the City of Garland. The property is located at 3630 North Shiloh Road. (District 7)

**Note: The applicant requests approval of a Specific Use Permit to operate a dental office within a multi-tenant shopping center.**

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002.** Should you have any questions, please contact Josue De La Vega at 972-205-2445.

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

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(Please complete the following information)

Your Property Address

3604 AURIGA GARLAND TX 75044

Printed Name

THANH N. NGUYEN 2602 SPRINGLAKE DR RICHARDSON 75082-4236

Address

City, State

Zip

The above statements reflect my (~~our~~) opinion regarding the proposed request(s).

Thanh Nguyen  
Signature

OWNER  
Title

Date: 10-2-2012



**GARLAND**

September 27, 2012

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

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(Please complete the following information)

Your Property Address

TRAN LIYEH VAN & HOAN-DO

Printed Name

3510 AURIGA (DA) Garland Tx, 75044

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Hoato Liuyuan Tran

Signature

Title

Date: 10/9/2012



**GARLAND**

September 27, 2012

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

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(Please complete the following information)

Your Property Address

Jean and Evelyn BOULLIER  
Printed Name  
2329 Maltterhorn Dr GARLAND, TX 75044-6741  
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

[Signature]  
Signature Title

Date: 10-1-2012



**GARLAND**

September 27, 2012

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

*WE FULLY SUPPORT THE SUP REQUEST FOR MEDICAL OFFICE SPACE ON THIS PROPERTY.*

(Please complete the following information)

Your Property Address

*OWEN GROUP HOLDINGS, LLC. (3700 N. Shiloh)*

Printed Name

*4325 WINDSOR CENTRE FLOWER MOUND TX 75028*

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

*[Signature]*

*CEO / PRESIDENT*

Signature

Title

Date: *OCTOBER 1, 2012*



**GARLAND**

September 27, 2012

CITY OF GARLAND  
PLANNING DEPARTMENT  
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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

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(Please complete the following information)

Your Property Address

3616 AURIGA DR.

Printed Name

DAVID CHAMBERS

Address

3616 AURIGA DR.

City, State

GARLAND, TX

Zip

75044

The above statements reflect my (our) opinion regarding the proposed request(s).

Signature

MR.

Title

Date:

10-1-2012



**GARLAND**

September 27, 2012

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I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

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(Please complete the following information)

Your Property Address

K. Babiniaux  
Printed Name  
2322 Jamaica Pl., Garland, TX 75044  
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Signature

Title

Date:

10/3/12