



## **AGENDA**

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

**City of Garland  
Council Chambers, City Hall  
200 North Fifth Street  
Garland, Texas  
February 18, 2014  
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) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. **BRILLE IS NOT AVAILABLE.**

### **CITY COUNCIL GOALS 2020**

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

## **MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS**

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

## **CONSENT AGENDA**

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

1. Consider approval of the minutes of the February 4, 2014 City Council Regular Meeting.
  
2. Consider approval of the following bids:
  - a. Roof Replacement Package for Duck Creek WWTP                      Bid No. 3916-14

<b>Supreme Roofing, LLC,</b>	<b>\$263,984.00</b>
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*This request is to provide labor and materials to replace ten (10) roofs at the Duck Creek Wastewater Treatment Plant which were damaged in a February 2012 hail storm. The project is funded through the City's Property Claims account.*

**b. 345kV Substation Breaker Replacement** **Bid No. 4070-14**

<b>Chapman Construction</b>	<b>\$596,869.00</b>
<b>Optional Contingency</b>	<b><u>89,530.35</u></b>
	<b><u>\$686,399.35</u></b>

*This request is to provide for the removal and replacement of 345kV circuit breakers at the Gibbons Creek Substation including installation of new ground risers and the installation of raceway and control cable. An optional contingency is included for unforeseen additional work that may be required.*

**c. 145kV Substation Circuit Breakers** **Bid No. 4081-14**

<b>Mitsubishi</b>	<b>\$786,915.00</b>
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*This request is to provide for nine (9) 145kV circuit breakers for Garland Power & Light's breaker replacement project. There are a total of twenty-eight (28) breakers scheduled to be replaced over the next three (3) years.*

**d. Replacement Pickup Trucks** **Bid No. 4116-14**

<b>Randall Reed's Prestige Ford</b>	<b>\$74,050.00</b>
<b>Optional Contingency</b>	<b><u>46,121.00</u></b>
	<b><u>\$120,171.00</u></b>

*This request is to purchase five (5) replacement pickup trucks to be utilized by various departments within the City of Garland.*

**e. Liquefied Suspended Cement Slurry** **Bid No. 4119-14**

<b>TXI Operations, LP</b>	<b>\$247,500.00</b>
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*This request is to provide cement pneumatically mixed with water and additives to produce cement slurry. This product is used to stabilize base material on various Street Department construction projects. This is a term contract with two (2) optional renewals.*

**f. Upgrade for Police Department E911 Equipment** **Bid No. 4158-14**

**Cassidian Communications** **\$496,486.00**

*The Garland Police Department's current E911 equipment has been placed on product discontinuation notice and will, therefore, be obsolete. The current E911 equipment is based on analog technology that is not compatible with current communication media such as text and video messaging. The new system will meet current technology requirements and provide improved capabilities for the Police Department and the citizens of Garland. .*

**g. Replacement Fleet Vehicles** **Bid No. 4182-14**

**Sam Pack's Five Star Ford** **\$540,085.20**

*This request is to provide twenty-seven (27) replacement trucks and vans to be used by various departments in their daily operations.*

**h. Engineering Services for Crez Project** **Bid No. 4187-14**

**POWER Engineers, INC.** **\$189,261.00**

*This request is to provide professional engineering services related to close-out of the competitive renewable energy zone (CREZ) Transmission Line Project including aerial survey and North American Electric Reliability Corporation (NERC) compliance verification.*

**i. Professional Engineering Services for Gibbons Creek** **Bid No. 4188-14**

**Black & Veatch** **\$499,150.00**  
**Optional Contingency** **49,915.00**  
**\$549,065.00**

*This request is to provide professional engineering services associated with obtaining a detailed design for the Gibbons's Creek Substation reactor bank addition project.*

**3. Public hearings were previously conducted for the following zoning cases.**

**a. Zoning File No. 13-35, Apartment Development Services**

*Consider an ordinance amending the zoning laws of the City of Garland, by approving change in zoning from Agriculture (AG) District a Planned Development (PD) District for Multi-Family Uses and a Concept Plan on a 10.75-acre tract of land located at the northwest intersection of Bobtown Road and Waterhouse Boulevard.*

**b. Zoning File No. 13-45, First Texas Homes, Inc.**

*Consider an ordinance amending the zoning laws of the City of Garland, by approving amendments to Planned Development (PD) District 06-02 for Single-Family Uses and an Amended Detail Plan for Single-Family Detached Dwelling Units on a 91.292-acre tract of land located between Merlin Drive and Lake Ray Hubbard.*

**4. Consider a resolution approving and funding the 2013 Cycle 2 Neighborhood Vitality Matching Grant Projects.**

*This item was considered by Council at the February 3, 2014 Work Session regarding application for Neighborhood Vitality Funding for Meadowcrest Neighborhood Association, Ridgemeade Neighbors, and Prescott Traffic Control Committee.*

**5. Consider an ordinance ordering and providing notice of a General Election for the City of Garland to be held on May 10, 2014**

*In accordance with the City Charter and the laws of the State of Texas, Order and Notice of the General Election be provided by February 28, 2014.*

**6. Consider approval by minute action a contract with Dallas County Elections to secure election services for all Garland registered voters for the May 10, 2014 General Election. The estimated cost for the election is \$54,911.99.**

*It is necessary to contract with Dallas County Elections to secure elections service for the May 10, 2014 General Election.*

- 7. Consider approval by minute action authorizing the City Manager to execute a proposed Design Contract for the replacement of existing water lines in E. State, Garvon, and Commercial Streets.**

*Staff has negotiated a contract with McManus & Johnson Consulting Engineers, LLC, in the amount of \$118,400.00. The contract will cover the design of this project. The project limits are Garvon Street from Bankhead to Commercial, Commercial Street from E. Avenue B to Garvon, and E. State Street from Lavon Drive to Garvon. Drainage and Water improvements in the area will also be a part of this project.*

- 8. Consider approval by minute action authorizing the City Manager to execute a proposed Design Contract for Wynn Joyce Life Station Removal and New Gravity Sanitary Sewer Main.**

*Staff has negotiated a contract with Freese and Nichols, Inc. in an estimated amount of \$171,670. The contract will cover the design of a new gravity sanitary sewer along with the decommissioning of the existing lift station. The limits of the project are along Wynn Joyce Road from Amy Lane to Oates Road.*

## **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.**

- 9. Consider the request by Genesis Systems, Inc. to waive the Roadway Impact Fee for development of property located at the northwest corner of Nicholson and Marquis Drive (Lot 2R, Block 4, Northgate Business Park V).**

*The applicant is proposing to construct a 12,500 square foot corporate office and warehouse building on the subject property which is zoned in the Industrial 1(I-1) District. Based on the proposed size, location, and use of the building, roadway impact fees in the amount of \$11,705 would be due.*

**10. Consider appointments to boards and commissions.**

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

Councilwoman Goebel

- Eric Stuyvesant – CENAC

Councilman Stanley

- Edward Moore – Community Multicultural Commission

**11. 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.*

**12. 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 p.m. on Tuesday, February 4, 2014, in the Council Chambers at City Hall with the following members present:

Mayor	Douglas Athas
Mayor Pro Tem	Lori Barnett Dodson
Councilmember	Marvin 'Tim' Campbell
Councilmember	Anita Goebel
Councilmember	Stephen W. Stanley
Councilmember	B.J. Williams
Councilmember	John Willis
Councilmember	Scott LeMay
Councilmember	Jim Cahill

STAFF PRESENT:	City Manager	William E. Dollar
	City Attorney	Brad Neighbor
	City Secretary	Lisa Palomba

CALL TO ORDER: The meeting was called to order by Mayor Douglas Athas. District 5 Councilman John Willis led the Invocation and Pledge of Allegiance.

ANNOUNCEMENTS: Mayor Athas commented on the following: (1) On Saturday, Feb. 15, the National Weather Service will host its annual SKYWARN training at the Granville Arts Center from 9 a.m. to 4 p.m. (2) Mayor Athas announced that he and Pro Tem Dodson were appointed to the National League of Cities' 2014 First Tier Suburbs Council. (3) The City of Garland is partnering with StrongTowns.org and hosting a candid talk about the future of North Texas cities, towns and neighborhoods on Thursday, February 6 from 5:30-8:30 p.m. at the Plaza Theatre. (4) February 28, 2014 at 5:00 pm is the deadline for filing for a place on the ballot in the May 10, 2014 General Election for City Officers. Qualified persons may apply to run for Councilmember Districts in 1, 2, 4 and 5. (5) Thursday, April 10 is the last day to register to vote to be eligible to vote in the May 10 election. (6) Voters are urged to familiarize themselves with the new Voter ID Laws.

CONSENT AGENDA: Mayor Athas noted Items 5 and 8 are pulled from the Consent Agenda for individual consideration. Councilman LeMay requested Item 9 be pulled as well. All items marked with asterisks (\*\*) on the Consent Agenda were voted on in a single motion at the beginning of the meeting. A motion was made by Councilman Willis, seconded by Councilman Stanley, to approve

Items: 1; 2a; 2b; 2c; 2d; 2e; 3; 4; 6; and 7. A vote was cast and the motion carried with 9 Ayes; 0 Nays.

1. APPROVED\*\* City Council minutes of the January 21, 2014 Regular Meeting.
- 2a. APPROVED\*\* Award of Bid No. 3403-14 in the amount of \$693,900 to Timmons Group – Cityworks to provide software implementation services, training, and a yearly service contract of \$75,000 for the Azteca Cityworks Asset Management System to be used by the Water and Wastewater Departments.
- 2b. APPROVED\*\* Award of Bid No. 3963-14 in the amount of \$233,490 to WEG Electric Co. to purchase a 5MVA 138/12.47kV transformer to be installed at the TMPA Hog Creek Substation.
- 2c. APPROVED\*\* Award of Bid No. 3938-14 in the amount of \$135,600 to Gilbert Construction to provide necessary repairs for Carver 3 foundation repair including lifting portions of the concrete slab to bring level with the surrounding grade beams, installing a moisture barrier to maintain a consistent moisture level below the slab, re-routing the building's roof drains, and performing required site grading.
- 2d. APPROVED\*\* Award of Bid No. 4136-14 in the amount of \$121,869 to Chastang Ford for the purchase of a 2014 Ford F-550 chassis with mounted Pipehunter Model 7844 sewer cleaner to be used by the Water Department in their daily operations.
- 2e. APPROVED\*\* Award of Bid No. 4146-14 in the amount of \$291,638.99 to T & D Solutions to provide emergency repairs for storm restoration during ice storm power outages.
3. APPROVED\*\* Ordinance 6672 amending Chapter 21 “Fire Prevention and Protection” of the Code of Ordinances reducing mileage fees in subsections B (2) and B (3) from \$12.00 to \$10.00 per mile.
4. APPROVED\*\* Minute action authorizing approval of Change Order No. 1 to the Contract with Jim Bowman Construction Company in the amount of \$64,071.57. The majority of the change order is for the concrete removal and replacement for the additional 2” thickness. Additional grade adjustments of ADA ramps and sidewalks are part of the change order
6. APPROVED\*\* Minute action authorizing the City Manager to execute the Garland Power & Light Transmission & Distribution Director Independent Contractor Agreement.

7. APPROVED\*\* Ordinance No. 6673 amending the 2013-2014 Adopted Budget.

#### ITEMS FOR INDIVIDUAL CONSIDERATION

5. APPROVED Director of Engineering Engineer Michael Poloczek provided information to Council. Councilwoman Goebel made a motion to approve by minute action, seconded by Councilman Cahill, authorizing the City Manager to execute the proposed agreement with Verizon in the amount of \$217,661.66 to provide cables/wires in the new underground conduit system and to remove existing overhead wires and poles along the south side of Walnut between Glenbrook and the KCS ROW.

8. POSTPONED Councilman LeMay, seconded by Councilwoman Goebel, moved to postpone until March 4, 2014 any action regarding an amendment to the Consultation Services Retainer Agreement for Dean International. The following persons spoke regarding the item: Daren Lathen and Stan Winterbauer. Council discussion followed. A vote was cast and the motion to postpone until March 4, 2014 carried with 5 ayes, 4 nays (Campbell, Stanley, Willis, Dodson).

9. POSTPONED Councilman LeMay, seconded by Councilman Cahill, moved to postpone action regarding the adoption of the Strategic Transportation Enhancement Plan for IH-635 East, SH-78, and I-30. A vote was cast and the motion to postpone carried with 5 ayes, 4 nays (Campbell, Stanley, Willis, Dodson).

10a. HELD & APPROVED Director of Planning Anita Russelmann provided background information related to the application of Apartment Development Services, requesting approval of 1) a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses, 2) a Concept Plan and 3) a variance to Section 34.19(d) of the IH 30 Development Standards regarding building placement. The property is located at the northwest intersection of Bobtown Road and Waterhouse Boulevard. (District 3) (Zoning File No. 13-35).

Mayor Athas opened the public hearing to allow input regarding the application. The following persons provided oral testimony in favor of the application: Applicant Mike Anderson; Jarrett Woods; Scott Beattie; and Pastor Bobby Stanley. Kurt Green also provided oral testimony in favor and requested the record of 12/17/13 be corrected to show that he was always in favor of the request (previous minutes reflected he was opposed to the request). The following persons registered a position in favor of the application:

Stella Hattox; Karl Slough; Rusty Truelock; John Franklin; Shannon Franklin; Tim Hattox; Erik Hallbam; Jack Jones; Melissa Van Zandt; Sonya Herbst; Shawn Foster; Tonya Ingram; Norma Killman; Nicky Van Zandt; Charlotta Jones; Bobby Herbst; Rev. Sidney Killman; Roger Ingram; Bruce MACIP; Charlene Macip; Teresa Fory; Deborah McHam; Jeff Wafford; Edward Lunsford; Sherri Croy; Ricky Croy; Michele Lunsford; Haden Good; J.C. Good; and Robert Murry. The following persons provided oral testimony in opposition to the request: Mary Ehlenfeldt; Sue Jones; James Dupay; and Dr. Richard Roberts. The following person registered a position in opposition to the request: Annetta Schroeder.

Council discussion ensued. Councilman Stanley made a motion to close the public hearing and to approve the request as presented, seconded by Councilman Cahill. A vote was cast and the motion carried with 5 ayes, 4 nays (Athas, Goebel, Dodson, LeMay).

RECESSED

9:09 p.m.

RECONVENED

9:24 p.m.

10b. HELD & APPROVED

Director of Planning Anita Russelmann provided background information regarding the application of application of First Texas Homes, Inc. requesting approval of 1) amendments to Planned Development (PD) District 06-02 for Single-Family Uses and 2) an amended Detail Plan for Single-Family Detached Dwelling Units. The property is located between Merlin Drive and Lake Ray Hubbard. (District 3) (Zoning File No. 13-45)

Mayor Athas opened the public hearing to allow input regarding the application. The following persons spoke in favor of the request: Tom Juhn and Tony Shaw.

Councilman Stanley moved to close the public hearing and approve the request. The request was seconded by Councilwoman Goebel. A vote was cast and the motion carried with 9 ayes, 0 nays.

11. HELD

Mayor Athas open the public hearing to receive comment on the 2014 Proposed Capital Improvement Program (CIP). No one spoke during the public hearing. Mayor Athas then closed the public hearing.

12. APPROVED

Councilman Cahill made a motion, seconded by Councilman Campbell, to approve Ordinance 6674 approving the 2014 Capital Improvement Program as presented. Councilman Willis made a

motion to amend the motion to approve as presented and to amend the motion to reflect the removal of line #10508 relating to the Pace and Lyles house relocation. Councilman Stanley seconded the motion. Council discussion ensued and staff answered questions. A vote was cast on the amendment and carried with a vote of 7 ayes, 2 nays (Goebel, Dodson). A vote was then cast on the main motion to approve as amended. The motion carried with 9 ayes, 0 nays.

10. CITIZEN COMMENTS: Mary Ehlenfeldt commented regarding 2020 goals and offered a prayer.

There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 9:54 p.m.

CITY OF GARLAND

Signed:

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Attest:

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## Purchasing Report

### ROOF REPLACEMENT PACKAGE FOR DUCK CREEK WWTP OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide labor and materials to replace ten (10) roofs at the Duck Creek Wastewater Treatment Plant which were damaged in a February 2012 hail storm. This project is being funded through the City's Property Claims account.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Supreme Roofing, LLC	All	\$263,984.00
<b>TOTAL:</b>		<u>\$263,984.00</u>

**BASIS FOR AWARD:**

**Best Value**

Submitted by:

Reviewed by:

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

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

Date: 02/07/14

Date: 02/10/14

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	<u>3,396,915</u>
Expended/Encumbered to Date:	<u>2,247,529</u>
Balance: \$	<u>1,149,386</u>
This Item:	<u>263,984</u>
Proposed Balance: \$	<u>885,402</u>
Trent Schulze	02/11/14
Budget Analyst	Date
Ron Young	02/11/14
Budget Director	Date

Operating Budget: <input checked="" type="checkbox"/>	CIP: <input type="checkbox"/>	Year: <u>FY 2013-14</u>
Document Location: <u>Page 256</u>		
Account #: <u>405-1192-7503</u>		
Fund/Agency/Project – Description: Self Insurance Fund		
Comments: Labor and materials to replace 10 roofs at Duck Creek WWTP that were damaged by hail in February 2012. Project is funded through City's Property Claims account.		

CITY OF GARLAND - BID RECAP SHEET  
 OPENED: 12/12/2013  
 REQ. NO. PR 32403  
 BID NO. 3916-14  
 PAGE: 1 of 1  
 BUYER: R. Berger

Supreme Roofing, LCL  
 (Alternate)

Castro Roofing of Texas, L.P.

Supreme Roofing, LCL  
 (Base Bid)

Chamberlin Roofing

J. Reynolds

Jeff Eubank Roofing

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	lot	Bid Price for Evaluation		\$263,984.00		\$248,000.00		\$276,290.00		\$332,100.00		\$364,782.00
			Evaluation Criteria:										
			Price	Maximum = 40	37.6	40.0	35.9	29.9	27.2	26.9			
			Qualifications	Maximum = 20	20.0	15.0	20.0	7.0	16.0	12.0			
			Methodology	Maximum = 20	10.0	15.0	10.0	0.0	0.0	0.0			
			References/past performance	Maximum = 20	19.0	15.0	19.0	15.0	0.0	15.0			
			Total Score:	Maximum = 100	86.6	85.0	84.9	51.9	43.2	53.9			
TOTAL GROSS PRICE					\$264,157.20	\$248,170.00	\$276,459.80	\$332,203.80	\$364,868.40	\$368,978.80			
CASH DISCOUNT													
TOTAL NET PRICE					\$264,157.20	\$248,170.00	\$276,459.80	\$332,203.80	\$364,868.40	\$368,978.80			
F.O.B. DELIVERY					DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED			

NEXT LOW:  
 LOW:  
 SAVINGS: \$0.00

1073 # BidSync Notifications  
 3 # BidSync HUBS  
 32 # Direct Contact HUBS  
 1 # 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 3916-14** **Roof Replacement Package for Duck Creek WWTP**

**Recommended Vendor:**

Supreme Roofing, LLC

**Total Recommended Award:**

\$263,984.00

**Basis for Award:**

Best Value

**Purpose:**

The purpose of this contract is to provide labor and materials to replace ten (10) roofs at the Duck Creek Waste Water Treatment Plant which were damaged in a February 2012 hail storm.

**Evaluation:**

Requests for bids were issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated based on the criteria of: price; qualifications; work flow methodology; references of past performance. Although Castro Roofing of Texas, L.P. submitted the lowest overall bid, Supreme Roofing, LCL received the highest evaluated score, offering the best value for the City.

**Recommendation:**

Staff recommends awarding the roof replacement package to Supreme Roofing, LLC as best value provider.

**Funding Information:**

The Contract is funded from the Property Claims account 405-1192-7503

**Department Director:**

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



## Purchasing Report

### 345 kV SUBSTATION BREAKER REPLACEMENT OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide for the removal and replacement of 345 kV circuit breakers at the Gibbons Creek Substation including installation of new ground risers and the installation of raceway and control cable. Due to the complex nature of the project, an optional contingency is included for unforeseen additional work that may be required. This is an approved GP&L Capital Improvement project and will be reimbursed by TMPA.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Chapman Construction	All	\$596,869.00
Optional Contingency		89,530.35
	<b>TOTAL:</b>	<b>\$686,399.35</b>

**BASIS FOR AWARD:**

**Lowest Responsible Bid**

Submitted by:

Reviewed by:

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

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

Date: 02/05/14

Date: 02/10/14

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$ <u>4,407,603</u>	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2014</u>
Expended/Encumbered to Date: <u>1,394,403</u>	Document Location: <u>Page E11</u>
Balance: \$ <u>3,013,200</u>	Account #: 215-3542-3175301-7111 (EC-S5753-002-1-7111)
This Item: <u>686,399</u>	Fund/Agency/Project – Description: Electric CIP Fund
Proposed Balance: \$ <u>2,326,801</u>	Comments: Removal and replacement of 345 kV circuit breakers at Gibbons Creek Substation including installation of new ground risers, raceway, and control cable. An optional contingency is included, and project will be reimbursed by TMPA.
Trent Schulze <span style="float: right;">02/05/14</span>	
Budget Analyst <span style="float: right;">Date</span>	
Ron Young <span style="float: right;">02/05/14</span>	
Budget Director <span style="float: right;">Date</span>	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 4070-14** **345 kV Substation Breaker Replacement**

**Recommended Vendor:**

Chapman Construction Co., L.P.

**Total Recommended Award:**

\$686,399.35

**Basis for Award:**

Lowest Responsible Bid

**Purpose:**

The purpose of this contract is to provide for the removal and replacement of 345 kV circuit breakers at the Gibbon's Creek Substation including installation of new ground risers and the installation of raceway and control cable. This is part of the Tmpa Breaker Replacement Project.

**Evaluation:**

Requests for bids were issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated. Although Highlines Construction submitted the lowest bid, GP&L determined that they did not have sufficient experience to perform the work. Specifically, they were deficient in 345 kV breaker replacement experience and had no experience with 5,000 amp breakers.

**Recommendation:**

Staff recommends awarding the breaker replacement contract to Chapman Construction Co., L.P. based on their experience with similar work.

**Funding Information:**

This is funded from CIP project 215-3542-3175301-7111 Tmpa Breaker Replacement Project and will be reimbursed at 100%.

**Department Director:**

Tommy Weathersbee, Interim Transmission & Distribution Director, 972-205-3532



# Purchasing Report

## 145 kV SUBSTATION CIRCUIT BREAKERS OPEN MARKET

### PURCHASE JUSTIFICATION:

The purpose of this bid is to purchase nine (9) 145 kV circuit breakers for Garland Power & Light's breaker replacement project. There are a total of twenty eight (28) breakers scheduled to be replaced over the next three (3) years. The breakers will be expensed to the CIP Breaker Replacement project as they are installed.

### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Mitsubishi	All	\$786,915.00
<b>TOTAL:</b>		\$786,915.00

### BASIS FOR AWARD:

**Lowest Responsible Bid**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 02/06/14

Date: 02/10/14

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	N/A
Expended/Encumbered to Date:	NA
Balance: \$	NA
This Item:	NA
Proposed Balance: \$	NA
Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2013	
Document Location: E11	
Account #: 211-1312	
Fund/Agency/Project – Description: Electric Inventory Electric Substation- Circuit Breakers	
Comments: Circuit breakers will be charged to various CIP Substation projects as needed	
Trent Schulze	2/7/14
Budget Analyst	Date
Ron Young	2/7/14
Budget Director	Date





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 4081-14** **145 kV Substation Circuit Breakers**

**Recommended Vendor:**

Mitsubishi

**Total Recommended Award:**

\$786,915.00

**Basis for Award:**

Lowest Responsible Bid

**Purpose:**

The purpose of this bid is to purchase nine (9) 145 kV circuit breakers for Garland Power & Light's breaker replacement project. There are a total of twenty eight (28) breakers scheduled to be replaced over the next three (3) years.

**Evaluation:**

Requests for bids were issued in accordance with Purchasing procedures. Three bids (3) were received and evaluated. The apparent low bidder, Len T. Deloney, did not meet the stated minimum warranty requirements and was therefore deemed non-responsive. Mitsubishi met all specifications as well as the minimum warranty requirements.

**Recommendation:**

Staff recommends awarding the bid to Mitsubishi as the lowest responsible bidder meeting all specifications and warranty requirements.

**Funding Information:**

Substation Inventory Account (211-1312) will be expensed to the CIP Breaker Replacement Project as they are installed.

**Department Director:**

Tommy Weathersbee, Interim Transmission & Distribution Director, 972-205-3532



## Purchasing Report

### REPLACEMENT PICKUP TRUCKS OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to purchase five (5) replacement pickup trucks to be utilized by various departments within the City of Garland. Funding for these units was approved in the 2013-14 Operating Budget and Equipment Replacement Fund.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Randall Reed's Prestige Ford	1,2,4	\$74,050.00
Reliable Chevrolet	3,5	\$46,121.00
	<b>TOTAL:</b>	<b>\$120,171.00</b>

**BASIS FOR AWARD:**

**Lowest Responsible Bid**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 02/07/14

Date: 02/10/14

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	260,469
Expended/Encumbered to Date:	0
Balance: \$	260,469
This Item:	120,171
Proposed Balance: \$	140,298
Ron Tiffany	2-10-14
Budget Analyst	Date
Ron Young	2-10-14
Budget Director	Date
Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: 2013-14 Document Location: pages 88 & 120 Account #: 444-1931-9009, 444-4911-9009, 444-4222-9009, 444-3421-9009, 211-3523-9009 Fund/Agency/Project – Description: Five (5) replacement pickup trucks Comments: Trucks for four (4) departments	

<b>CITY OF GARLAND - BID RECAP SHEET</b> OPENED: 01/24/14 REQ. NO. Various BID NO. 4116-14 PAGE: 1 of 1 BUYER: T. Smith			Randall Reed's Prestige Ford	Randall Reed's Prestige Ford (Alternate)	Reliable Chevrolet	Southwest Ford	Grapevine Dodge Chrysler Jeep
--	--	--	------------------------------	--	--------------------	----------------	-------------------------------

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL								
1	1	ea.	New, 2013 3/4 ton pickup, 4x4, extended cab	\$29,550.00	\$29,550.00	\$32,600.00	\$32,600.00	\$30,997.00	\$30,997.00	\$33,430.62	\$33,430.62	No Bid	No Bid
2	1	ea.	New, 2013 1/2 ton pickup, 2wd, regular cab	\$17,600.00	\$17,600.00	n/a	n/a	\$18,780.00	\$18,780.00	\$18,801.08	\$18,801.08	No Bid	No Bid
3	1	ea.	New, 2013 1/2 ton pickup, 2wd, regular cab	\$18,550.00	\$18,550.00	n/a	n/a	\$17,610.00	\$17,610.00	\$18,321.08	\$18,321.08	No Bid	No Bid
4	1	ea.	New, 2013 3/4 ton pickup, 4x4, 4 door crew cab	\$26,900.00	\$26,900.00	\$29,800.00	\$29,800.00	\$27,646.00	\$27,646.00	\$30,271.62	\$30,271.62	\$26,933.00	\$26,933.00
5	1	ea.	New, 2013 3/4 ton pickup, 4x4, extended cab, short bed	\$27,150.00	\$27,150.00	\$30,300.00	\$30,300.00	\$28,511.00	\$28,511.00	\$30,613.62	\$30,613.62	No Bid	No Bid

TOTAL GROSS PRICE				\$119,750.00	\$92,700.00	\$123,544.00	\$131,438.02	\$26,933.00
CASH DISCOUNT								
TOTAL NET PRICE				\$119,750.00	\$92,700.00	\$123,544.00	\$131,438.02	\$26,933.00
F.O.B.				DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED
DELIVERY								

**NEXT LOW: \$123,542.08**  
**LOW: \$120,171.00**  
**SAVINGS: \$3,371.08**

424 # BidSync Notifications  
 0 # BidSync HUBS  
 0 # 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 4116-14** **Replacement Pickup Trucks**

#### **Recommended Vendors:**

Randall Reed's Prestige Ford (items 1,2,4)	\$74,050.00
Reliable Chevrolet (items 3,5)	\$46,121.00

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**Total Recommended Award:** \$120,171.00

#### **Basis for Award:**

Lowest Responsible Bid

#### **Purpose:**

The purpose of this contract is to purchase five (5) replacement pickup trucks to be utilized by various departments within the City of Garland.

#### **Evaluation:**

Requests for bids were issued in accordance with Purchasing procedures. Four (4) bids were received and evaluated. Prestige Ford was apparent low bidder on item 5, but there were unable to provide the requested vehicle from their available inventory. Reliable Chevrolet has the requested vehicle in their available inventory.

#### **Recommendation:**

Staff recommends awarding line items 1, 2, 4 to Randall Reed's Prestige Ford and line items 3, 5 to Reliable Chevrolet.

#### **Funding Information:**

444-1931-9009, 444-4911-9009, 444-4222-9009, 444-3421-9009, 221-3523-9009

#### **Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



## Purchasing Report

### LIQUEFIED SUSPENDED CEMENT SLURRY TERM CONTRACT

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide cement pneumatically mixed with water and additives to produce cement slurry. This product is used to stabilize base material on various Street Department construction projects. This is a Term Contract with two (2) optional renewals. The quantities are estimated and may be more or less based on actual needs. Pricing will remain firm for the first term. Any subsequent increases must be justified and mutually agreed upon.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
TXI Operations, LP	1	\$247,500.00
<b>TOTAL:</b>		<u>\$247,500.00</u>

**BASIS FOR AWARD:**

**Straight Low Bid**

Submitted by:

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

Reviewed by:

William E. Dollar  
 City Manager

Date: 02/05/14

Date: 02/10/14

<b>FINANCIAL SUMMARY:</b>	
Total Project/Account: \$	<u>N/A</u>
Expended/Encumbered to Date:	<u>N/A</u>
Balance: \$	<u>N/A</u>
This Item:	<u>247,500</u>
Proposed Balance: \$	<u>N/A</u>
Matt Monedero	<u>02/05/14</u>
Budget Analyst	Date
Ron Young	<u>02/05/14</u>
Budget Director	Date

Operating Budget: <input checked="" type="checkbox"/>	CIP: <input type="checkbox"/>	Year: <u>2013-14</u>
Document Location:	<u>Pages 96-97</u>	
Account #:	<u>451-6999</u> <u>(831-4693-6051)</u>	
Fund/Agency/Project – Description:	<u>Term Contract – Street Department Operating Budget – Liquefied Suspended Cement Slurry</u>	
Comments:	<u>Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.</u>	





# **GARLAND**

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## **PURCHASING**

Executive Summary  
Bid 4119-14

Term Contract for Liquefied Suspended Cement Slurry

**Recommended Vendor:**

TXI Operations, LP

**Total Recommended Award:**

\$247,500.00

**Basis for Award:**

Straight Low Bid

**Purpose:**

The purpose of this contract is to provide cement pneumatically mixed with water and additives to produce cement slurry. This product is used to stabilize base material on various Street Department construction projects. This is a term contract with two (2) optional renewals.

**Evaluation:**

Request for bids were issued per Purchasing procedures. One (1) bid was received from TXI Operations, LP. Their bid is within budget and the contract is within their capabilities.

**Recommendation:**

Staff recommends awarding the term contract for liquefied suspended cement slurry to TXI Operations, LP.

**Funding Information:**

FY 2013/2014 Street Department Operational Budget

**Department Director:**

Steven L. Oliver, P.E., Streets Director, 972-205-3558



## Purchasing Report

### UPGRADE FOR POLICE DEPARTMENT E911 EQUIPMENT OPEN MARKET

**PURCHASE JUSTIFICATION:**

The Garland Police Department's current E911 equipment has been placed on product discontinuation notice and will, therefore, be obsolete. The current E911 equipment is based on analog technology that is not compatible with current communication media such as text and video messaging. The new system will meet current technology requirements and provide improved capabilities for the Police Department and the citizens of Garland. This is an approved Capital Improvement project request.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Cassidian Communications	All	\$496,486.00
	<b>TOTAL:</b>	<b>\$496,486.00</b>

**BASIS FOR AWARD:**

**Cooperative Purchase**

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.

William E. Dollar

Director of Purchasing

City Manager

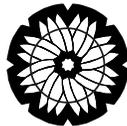
Date: 02/18/14

Date: 02/10/14

**FINANCIAL SUMMARY:**

<p>Total Project/Account: \$ <u>1,711,000</u></p> <hr/> <p>Expended/Encumbered to Date: <u>736,734</u></p> <hr/> <p>Balance: \$ <u>974,266</u></p> <hr/> <p>This Item: <u>496,486</u></p> <hr/> <p>Proposed Balance: \$ <u>477,780</u></p> <hr/> <p>Matt Watson <span style="float: right;">02/05/14</span></p> <hr/> <p>Budget Analyst <span style="float: right;">Date</span></p> <hr/> <p>Ron Young <span style="float: right;">02/05/14</span></p> <hr/> <p>Budget Director <span style="float: right;">Date</span></p>	<p>Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: <u>2014</u></p> <hr/> <p>Document Location: <u>Page PS10</u></p> <hr/> <p>Account #: <u>692-1299-1302500-7111</u></p> <hr/> <p>Fund/Agency/Project – Description: CIP / Police / Communications 911 System</p> <hr/> <p>Comments:</p>
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# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 4158-14** **Upgrade of Police Department E911 Equipment**

**Recommended Vendor:**

Cassidian Communications

**Total Recommended Award:**

\$496,486.00

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The Garland Police Department's current Public Safety Answering Point E911 equipment has been placed on product discontinuation notice and will therefore be obsolete. The current E911 equipment is based on analog technology that is not compatible with current communication media such as text and video messaging. The new system will meet current technology requirements and provide improved capabilities for the Police Department and the citizens of Garland.

**Evaluation:**

The Police and Information Technology Departments evaluated qualified providers of NG911 equipment. After extensive research of products, application, functionality and warranty service, Cassidian Communications was selected as the best provider for these products and services. Cassidian Communications is an approved vendor under the Department of Information Resources contract DIR39456-1.

**Recommendation:**

Staff recommends awarding the NG911 Equipment to Cassidian Communications.

**Funding Information:**

The funding for this project was approved under the Public Safety Communications 911 System portion of the 2013 Capital Improvement Project Request.

**Department Director:**

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



## Purchasing Report

### REPLACEMENT FLEET VEHICLES OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to purchase twenty-seven (27) replacement trucks and vans to be used by various City departments in their daily operations. These vehicles are being provided by Sam Pack's Five Star Ford through the State of Texas Smartbuy Contract #071-072-AT 2014. Funding was approved in the 2013-2014 Equipment Replacement Fund and Operating Budget.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Sam Pack's Five Star Ford	All	\$540,085.20
<b>TOTAL:</b>		\$540,085.20

**BASIS FOR AWARD:**

**Cooperative Purchase**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 02/06/14

Date: 02/10/14

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$ 2,032,744	Operating Budget: <input checked="" type="checkbox"/> CIP: <input type="checkbox"/> Year: 2013-14
Expended/Encumbered to Date: 96,303	Document Location: various
Balance: \$ 1,936,441	Account #: various
This Item: 540,085	Fund/Agency/Project – Description: various – majority of funding from Equipment Replacement Fund
Proposed Balance: \$ 1,396,356	Comments: Eleven (11) departments replacing twenty-seven (27) vehicles
Ron Tiffany 2/07/2014 Budget Analyst Date	
Ron Young 2/07/2014 Budget Director Date	

CITY OF GARLAND - BID RECAP SHEET  
 OPENED: 02/06/14  
 REQ. NO. Various  
 BID NO. 4182-14  
 PAGE: 1 of 1  
 BUYER: T. Smith

**Sam Pack's Five Star Ford**  
 (State of Texas Contract)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Fleet Vehicles Continued...										
9	1	ea.	2014, E-350 Cargo van extended length	\$22,914.46	\$22,914.46								
10	1	ea.	2014, E-250 Cargo van regular length	\$19,717.87	\$19,717.87								
11	1	ea.	2014, Ford E-150 Club Wagon 8-passenger van	\$20,710.02	\$20,710.02								
12	1	ea.	2014, Ford F-250 Super Cab 6' bed	\$22,214.59	\$22,214.59								
TOTAL GROSS PRICE					\$85,556.94		\$0.00		\$0.00		\$0.00		\$0.00
CASH DISCOUNT													
TOTAL NET PRICE					\$85,556.94		\$0.00		\$0.00		\$0.00		\$0.00
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED
DELIVERY													

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

n/a # BidSync Notifications  
 n/a # BidSync HUBS  
 n/a # Direct Contact HUBS  
 n/a # 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.

CITY OF GARLAND - BID RECAP SHEET  
 OPENED: 02/06/14  
 REQ. NO. Various  
 BID NO. 4182-14  
 PAGE: 1 of 1  
 BUYER: T. Smith

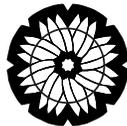
Sam Pack's Five Star Ford  
 (State of Texas Contract)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Fleet Vehicles										
1	1	ea.	2014, Ford F-250 crew cab, 4x4, 8' bed	\$26,214.32	\$26,214.32								
2	1	ea.	2014, Ford F-250 crew cab diesel, 8' bed	\$33,597.67	\$33,597.67								
3	2	ea.	2014, Ford F-250 regular cab 8' bed	\$20,276.52	\$40,553.04								
4	1	ea.	2014, Ford F-250 regular cab with liftgate, 8' bed	\$21,576.52	\$21,576.52								
5	6	ea.	2014, Ford F-150 regular cab 8' bed	\$17,035.53	\$102,213.18								
6	9	ea.	2014 Ford F-150 extended cab, 6' bed	\$18,908.62	\$170,177.58								
7	1	ea.	2014, Ford F-150 extended cab 4x4, 6' bed	\$20,754.35	\$20,754.35								
8	2	ea.	2014, Ford F-150 extended cab 6' bed	\$19,720.80	\$39,441.60								
TOTAL GROSS PRICE					\$454,528.26		\$0.00		\$0.00		\$0.00		\$0.00
CASH DISCOUNT													
TOTAL NET PRICE					\$454,528.26		\$0.00		\$0.00		\$0.00		\$0.00
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED
DELIVERY													

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

n/a # BidSync Notifications  
 n/a # BidSync HUBS  
 n/a # Direct Contact HUBS  
 n/a # 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 4182-14** **Replacement Fleet Vehicles**

**Recommended Vendor:**

Sam Pack's Five Star Ford

**Total Recommended Award:**

\$540,085.20

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to purchase twenty-seven (27) replacement trucks and vans to be used by various City departments in their daily operations.

**Evaluation:**

These vehicles are being provided by Sam Pack's Five Star Ford through the State of Texas Smartbuy Contract #071-072-AT 2014.

**Recommendation:**

Staff recommends awarding the contract for Fleet Vehicles to Sam Pack's Five Star Ford.

**Funding Information:**

Equipment Replacement Fund and 2013-2014 Operating Budget

**Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



## Purchasing Report

### ENGINEERING SERVICES FOR CREZ PROJECT OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide professional engineering services related to close-out of the competitive renewable energy zone (CREZ) Transmission Line project including aerial survey and North American Electric Reliability Corporation (NERC) compliance verification. This project is funded through the CREZ CIP.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
POWER Engineers, Inc.	All	\$189,261.00
<b>TOTAL:</b>		\$189,261.00

**BASIS FOR AWARD:**

**Most Qualified**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 02/06/14

Date: 02/10/14

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$ 108,231,283	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2014
Expended/Encumbered to Date: 73,272,440	Document Location: p.E05
Balance: \$ 34,958,843	Account #: 210-3591-3140501-711
This Item: 189,261	Fund/Agency/Project – Description: Electric CIP Fund – CREZ Project
Proposed Balance: \$ 34,769,582	Comments: Contract provides engineering services Related to close-out of CREZ Transmission Line Project including aerial survey and NERC compliance.
Trent Schulze 2/10/14 Budget Analyst Date	
Ron Young 2/10/14 Budget Director Date	





# **GARLAND**

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## **PURCHASING**

### Executive Summary Bid 4187-14 Engineering Services for CREZ Project

**Recommended Vendor:**

POWER Engineers, Inc.

**Total Recommended Award:**

\$189,261.00

**Basis for Award:**

Most Qualified

**Purpose:**

The purpose of this contract is to provide professional engineering services related to close-out of the competitive renewable energy zone (CREZ) Transmission Line project including aerial survey and North American Electric Reliability Corporation (NERC) compliance verification.

**Evaluation:**

POWER Engineers, Inc. had been evaluated and selected by Garland Power & Light as the most qualified vendor for the CREZ project close-out and NERC compliance.

**Recommendation:**

Staff recommends awarding the professional services contract to POWER Engineers, Inc. as the most qualified vendor.

**Funding Information:**

CREZ CIP project 210-3591-3140501-7111

**Department Director:**

Ross Owen, Transmission & Distribution Director, 972-205-3532



## Purchasing Report

### PROFESSIONAL ENGINEERING SERVICES FOR GIBBONS CREEK OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide professional engineering services associated with obtaining a detailed design for the Gibbon's Creek Substation reactor bank addition project. Funding is provided through the TMPA Gibbons Creek Reactive Support CIP project

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Black & Veatch	All	\$499,150.00
Optional Contingency		\$49,915.00
	<b>TOTAL:</b>	\$549,065.00

**BASIS FOR AWARD:**

**Most Qualified**

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

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

Date: 02/06/14

Date: 02/10/14

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$ 8,730,704	Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2014
Expended/Encumbered to Date: 3,386,855	Document Location: p. E01
Balance: \$ 5,343,849	Account #: 215-3542-3175501-7111 (EC-S5755-003-01-700)
This Item: 549,065	Fund/Agency/Project – Description: Gibbon's Creek Reactive Support Project
Proposed Balance: \$ 4,794,784	Comments: Contract provides engineering services Associated with obtaining a detailed design for The Gibbon's Creek Substation reactor bank addition project.
Trent Schulze 2/10/14	
Budget Analyst Date	
Ron Young 2/10/14	
Budget Director Date	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 4188-14** **Professional Services for Gibbons Creek Substation**

**Recommended Vendor:**

Black & Veatch

**Total Recommended Award:**

\$549,065.00

**Basis for Award:**

Most Qualified

**Purpose:**

The purpose of this contract is to provide professional engineering services associated with obtaining a detailed design for the Gibbon's Creek Substation reactor bank addition project.

**Evaluation:**

Black & Veatch had been evaluated and selected by Garland Power & Light as the most qualified vendor for the Gibbons Creek reactor addition project.

**Recommendation:**

Staff recommends awarding the professional services contract to Black & Veatch as the most qualified vendor.

**Funding Information:**

TMPA Gibbons Creek Reactive Support CIP project 215-3542-3175501-7111  
(EC-S5755-003-1-7111)

**Department Director:**

Tommy Weathersbee, Interim Transmission & Distribution Director, 972-205-3532



# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 13-35 Apartment Development Services

### Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

**Submitted By:**

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

**Approved By:**

**William E. Dollar  
City Manager**

**ORDINANCE NO.**

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A CHANGE IN ZONING FROM AGRICULTURE (AG) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT FOR MULTI-FAMILY USES AND A CONCEPT PLAN ON A 10.75-ACRE TRACT OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF BOBTOWN ROAD AND WATERHOUSE BOULEVARD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 11th day of November, 2013, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Apartment Development Services**, and

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

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

**Section 1.**

Ordinance No. 4647 is hereby amended by approving a change in zoning from Agriculture (AG) District to a Planned Development (PD) District for Multi-Family Uses and a Concept Plan, on a 10.75-acre tract of land located at the northwest intersection of Bobtown Road and Waterhouse Boulevard, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

## EXHIBIT A

### LEGAL DESCRIPTION

#### Zoning File 13-35

BEING a tract of land situated in the J. Smith Survey, Abstract No. 1360, and the John L. Anderson Survey, Abstract No. 25, and being part of a 10.826 acre tract of land conveyed to Phillip J. Noab as recorded in Volume 78115, Page 0450, of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a axle found for corner at the intersection of the north right-of-way line of Bobtown Road, with the southeast corner of a tract of land conveyed to Lakeview Christian Church as recorded in Volume 81185, Page 2244, of the Deed Records of Dallas County, Texas;

THENCE, North 34° 01' 34" East, along the southeast property line of said tract for a distance of 126.6 feet and continuing along the southeast property line of the Rosehill Christian Church Addition, an addition to the City of Garland as recorded in Volume 75066, Page 872, of the Deed Records of Dallas County, Texas, a total distance of 1174.66 feet to a 4" pipe found for corner at a fence corner, said point also being in the south property line of a tract of land conveyed to L. C. T. Investment Company as recorded in Volume 72062, Page 1053 of the Deed Records of Dallas County, Texas;

THENCE, South 81° 56' 42" East, along an old fence line and said south property line of the L. C. T. Investment Company tract, a distance of 460.34 feet to a 1/2" iron pin set for corner in the northwest right-of-way line of Waterhouse Road (60' R O.W.);

THENCE, South 33° 48' 40" West, along said northwest right-of-way line of Waterhouse Road, a distance of 1075.37 feet to a 1/2" iron pin set for corner returning to the north, right-of-way line of Bobtown Road;

THENCE, South 89° 39' 46" West, along said north right-of-way line of Bobtown Road, a distance of 160.03 feet to a 1/2" iron pin set for corner;

THENCE, South 85° 48' 34" West, along said north right-of-way line of Bobtown Road, a distance of 195.20 feet to a 1/2" iron pin set for corner;

THENCE, South 89° 53' 00" West, along said north right-of-way line of Bobtown Road, a distance of 160.00 feet to the Point of Beginning and containing 10.755 acres of land more or less (468,466 Square Feet.

## EXHIBIT A

## ZONING FILE 13-35

### Northwest intersection of Bobtown Road and Waterhouse Boulevard

#### PLANNED DEVELOPMENT CONDITIONS

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit the development of Multi-Family Uses subject to conditions.
- II. **Statement of Effect:** This Planned Development shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Multi-Family-18 District set forth in Section 19, 32 and 47 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
  - A. Concept Plan: Development shall be in general conformance with the Concept Plan as identified as Exhibit C. Should there be any conflict between the Concept Plan and the written conditions below, the conditions shall prevail.
  - B. Detail Plan: Approval of a Detail Plan is required for all development, prior to issuance of a permit for construction.
- V. **Specific Regulations:**
  - A. Permitted Uses: Uses shall be as permitted within the Multi-Family (MF) District within the IH 30 Overlay.
  - B. Density: The total density of multi-family shall be limited to approximately 19 dwelling units per acre.
  - C. Building Placement: The buildings facing Bobtown Road and Waterhouse Boulevard shall be parallel with the right of way.
  - D. Multi-Family Development Standards: The site shall comply with all regulations found in the Multi-Family Development Standards Ordinance 5129, and the IH30 Development Standards Ordinance 5655 unless otherwise noted in these PD conditions.

UNIT TABULATION BY UNIT TYPE				BUILDING TYPES TOTAL			
TYPE	AREA	NO	TOTAL AREA	A	B	C	TOTAL
A1	174	30	28,800	42	0	0	42
A2	808	70	55,840	58	10	0	68
B1	178	54	20,508	0	12	0	12
B2	172	24	11,544	0	13	0	13
<b>TOTAL</b>		<b>358</b>	<b>116,692</b>	<b>100</b>	<b>35</b>	<b>0</b>	<b>135</b>

BUILDING TABULATION			
TYPE	COUNT/UNIT TYPE	NET AREA	TOT. AREA
A	10 AS 12 B1	27,000	42,378
B	10 AS 12 B2	22,776	41,544
C	10 AS 12 B3	25,716	100,698
<b>TOTAL</b>			<b>184,622</b>

GARAGE TABULATION	
TYPE	TOTAL
DIRECT TUCK UNDER	4
ADJACENT TUCK UNDER	2
GARAGE TUCK UNDER	6
<b>TOTAL GARAGES</b>	<b>12</b>

EXTENSION COMPOSITION PERCENTAGES	
HARDWARE COVERAGE	80%
STUCCO COVERAGE	40%
ADJVS COVERAGE (AT BALCONIES ONLY)	40%

FINISH LAYOUT	
AVG UNIT SIZE:	326.82 S.F.
LAND AREA:	4781 ACRES
LANDSCAPING/OPEN SPACE:	44.36%
DENSITY:	19.34 UNITS/ACRE

PARKING	
REQUIRED:	118 SPACES
PROVIDED:	418 SPACES
COVERED PARKING:	59 SPACES
TUCK UNDER:	13 SPACES (24 GARAGES)
TANDUM:	13 SPACES (24 TANDUM SPACES)
CARPORT:	187 SPACES
W/SPACE:	183 SPACES

TOP PLATE HEIGHT	
ROCK SLOPE:	6:12
HIGHEST POINT ABOVE GRADE:	47.1'

EXHIBIT C



WATERHOUSE RD MULTI FAMILY SCHEMATIC SITE PLAN  
GARLAND, TEXAS



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# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 13-45 First Texas Homes, Inc.

### Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

**Submitted By:**

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

**Approved By:**

**William E. Dollar  
City Manager**

**ORDINANCE NO. 6604**

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING AMENDMENTS TO PLANNED DEVELOPMENT (PD) DISTRICT 06-02 FOR SINGLE FAMILY USES AND AN AMENDED DETAIL PLAN FOR SINGLE FAMILY DETACHED DWELLING UNITS ON A 91.292-ACRE TRACT OF LAND LOCATED BETWEEN MERLIN DRIVE AND LAKE RAY HUBBARD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 13th day of January, 2014, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **First Texas Homes, Inc.**, and

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

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

**Section 1.**

Ordinance No. 4647 is hereby amended by approving amendments to Planned Development (PD) District 06-02 for Single Family Uses and an amended Detail Plan for Single Family Detached Dwelling Units on a 91.292-acre tract of land located between Merlin Drive and Lake Ray Hubbard, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

## EXHIBIT A

### LEGAL DESCRIPTION

#### Zoning File 13-45

BEING a parcel of land located in the City of Garland, Dallas County, Texas, a part of the John Little Survey, Abstract No. 761, and being all of that 91.292 acre parcel of land described as Tract II in substitute trustee's deed to Park Cities Bank as recorded in Document Number 201100317294, Dallas County Deed Records, and being more particularly described as follows:

BEGINNING at an aluminum disk found at the south corner of said 91.292 acre tract, said point being the east corner of Heron's Bay Estates, No. 1, an addition to the City of Garland, as recorded in Document Number 20080068906, Dallas County Deed Records, said point also being at the west corner of Lot 2, Block 7, Eastern Hills No. 6, an addition to the City of Garland, as recorded in Volume 2004021, Page 22, Dallas County Deed Records;

THENCE along the northeast line of Heron's Bay Estates, No. 1 as follows:

North 43 degrees 51 minutes 53 seconds West, 135.54 feet to a one-half inch iron rod found for corner;

North 01 degrees 08 minutes 07 seconds East, 21.21 feet to a one-half inch iron rod found for corner;

North 46 degrees 08 minutes 07 seconds East, 4.30 feet to a one-half inch iron rod found for corner;

North 43 degrees 51 minutes 53 seconds West, 60.00 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds West, 23.90 feet to a one-half inch iron rod found for corner;

Southwesterly 82.54 feet along a curve to the left having a radius of 310.00 feet, a central angle of 15 degrees 15 minutes 22 seconds, a tangent of 41.52 feet and a chord bearing and distance of South 38 degrees 30 minutes 26 seconds West, 82.30 feet to a one-half inch iron rod found for corner;

South 83 degrees 57 minutes 35 seconds West, 18.40 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

South 43 degrees 51 minutes 53 seconds East, 9.65 feet to a one-half inch iron rod found for corner;

South 02 degrees 36 minutes 23 seconds East, 22.55 feet to a one-half inch iron rod found for corner;

Southwesterly 64.34 feet along a curve to the right having a radius of 550.00 feet, a central angle of 06 degrees 42 minutes 08 seconds, a tangent of 32.21 feet and a chord bearing and distance of South 42 degrees 47 minutes 03 seconds West, 64.30 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds West, 40.94 feet to a one-half inch iron rod found for corner;

North 43 degrees 51 minutes 53 seconds West, 338.44 feet to a one-half inch iron rod found for corner;

Northwesterly 446.91 feet along a curve to the right, having a radius of 1240.16 feet, a central angle of 20 degrees 38 minutes 50 seconds, a tangent of 225.90 feet and a chord bearing and distance of North 33 degrees 32 minutes 32 seconds West, 444.49 feet to a one-half inch iron rod found for corner;

North 30 degrees 06 minutes 01 seconds West, 189.89 feet to a one-half inch iron rod found for corner;

Southwesterly 62.14 feet along a curve to the right having a radius of 275.00 feet, a central angle of 12 degrees 56 minutes 46 seconds, a tangent of 31.20 feet and a chord bearing and distance of South 39 degrees 39 minutes 45 seconds West, 62.00 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds West, 78.59 feet to a one-half inch iron rod found for corner;

North 43 degrees 51 minutes 53 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

North 88 degrees 51 minutes 53 seconds West, 21.21 feet to a one-half inch iron rod found for corner;

North 43 degrees 51 minutes 53 seconds West, 32.32 feet to a one-half inch iron rod found for corner;

Northwesterly 44.05 feet along a curve to the left, having a radius of 50.00 feet, a central angle of 50 degrees 28 minutes 19 seconds, a tangent of 23.57 feet, and a chord bearing and distance of North 32 degrees 13 minutes 50 seconds West, 42.63 feet to a one-half inch iron rod found for corner;

North 22 degrees 18 minutes 14 seconds West, 189.17 feet to a one-half inch iron rod found at the north corner of Lot 27, Block 2, of said Heron's Bay Estates No. 1, said point being the west corner of said 91.292 acre tract, said point also being in the southeast line of Lakeview No. 5 Addition to the City of Garland as recorded in Volume 86215, Page 784, Dallas County Deed Records;

## EXHIBIT A

THENCE along the northwest line of said 91.292 acre tract as follows:

North 45 degrees 24 minutes 26 seconds East, 139.71 feet along the southeast line of said Lakeview No. 5 Addition to a PK nail in Fence Post found at the south corner of a called 1.45 acre tract of land described in deed to James R. Tucker as recorded in Volume 2002031, Page 3971, Dallas County Deed Records;

North 45 degrees 53 minutes 42 seconds East, 151.68 feet along the southeast line of said 1.45 acre tract to a one-half inch iron rod found for corner at the south corner of Emerald Lake, addition to the City of Garland as recorded in Volume 2003044, Page 26, Dallas County Deed Records;

THENCE along the continuing along the northwest line of said 91.292 acre tract and the southeast line of said Emerald Lake addition the following:

North 45 degrees 49 minutes 26 seconds East, 1223.45 feet to a one-half inch iron rod found for corner;

North 45 degrees 56 minutes 29 seconds East, 724.79 feet to a concrete monument with brass disc found for corner at the south corner of Emerald Lake No. 2, addition to the City of Garland as recorded in Volume 2005033, Page 560, Dallas County Deed Records;

THENCE North 45 degrees 52 minutes 45 seconds East, 624.15 feet along the southeast line of Emerald Lake No. 2 to a one-half inch iron rod found at the north corner of said 91.292 acre tract;

THENCE along the northeast line of said 91.292 acre tract and the southeast line of said Emerald Lake No. 2 the following:

South 37 degrees 01 minutes 40 seconds East, 441.00 feet to a one-half inch iron rod found for corner;

South 38 degrees 36 minutes 02 seconds East, 154.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 42 minutes 46 seconds East, 95.45 feet to a one-half inch iron rod found for corner;

North 80 degrees 49 minutes 41 seconds East, 17.44 feet to a one-half inch iron rod found for corner;

North 84 degrees 53 minutes 03 seconds East, 44.87 feet to a one-half inch iron rod found for corner;

South 81 degrees 32 minutes 08 seconds East, 99.92 feet to a one-half inch iron rod found for corner, said point also being in the west line of a tract of

land described in deed to the City of Dallas, Lake Ray Hubbard, as recorded in volume 474, Page 326, Dallas County Deed Records;

THENCE along northeast line of said 91.292 acre tract and the southeast line of said City of Dallas tract as follows:

South 20 degrees 00 minutes 16 seconds East, 49.75 feet to a one-half inch iron rod found for corner;

South 34 degrees 23 minutes 33 seconds East, 451.75 feet to a City of Dallas concrete monument found (No. 039-1) for corner, said point being the east corner of said 91.292 acre tract,

said point also being in the northwest line of The Shores of Eastern Hills No. 4, as recorded in Volume 2002173, Page 48, Dallas County Deed Records;

THENCE along the southeast line of said 91.292 acre tract and the northwest line of said The Shores of Eastern Hills No. 4 the following:

North 54 degrees 38 minutes 35 seconds West, 22.53 feet to a one-half inch iron rod found for corner;

South 46 degrees 15 minutes 37 seconds West, 777.27 feet to a one-half inch iron rod found for corner;

South 43 degrees 57 minutes 32 seconds East, 290.36 feet to an aluminum disk found for corner;

South 46 degrees 09 minutes 04 seconds West, 1904.51 feet to the POINT OF BEGINNING and containing 3,976,682 square feet or 91.292 acres of land.

## ZONING FILE 13-45

### Between Merlin Drive and Lake Ray Hubbard

#### Planned Development Conditions

- I. **Statement of Purpose:** The purpose of this Planned Development (PD) District is to permit the development of a single-family home subdivision subject to a Detail Plan and conditions.
- II. **Statement of Effect:** This Planned Development shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Single-Family Dwelling (SF/7/D/3 and SF/10/C/4) Districts set forth in Sections 15, 17, 18 and Section 32 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
  - A. Detail Plan: Development shall be in conformance with the approved Detail Plan set forth in Exhibit C.
- V. **Specific Regulations:**
  - A. Area 2 and 3A:
    - Permitted Uses: All uses of the Single-Family (SF/7/D/3) District shall be permitted.
    - Minimum Lot Size: The minimum lot size shall be 8,400 square feet
    - Minimum Dwelling Unit Size: The minimum dwelling unit size shall be 1,950 square feet.
  - B. Area 3B, 4, and 5:
    - Permitted Uses: All uses of the Single-Family (SF/10/C/4) District shall be permitted.
    - Minimum Lot Size: The minimum lot size shall be 10,000 square feet.
    - Minimum Dwelling Unit Size: The minimum dwelling unit size shall be 2,000 square feet.
  - C. Setbacks: Area 2 and 3A shall comply with building setbacks stated in Section 18-300 of the Comprehensive Zoning Ordinance unless otherwise stated below:

1. The minimum setback for all side yards adjacent to streets shall be 15-feet, except for cases of key lots. In key lot situations, the minimum side yard setback adjacent to streets shall be 20 feet.
2. An attached garage shall be recessed two feet from the front yard building setback line.

Area 3B, 4 and 5 shall comply with Section 18-400 unless otherwise stated below:

3. The minimum setback for all side yards adjacent to streets shall be 15-feet, except for cases of key lots. In key lot situations, the minimum side yard setback adjacent to streets shall be 25 feet.
4. Porches shall be permitted to project a maximum distance of six feet beyond the required front yard setback.
5. The minimum rear yard setback with front access shall be 10 feet. The minimum rear yard setback with rear access (alleys) shall be twenty (20) feet. Detached garages (accessory to the main building) shall be setback 3 feet from the rear property line.
6. An attached garage shall be recessed two feet from the front yard building setback line.

D. Lot Width: The minimum lot width shall be 65-feet for lots that are located along elbows and cul-de-sacs in Area 4 and 5. The minimum lot area for these lots is 10,000 square feet.

E. Minimum Masonry Exterior:

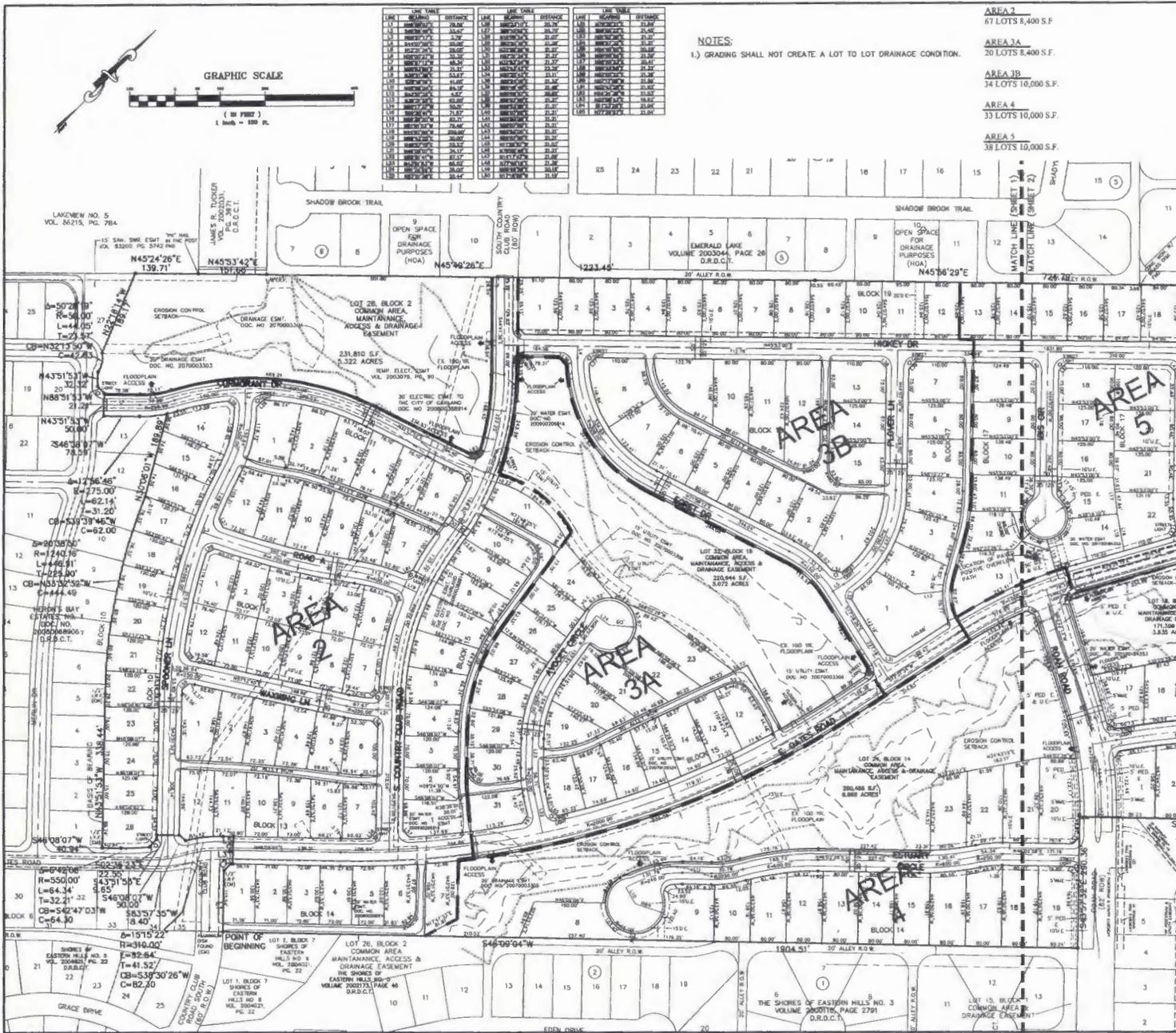
1. The minimum, primary masonry exterior wall surface area, exclusive of doors, windows and gables, shall be 80 percent. Primary masonry material is limited to brick or stone only.
2. Corner Lots: The exterior wall surface area, exclusive of doors, windows and gables, of the side of a house adjacent to a street shall be 100 percent masonry.
3. Key Lots: The exterior wall surface area, exclusive of doors, windows and gables, of the second story of the back of a house which backs up to a street with a right-of-way greater than 50 feet, shall be 100 percent masonry.

F. Garages: Each dwelling unit shall have a two-car garage. All front entry garages shall either provide two, single garage doors (masonry column in between doors) or one double garage door in all Areas.

Area 2 (67 Lots), 3A (20 Lots), 3B (34 Lots), 4 (33 Lots), and 5 (38 Lots):

1. For lots with rear access (42 lots in Area 2, 20 lots in Area 3A, 22 lots in Area 3B, and 6 lots in Area 5) there may be an optional second detached one-car garage placed three feet from the property line as reflected on Exhibit D-A.
  2. Lots with front access (25 lots in Area 2, 12 lots in Area 3B, 33 lots in Area 4, and 32 lots in Area 5) shall be either:
    - Swing garage attached to dwelling unit as reflected on Exhibit D-D
    - Two-car front entry garage setback towards the rear property as reflected on Exhibit D-C.
    - Detached two-car garage setback towards the rear of the property with a single-car garage attached to the dwelling units; however, between the one-car garage and dwelling unit a clear paved drive shall be provided for vehicles from the rear yard to the detached two-car garage as reflected by Exhibit D-B.
    - Attached front entry garage as reflected on Exhibit D-C-1.
- G. Minimum Lot Landscaping: Each house shall have installed at a minimum, the following:
1. Fully sodded front yards and side yards adjacent to a street.
  2. Twenty (20) one-gallon shrubs planted in front of the dwelling unit.
  3. Two (2) 3-inch caliper trees measured six inches above the ground planted between the front building line and sidewalk.
- H. Tree Preservation: All removed trees shall be mitigated on-site in accordance with the Tree Preservation Plan Ordinance 5731.
- I. Screening Walls: A six-foot masonry screen wall shall be provided along residential lots with side and rear yards adjacent to Roan Road, in accordance with the Screening and Landscaping Standards.
- J. Lot Fencing: Fencing on individual lots shall conform to the following minimum requirements and other more restrictive standards as set forth by the City of Garland.
1. Constructed of wood, brick, or metal (wrought iron in appearance).
  2. Minimum of six (6) feet in height, four (4) feet for wrought iron.

3. Parallel to the curb.
  4. Constructed so that the side of the fence containing the structural support is not visible from the adjacent public right-of-way.
  5. Any fence constructed on the portion of any lot that is immediately adjacent to any lake or open space shall be constructed of iron metal or other non-wood material in such a fashion as to maintain reasonable open views to the adjacent area.
- K. Homeowners Association: A Homeowners Association shall be incorporated and each lot/homeowner shall be a mandatory member. The bylaws of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish clear and distinct definition of the responsibility of each member; and other provisions as deemed appropriate to secure a sound and stable association. The Bylaws for this association shall be submitted to the Director of Planning for review and approval prior to the commencement of construction of any infrastructure improvements within the subdivision.
- L. Maintenance of Open Space, Landscaped Areas, Entry Features, and Other Amenities: Maintenance of all open space, common areas, landscaped areas and all entry features including any allowed within street medians, irrigation, perimeter fencing and other amenities shall be the responsibility of the Homeowners Association.
- M. Subdivision Signage: Signage for the subdivision shall be approved by the Director of Planning, not to exceed the sign area parameter as set forth in the Sign Ordinance.
- N. Alleys Waiver: Alleys shall not be required for 102 of the 192 residential lots as reflected on the Detail Plan.



LOT	AREA	ACRES	AREA	ACRES	AREA	ACRES		
1	2	0.10	1	3	0.10	1	4	0.10
2	2	0.10	2	3	0.10	2	4	0.10
3	2	0.10	3	3	0.10	3	4	0.10
4	2	0.10	4	3	0.10	4	4	0.10
5	2	0.10	5	3	0.10	5	4	0.10
6	2	0.10	6	3	0.10	6	4	0.10
7	2	0.10	7	3	0.10	7	4	0.10
8	2	0.10	8	3	0.10	8	4	0.10
9	2	0.10	9	3	0.10	9	4	0.10
10	2	0.10	10	3	0.10	10	4	0.10
11	2	0.10	11	3	0.10	11	4	0.10
12	2	0.10	12	3	0.10	12	4	0.10
13	2	0.10	13	3	0.10	13	4	0.10
14	2	0.10	14	3	0.10	14	4	0.10
15	2	0.10	15	3	0.10	15	4	0.10
16	2	0.10	16	3	0.10	16	4	0.10
17	2	0.10	17	3	0.10	17	4	0.10
18	2	0.10	18	3	0.10	18	4	0.10
19	2	0.10	19	3	0.10	19	4	0.10
20	2	0.10	20	3	0.10	20	4	0.10
21	2	0.10	21	3	0.10	21	4	0.10
22	2	0.10	22	3	0.10	22	4	0.10
23	2	0.10	23	3	0.10	23	4	0.10
24	2	0.10	24	3	0.10	24	4	0.10
25	2	0.10	25	3	0.10	25	4	0.10
26	2	0.10	26	3	0.10	26	4	0.10
27	2	0.10	27	3	0.10	27	4	0.10
28	2	0.10	28	3	0.10	28	4	0.10
29	2	0.10	29	3	0.10	29	4	0.10
30	2	0.10	30	3	0.10	30	4	0.10
31	2	0.10	31	3	0.10	31	4	0.10
32	2	0.10	32	3	0.10	32	4	0.10
33	2	0.10	33	3	0.10	33	4	0.10
34	2	0.10	34	3	0.10	34	4	0.10
35	2	0.10	35	3	0.10	35	4	0.10
36	2	0.10	36	3	0.10	36	4	0.10
37	2	0.10	37	3	0.10	37	4	0.10
38	2	0.10	38	3	0.10	38	4	0.10
39	2	0.10	39	3	0.10	39	4	0.10
40	2	0.10	40	3	0.10	40	4	0.10
41	2	0.10	41	3	0.10	41	4	0.10
42	2	0.10	42	3	0.10	42	4	0.10
43	2	0.10	43	3	0.10	43	4	0.10
44	2	0.10	44	3	0.10	44	4	0.10
45	2	0.10	45	3	0.10	45	4	0.10
46	2	0.10	46	3	0.10	46	4	0.10
47	2	0.10	47	3	0.10	47	4	0.10
48	2	0.10	48	3	0.10	48	4	0.10
49	2	0.10	49	3	0.10	49	4	0.10
50	2	0.10	50	3	0.10	50	4	0.10
51	2	0.10	51	3	0.10	51	4	0.10
52	2	0.10	52	3	0.10	52	4	0.10
53	2	0.10	53	3	0.10	53	4	0.10
54	2	0.10	54	3	0.10	54	4	0.10
55	2	0.10	55	3	0.10	55	4	0.10
56	2	0.10	56	3	0.10	56	4	0.10
57	2	0.10	57	3	0.10	57	4	0.10
58	2	0.10	58	3	0.10	58	4	0.10
59	2	0.10	59	3	0.10	59	4	0.10
60	2	0.10	60	3	0.10	60	4	0.10
61	2	0.10	61	3	0.10	61	4	0.10
62	2	0.10	62	3	0.10	62	4	0.10
63	2	0.10	63	3	0.10	63	4	0.10
64	2	0.10	64	3	0.10	64	4	0.10
65	2	0.10	65	3	0.10	65	4	0.10
66	2	0.10	66	3	0.10	66	4	0.10
67	2	0.10	67	3	0.10	67	4	0.10
68	2	0.10	68	3	0.10	68	4	0.10
69	2	0.10	69	3	0.10	69	4	0.10
70	2	0.10	70	3	0.10	70	4	0.10
71	2	0.10	71	3	0.10	71	4	0.10
72	2	0.10	72	3	0.10	72	4	0.10
73	2	0.10	73	3	0.10	73	4	0.10
74	2	0.10	74	3	0.10	74	4	0.10
75	2	0.10	75	3	0.10	75	4	0.10
76	2	0.10	76	3	0.10	76	4	0.10
77	2	0.10	77	3	0.10	77	4	0.10
78	2	0.10	78	3	0.10	78	4	0.10
79	2	0.10	79	3	0.10	79	4	0.10
80	2	0.10	80	3	0.10	80	4	0.10
81	2	0.10	81	3	0.10	81	4	0.10
82	2	0.10	82	3	0.10	82	4	0.10
83	2	0.10	83	3	0.10	83	4	0.10
84	2	0.10	84	3	0.10	84	4	0.10
85	2	0.10	85	3	0.10	85	4	0.10
86	2	0.10	86	3	0.10	86	4	0.10
87	2	0.10	87	3	0.10	87	4	0.10
88	2	0.10	88	3	0.10	88	4	0.10
89	2	0.10	89	3	0.10	89	4	0.10
90	2	0.10	90	3	0.10	90	4	0.10
91	2	0.10	91	3	0.10	91	4	0.10
92	2	0.10	92	3	0.10	92	4	0.10
93	2	0.10	93	3	0.10	93	4	0.10
94	2	0.10	94	3	0.10	94	4	0.10
95	2	0.10	95	3	0.10	95	4	0.10
96	2	0.10	96	3	0.10	96	4	0.10
97	2	0.10	97	3	0.10	97	4	0.10
98	2	0.10	98	3	0.10	98	4	0.10
99	2	0.10	99	3	0.10	99	4	0.10
100	2	0.10	100	3	0.10	100	4	0.10

**NOTES:**  
1.) GRADING SHALL NOT CREATE A LOT TO LOT DRAINAGE CONDITION.

- AREA 2**  
67 LOTS 8,400 S.F.
- AREA 3A**  
30 LOTS 8,400 S.F.
- AREA 3B**  
34 LOTS 10,000 S.F.
- AREA 4**  
33 LOTS 10,000 S.F.
- AREA 5**  
38 LOTS 10,000 S.F.

- LEGEND**
- ORF IRON ROD FOUND
  - ORHS IRON ROD WITH YELLOW CAP
  - STAMPED "X" SET
  - (CM) CONTROL MONUMENT
  - R.O.W. RIGHT-OF-WAY
  - O.E. DRAINAGE EASEMENT
  - U.E. UTILITY EASEMENT
  - S.E.S. SANITARY SEWER EASEMENT
  - M.M.E. MAINTENANCE EASEMENT TO BE OWNED & MAINTAINED BY HOA
  - P.E.D. PEDESTRIAN EASEMENT
  - H.O.A. HOME OWNERS ASSOCIATION
  - (CM) CONTROL MONUMENT
  - STREET NAME CHANGE
  - M.H.S.T. MANHOLE STORM
  - F.O.C. FIBER OPTIC CABLE
  - M.H.S.E. MANHOLE SANITARY SEWER
  - F.H. FIRE HYDRANT
  - W.V. WATER VALVE
  - C.O. CLEAROUT
  - M.H.E. MANHOLE ELECTRIC
  - M.H.W. MANHOLE WATER
  - S.W. SIDEWALK



- AREA 2 - (27,169 ACRES GROSS)**  
TO BE DEVELOPED AT MINIMUM LOT AREA 8,400 SF  
SF-7/D/3 (67 LOTS)  
42 LOTS REAR ENTRY (GARAGE OPTION PER REVISION '07')
- AREA 3A - (12,233 ACRES GROSS)**  
TO BE DEVELOPED AT MINIMUM LOT AREA 8,400 SF  
SF-7/D/3 (20 LOTS)  
35 LOTS REAR ENTRY (GARAGE OPTION PER REVISION '07')
- AREA 3B - (13,244 ACRES GROSS)**  
TO BE DEVELOPED AT MINIMUM LOT AREA 10,000 SF  
SF-10/C/4 (34 LOTS)  
33 LOTS REAR ENTRY (GARAGE OPTION PER REVISION '07')
- AREA 4 - (24,994 ACRES GROSS)**  
TO BE DEVELOPED AT MINIMUM LOT AREA 10,000 SF  
SF-10/C/4 (33 LOTS)  
33 LOTS FRONT ENTRY (GARAGE OPTION PER REVISION '07')
- AREA 5 - (11,692 ACRES GROSS)**  
TO BE DEVELOPED AT MINIMUM LOT AREA 10,000 SF  
SF-10/C/4 (38 LOTS)  
8 LOTS REAR ENTRY (GARAGE OPTION PER REVISION '07')

TOTAL OPEN SPACE 30,997 ACRES  
(INCLUDES LANDSCAPE BUFFERS, PARKS, OPEN SPACE)

**PROJECT CASE NO. 130910-1  
DETAIL PLAN**

**HERON'S BAY ESTATES  
NO.2 THRU NO.5**

- AREA NO. 2 LOTS:** BLOCK 2, LOT 28; BLOCK 10, LOTS 14-26; BLOCK 11, LOTS 1-12; BLOCK 12, LOTS 1-12; BLOCK 13, LOTS 1-12; BLOCK 14, LOTS 1-7; BLOCK 15, LOTS 1-11
- AREA NO. 3A LOTS:** BLOCK 15, LOTS 12-31, 32\*
- AREA NO. 3B LOTS:** BLOCK 16, LOTS 1-15; BLOCK 17, LOTS 1-7; BLOCK 19, LOTS 1-12
- AREA NO. 4 LOTS:** BLOCK 14, LOTS 8-23, 24\*; BLOCK 15, LOTS 1-17, 18\*
- AREA NO. 5 LOTS:** BLOCK 17, LOTS 8-22; BLOCK 18, LOTS 1-8; BLOCK 19, LOTS 13-27

192 TOTAL RESIDENTIAL LOTS  
4 COMMON AREA LOTS  
PLANNED DEVELOPMENT-06-02;  
SINGLE FAMILY-7

91,292 ACRES OUT OF THE  
JOHN LITTLE SURVEY, ABSTRACT NO. 761;  
CITY OF GARLAND, DALLAS COUNTY, TEXAS

**FIRST TEXAS HOMES, INC.** DEVELOPER  
500 Crescent Court, Suite 350  
Dallas, Texas 75201 (214) 613-3400

**PARK CITIES BANK** OWNER  
5307 E. WICKINGBIRD LANE, SUITE 200  
DALLAS, TEXAS 75206 (xxx) xxx-xxxx

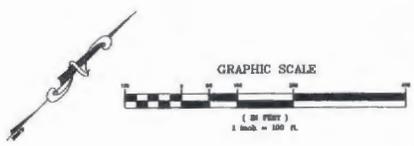
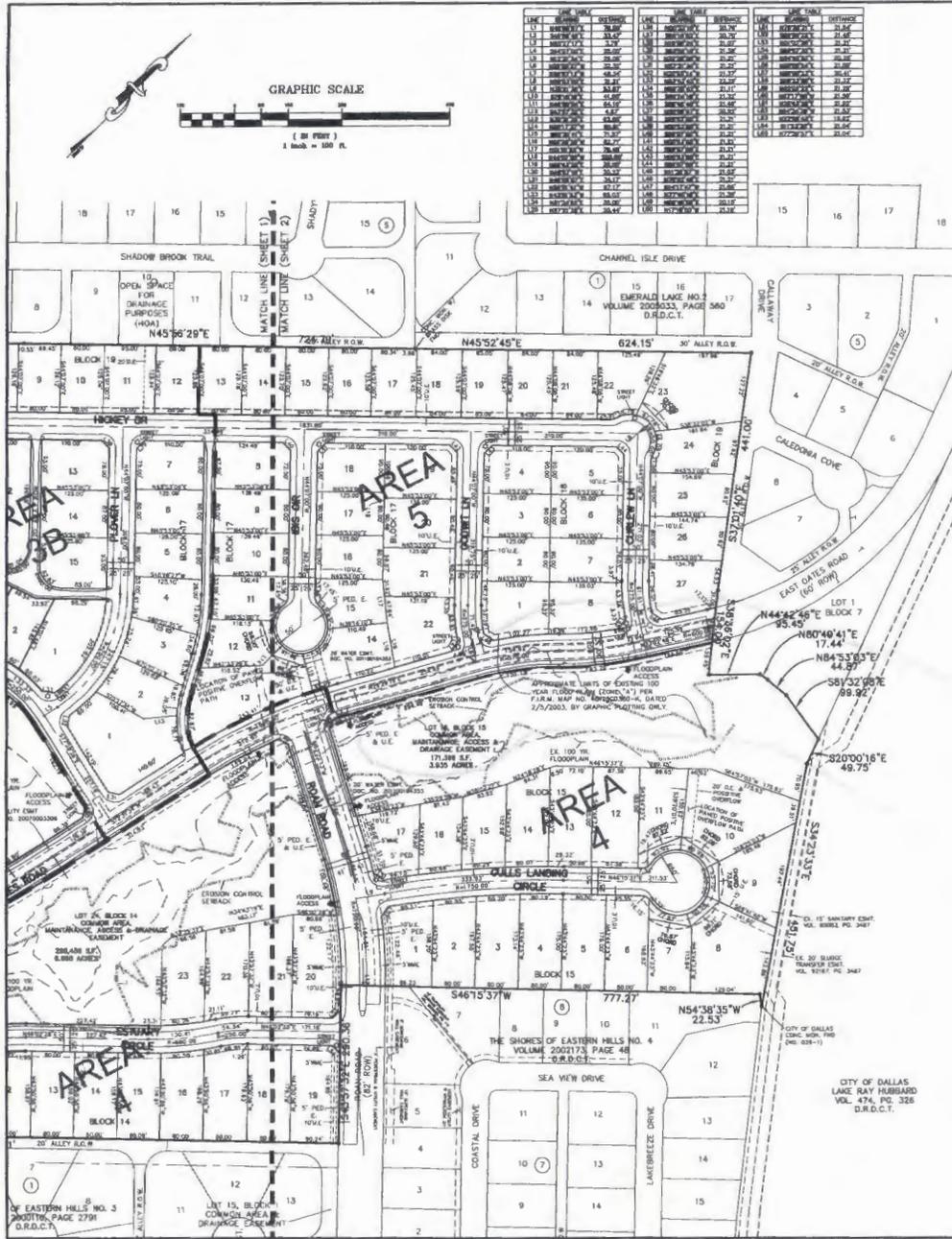
**JBI PARTNERS, INC.** SURVEYOR/ENGINEER  
16301 Quorum Drive, Suite 200 B  
Addicks, Texas 75001 (972) 248-7676  
18PE No. F-438 7BPLS No. 10076000

190 RESIDENTIAL LOTS  
5 COMMON AREA LOTS  
REVISED: January 06, 2013  
SUBMITTED: OCTOBER 30, 2013  
Sheet 1 of 3

Not Date: 1/7/2014 8:17 PM

**EXHIBIT C**

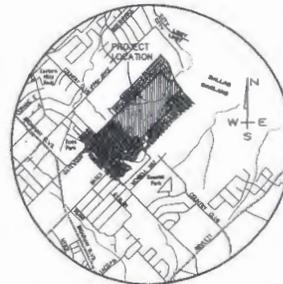
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LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N45°36'29"E	726.76	L11	N45°32'45"E	624.15	L21	N44°42'46"E	95.43
L2	N45°36'29"E	726.76	L12	N45°32'45"E	624.15	L22	N44°42'46"E	95.43
L3	N45°36'29"E	726.76	L13	N45°32'45"E	624.15	L23	N44°42'46"E	95.43
L4	N45°36'29"E	726.76	L14	N45°32'45"E	624.15	L24	N44°42'46"E	95.43
L5	N45°36'29"E	726.76	L15	N45°32'45"E	624.15	L25	N44°42'46"E	95.43
L6	N45°36'29"E	726.76	L16	N45°32'45"E	624.15	L26	N44°42'46"E	95.43
L7	N45°36'29"E	726.76	L17	N45°32'45"E	624.15	L27	N44°42'46"E	95.43
L8	N45°36'29"E	726.76	L18	N45°32'45"E	624.15	L28	N44°42'46"E	95.43
L9	N45°36'29"E	726.76	L19	N45°32'45"E	624.15	L29	N44°42'46"E	95.43
L10	N45°36'29"E	726.76	L20	N45°32'45"E	624.15	L30	N44°42'46"E	95.43

### LOT AREA TABLE

BLOCK	LOT	SQ. FEET	ACRES	BLOCK	LOT	SQ. FEET	ACRES
2	28	231,810	5.322	36	8	15,335	0.354
30	34	13,319	0.303	36	9	13,964	0.313
30	35	10,319	0.237	36	10	13,254	0.304
30	36	9,296	0.213	36	11	16,386	0.376
30	37	9,183	0.211	36	12	18,377	0.426
30	38	8,944	0.205	36	13	13,512	0.304
30	39	8,844	0.203	36	14	16,375	0.375
30	20	9,193	0.211	36	15	11,382	0.259
30	21	9,193	0.211	36	16	23,377	0.541
30	22	5,198	0.119	37	2	10,374	0.237
30	23	9,000	0.207	37	3	10,844	0.248
30	24	5,000	0.115	37	4	10,955	0.251
30	25	9,000	0.207	37	5	10,312	0.237
30	26	9,957	0.229	37	6	10,000	0.230
31	1	12,864	0.295	37	7	11,138	0.256
31	2	11,315	0.260	39	1	11,385	0.259
31	3	10,817	0.248	39	2	10,051	0.231
31	4	9,989	0.229	39	3	10,058	0.231
31	5	9,408	0.216	39	4	10,264	0.233
31	6	9,378	0.215	39	5	10,071	0.231
31	7	9,329	0.213	39	6	10,077	0.231
31	8	9,130	0.210	39	7	10,084	0.232
31	9	9,035	0.208	39	8	10,091	0.232
31	10	10,649	0.244	39	9	10,093	0.232
31	11	10,566	0.243	39	10	10,086	0.232
31	12	10,066	0.231	39	11	11,969	0.275
31	13	9,372	0.215	39	12	10,072	0.231
31	14	8,502	0.197	39	13	15,889	0.365
31	15	8,128	0.186	39	14	15,527	0.355
31	16	8,537	0.195	39	15	10,412	0.239
31	17	8,956	0.206	39	16	11,812	0.272
31	18	8,993	0.206	39	17	12,612	0.290
31	19	9,009	0.207	39	18	12,715	0.292
31	20	8,794	0.201	39	19	13,728	0.313
31	21	8,848	0.203	39	20	13,244	0.303
31	22	8,883	0.204	39	21	13,054	0.300
31	23	11,806	0.269	39	22	14,036	0.322
31	24	9,195	0.211	39	23	16,377	0.376
31	25	12,516	0.287	39	24	16,008	0.366
31	26	10,968	0.252	39	25	16,453	0.378
31	27	10,213	0.235	39	26	14,269	0.328
31	28	9,604	0.220	39	27	13,294	0.305
31	29	9,311	0.214	39	28	12,836	0.295
31	30	8,960	0.206	39	29	14,248	0.326
31	31	8,989	0.206	39	30	14,314	0.328
31	32	8,951	0.206	39	31	13,990	0.320
31	33	9,583	0.220	39	32	13,673	0.314
31	34	9,989	0.229	39	33	13,957	0.320
31	35	10,275	0.236	39	34	14,000	0.321
31	36	11,228	0.258	39	35	13,940	0.320
31	37	9,177	0.211	39	36	13,466	0.303
31	38	9,271	0.213	39	37	15,736	0.363
31	39	9,403	0.216	39	38	15,379	0.353
31	40	9,406	0.216	39	39	16,168	0.371
31	41	9,485	0.218	39	40	16,194	0.372
31	42	9,326	0.215	39	41	16,165	0.371
31	43	10,378	0.238	39	42	14,801	0.340
31	44	11,408	0.264	39	43	13,574	0.312
31	45	8,451	0.194	39	44	13,576	0.312
31	46	8,400	0.193	39	45	16,875	0.383
31	47	8,895	0.203	39	46	13,365	0.307
31	48	9,975	0.229	39	47	17,399	0.395
31	49	10,299	0.236	39	48	12,441	0.286
31	50	10,955	0.252	39	49	11,559	0.266
31	51	11,308	0.260	39	50	11,138	0.256
31	52	10,682	0.244	39	51	10,004	0.230
31	53	10,478	0.241	39	52	10,422	0.239
31	54	11,007	0.253	39	53	12,054	0.278
31	55	10,067	0.231	39	54	14,329	0.324
31	56	10,190	0.233	39	55	10,370	0.238
31	57	16,213	0.374	39	56	10,000	0.230
31	58	9,939	0.228	39	57	10,000	0.230
31	59	9,996	0.228	39	58	11,138	0.256
31	60	8,770	0.201	39	59	13,650	0.312
31	61	9,235	0.212	39	60	10,213	0.230
31	62	8,611	0.198	39	61	12,153	0.279
31	63	11,371	0.260	39	62	14,044	0.322
31	64	11,371	0.260	39	63	11,262	0.258
31	65	11,374	0.261	39	64	10,000	0.230
31	66	12,350	0.284	39	65	11,238	0.256
31	67	15,642	0.354	39	66	11,238	0.256
31	68	14,088	0.324	39	67	11,238	0.256
31	69	11,711	0.268	39	68	10,800	0.248
31	70	8,434	0.217	39	69	10,800	0.248
31	71	9,779	0.225	39	70	10,800	0.248
31	72	10,011	0.231	39	71	12,541	0.283
31	73	9,800	0.225	39	72	12,541	0.283
31	74	8,719	0.200	39	73	10,509	0.241
31	75	9,617	0.221	39	74	10,053	0.231
31	76	20,944	0.477	39	75	10,046	0.231
31	77	17,232	0.396	39	76	10,541	0.242
31	78	10,288	0.236	39	77	10,538	0.242
31	79	10,070	0.230	39	78	10,537	0.242
31	80	10,000	0.230	39	79	10,539	0.242
31	81	10,000	0.230	39	80	10,540	0.242
31	82	10,581	0.241	39	81	11,681	0.273
31	83	12,319	0.283	39	82	24,215	0.556
31	84			39	83	13,407	0.308
31	85			39	84	13,877	0.315
31	86			39	85	11,182	0.257
31	87			39	86	12,500	0.287



- ### LEGEND
- ORF IRON ROD FOUND
  - ORH IRON ROD WITH YELLOW CAP STAMPED "IMP SET"
  - (CM) CONTROL MONUMENT
  - R.O.W. RIGHT-OF-WAY
  - D.E. DRAINAGE EASEMENT
  - U.E. UTILITY EASEMENT
  - S.S.E. SANITARY SEWER EASEMENT
  - W.M.E. WALL MAINTENANCE EASEMENT TO BE OWNED & MAINTAINED BY HOA
  - P.E.D. E. PEDESTRIAN EASEMENT
  - H.O.A. HOME OWNERS ASSOCIATION
  - (CM) CONTROL MONUMENT
  - STREET NAME CHANGE
  - WHST WALL MAINTENANCE EASEMENT TO BE OWNED & MAINTAINED BY HOA
  - FOC FIBER OPTIC CABLE
  - PHS MANHOLE SANITARY SEWER
  - PH FIRE HYDRANT
  - WV WATER VALVE
  - CV CLEANOUT
  - WE MANHOLE ELECTRIC
  - WW MANHOLE WATER
  - SW SIDEWALK

## PROJECT CASE NO. 130910-1 DETAIL PLAN HERON'S BAY ESTATES NO.2 THRU NO.5

- AREA NO. 2 LOTS: BLOCK 2, LOT 28\*; BLOCK 10, LOTS 14-26\*;  
BLOCK 11, LOTS 1-12; BLOCK 12, LOTS 1-12; BLOCK 13, LOTS 1-12;  
BLOCK 14, LOTS 1-7; BLOCK 15, LOTS 1-11
- AREA NO. 3A LOTS: BLOCK 15, LOTS 12-31, 32\*
- AREA NO. 3B LOTS: BLOCK 16, LOTS 1-15; BLOCK 17, LOTS 1-7;  
BLOCK 19, LOTS 1-12
- AREA NO. 4 LOTS: BLOCK 14, LOTS 8-23, 24\*; BLOCK 15, LOTS 1-17, 18\*
- AREA NO. 5 LOTS: BLOCK 17, LOTS 8-22; BLOCK 18, LOTS 1-8;  
BLOCK 19, LOTS 13-27

192 TOTAL RESIDENTIAL LOTS  
4 COMMON AREA LOTS  
SINGLED DEVELOPMENT-06-02;  
SINGLE FAMILY-7

91,292 ACRES OUT OF THE  
JOHN LITTLE SURVEY, ABSTRACT NO. 761;  
CITY OF GARLAND, DALLAS COUNTY, TEXAS

**FIRST TEXAS HOMES, INC.** DEVELOPER  
500 Crescent Court, Suite 350 (214) 613-3400

**PARK CITIES BANK** OWNER  
5307 E. MOCKINGBIRD LANE, SUITE 200 (XXX) XXX-XXXX  
DALLAS, TEXAS 75206

**JEB PARTNERS, INC.** SURVEYOR/ENGINEER  
16301 Quorum Drive, Suite 200 B (972) 248-7676  
Addison, Texas 75001  
TBPE No. F-438 TBPLS No. 10076000

EXHIBIT C

**LEGAL DESCRIPTION**

WHEREAS, PARK CITIES BANK is the owner of a parcel of land located in the City of Garland, Dallas County, Texas, a part of the John Little Survey, Abstract No. 761, and being all of that 91.292 acre parcel of land described as tract 8 in subdivision trustee's deed to Park Cities Bank as recorded in Document Number 201100317254, Dallas County Deed Records, and being more particularly described as follows:

**BEGINNING** at an aluminum disk found at the south corner of said 91.292 acre tract, solid point being the east corner of Heron's Bay Estates, No. 1, an addition to the City of Garland, as recorded in Document Number 2002005026, Dallas County Deed Records, said disk also being at the west corner of Lot 2, Block 7, Eastern Hills No. 6, as addition to the City of Garland, as recorded in Volume 2004021, Page 22, Dallas County Deed Records;

THENCE along the northeast line of the Heron's Bay Estates, No. 1 as follows:

North 43 degrees 01 minutes 53 seconds East, 135.54 feet to a one-half inch iron rod found for corner;

North 01 degree 08 minutes 07 seconds East, 21.21 feet to a one-half inch iron rod found for corner;

North 46 degrees 08 minutes 07 seconds East, 4.30 feet to a one-half inch iron rod found for corner;

North 43 degrees 01 minutes 53 seconds West, 60.00 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds West, 23.90 feet to a one-half inch iron rod found for corner;

Southeasterly 82.54 feet along a curve to the left having a radius of 310.00 feet, a central angle of 15 degrees 12 minutes 22 seconds, a tangent of 41.52 feet and a chord bearing and distance of South 38 degrees 30 minutes 28 seconds West, 62.59 feet to a one-half inch iron rod found for corner;

South 83 degrees 57 minutes 35 seconds West, 18.42 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

South 43 degrees 31 minutes 53 seconds East, 9.65 feet to a one-half inch iron rod found for corner;

South 02 degrees 38 minutes 23 seconds East, 22.55 feet to a one-half inch iron rod found for corner;

Southeasterly 84.34 feet along a curve to the right having a radius of 550.00 feet, a central angle of 36 degrees 42 minutes 08 seconds, a tangent of 32.21 feet and a chord bearing and distance of South 42 degrees 47 minutes 03 seconds West, 94.39 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds West, 40.54 feet to a one-half inch iron rod found for corner;

North 43 degrees 01 minutes 53 seconds West, 338.44 feet to a one-half inch iron rod found for corner;

Northwesterly 446.91 feet along a curve to the right, having a radius of 1240.16 feet, a central angle of 20 degrees 36 minutes 56 seconds, a tangent of 225.99 feet and a chord bearing and distance of North 33 degrees 32 minutes 32 seconds West, 444.48 feet to a one-half inch iron rod found for corner;

North 30 degrees 06 minutes 01 seconds West, 188.88 feet to a one-half inch iron rod found for corner;

Southeasterly 82.14 feet along a curve to the right having a radius of 273.00 feet, a central angle of 12 degrees 56 minutes 46 seconds, a tangent of 31.20 feet and a chord bearing and distance of South 39 degrees 39 minutes 45 seconds West, 62.00 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 07 seconds West, 78.59 feet to a one-half inch iron rod found for corner;

North 43 degrees 01 minutes 53 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

North 88 degrees 51 minutes 53 seconds East, 21.21 feet to a one-half inch iron rod found for corner;

North 43 degrees 01 minutes 53 seconds West, 32.32 feet to a one-half inch iron rod found for corner;

Northwesterly 44.63 feet along a curve to the left, having a radius of 50.00 feet, a central angle of 50 degrees 28 minutes 19 seconds, a tangent of 23.57 feet, and a chord bearing and distance of North 32 degrees 13 minutes 50 seconds West, 42.83 feet to a one-half inch iron rod found for corner;

North 22 degrees 18 minutes 14 seconds West, 198.17 feet to a one-half inch iron rod found at the north corner of Lot 27, Block 2, of said Heron's Bay Estates No. 1, said point being the west corner of said 91.292 acre tract, said point also being in the southeast line of Lot 2, Block 2, addition to the City of Garland as recorded in Volume 88215, Page 744, Dallas County Deed Records;

THENCE along the northeast line of said 91.292 acre tract as follows:

North 45 degrees 24 minutes 20 seconds East, 138.71 feet along the southeast line of said Lot 2, Block 2, addition to a P.C. rail in Feece Pool found at the south corner of a certain 1.45 acre tract of land described in deed to James R. Tucker as recorded in Volume 2002031, Page 3971, Dallas County Deed Records;

North 45 degrees 53 minutes 42 seconds East, 151.88 feet along the southeast line of said 1.45 acre tract to a one-half inch iron rod found for corner at the south corner of Emerald Lake, section to the City of Garland as recorded in Volume 200504, Page 26, Dallas County Deed Records;

THENCE along the continuing along the northeast line of said 91.292 acre tract and the southeast line of said Emerald Lake as follows:

North 45 degrees 49 minutes 26 seconds East, 1223.45 feet to a one-half inch iron rod found for corner;

North 45 degrees 36 minutes 29 seconds East, 734.79 feet to a concrete monument with brass disc found for corner at the south corner of Emerald Lake No. 2, addition to the City of Garland as recorded in Volume 2005033, Page 386, Dallas County Deed Records;

THENCE North 45 degrees 52 minutes 40 seconds East, 624.15 feet along the southeast line of Emerald Lake No. 2 to a one-half inch iron rod found at the north corner of said 91.292 acre tract;

**LEGAL DESCRIPTION CONTINUED**

THENCE North 45 degrees 52 minutes 40 seconds East, 624.15 feet along the southeast line of Emerald Lake No. 2 to a one-half inch iron rod found at the north corner of said 91.292 acre tract;

THENCE along the northeast line of said 91.292 acre tract and the southeast line of said Emerald Lake No. 2 the following:

South 37 degrees 01 minutes 40 seconds East, 441.00 feet to a one-half inch iron rod found for corner;

South 36 degrees 36 minutes 02 seconds East, 154.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 42 minutes 46 seconds East, 95.45 feet to a one-half inch iron rod found for corner;

North 80 degrees 46 minutes 41 seconds East, 17.44 feet to a one-half inch iron rod found for corner;

North 04 degrees 53 minutes 03 seconds East, 44.87 feet to a one-half inch iron rod found for corner;

South 81 degree 32 minutes 08 seconds East, 98.92 feet to a one-half inch iron rod found for corner, said point also being in the west line of a tract of land described in deed to the City of Dallas, Lake Ray Hubbard, as recorded in volume 474, Page 328, Dallas County Deed Records;

THENCE along northeast line of said 91.292 acre tract and the southeast line of said City of Dallas tract as follows:

South 20 degrees 00 minutes 16 seconds East, 49.75 feet to a one-half inch iron rod found for corner;

South 34 degrees 23 minutes 33 seconds East, 451.75 feet to a City of Dallas concrete monument found (No. 038-1) for corner, said point being the east corner of said 91.292 acre tract, said point also being in the northwest line of the Shores of Eastern Hills No. 4, as recorded in Volume 2002013, Page 48, Dallas County Deed Records;

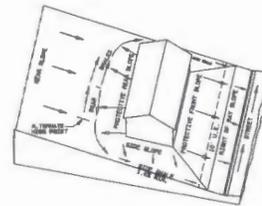
THENCE along the southeast line of said 91.292 acre tract and the northeast line of said Shores of Eastern Hills No. 4 the following:

North 54 degrees 36 minutes 35 seconds West, 22.53 feet to a one-half inch iron rod found for corner;

South 46 degrees 15 minutes 37 seconds West, 777.27 feet to a one-half inch iron rod found for corner;

South 43 degrees 57 minutes 32 seconds East, 290.36 feet to a one-half inch iron rod found for corner;

South 46 degrees 09 minutes 04 seconds West, 1904.31 feet to the POINT OF BEGINNING and containing 3,978,582 square feet or 91.292 acres of land.

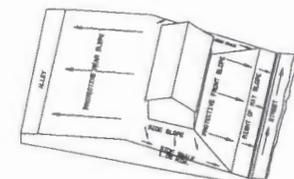


**LOT GRADING TYPE A**

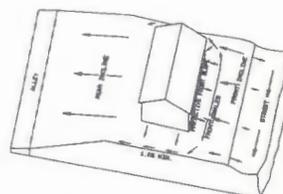
(LOT GRADING WITHOUT ALLEY)

EXISTING LOT DRAINS TO THE STREET. GRADING SHALL NOT CREATE LOT-TO-LOT DRAINAGE.

NOTE: ON LOTS THAT ABUT THE CREEK, (LOTS 12-16, BLOCK 12, LOTS 1-6, BLOCK 33) THE ENTIRE LOT OR A PORTION OF THE LOT MAY DRAIN BACK TOWARDS THE CREEK.



**LOT GRADING TYPE B**



**LOT GRADING TYPE C**



**LOT GRADING TYPE D**

**PROJECT CASE NO. 130910-1  
DETAIL PLAN  
HERON'S BAY ESTATES  
NO. 2 THRU NO. 5**

**AREA NO. 2 LOTS:** BLOCK 2, LOT 28\*; BLOCK 10, LOTS 14-26; BLOCK 11, LOTS 1-12; BLOCK 12, LOTS 1-12; BLOCK 13, LOTS 1-12; BLOCK 14, LOTS 1-7; BLOCK 15, LOTS 1-11

**AREA NO. 3A LOTS:** BLOCK 15, LOTS 12-31, 32\*

**AREA NO. 3B LOTS:** BLOCK 16, LOTS 1-15; BLOCK 17, LOTS 1-7; BLOCK 18, LOTS 1-12

**AREA NO. 4 LOTS:** BLOCK 14, LOTS 8-23, 24\*; BLOCK 15, LOTS 1-17, 18\*

**AREA NO. 5 LOTS:** BLOCK 17, LOTS 8-22; BLOCK 18, LOTS 1-8; BLOCK 19, LOTS 13-27

192 TOTAL RESIDENTIAL LOTS  
4 COMMON AREA LOTS  
PLANNED DEVELOPMENT-06-02;  
SINGLE FAMILY-7

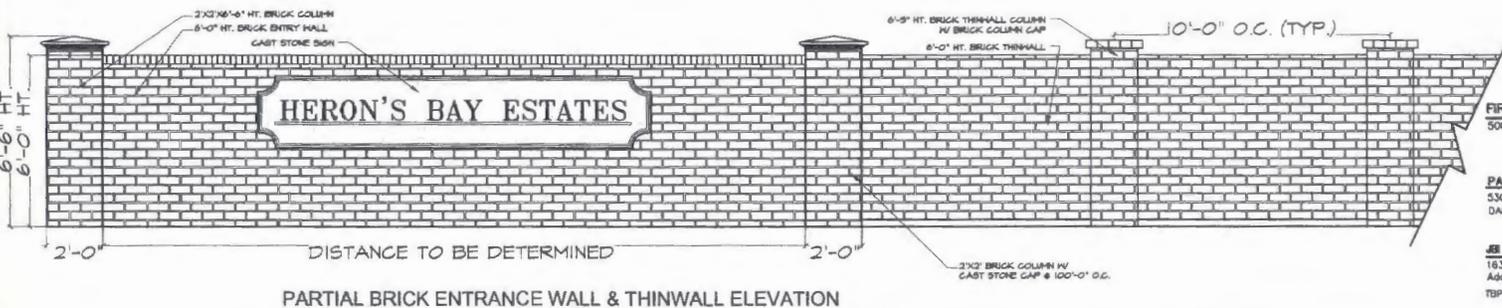
91.292 ACRES OUT OF THE  
JOHN LITTLE SURVEY, ABSTRACT NO. 761;  
CITY OF GARLAND, DALLAS COUNTY, TEXAS

**FIRST TEXAS HOMES, INC.** DEVELOPER  
500 Crescent Court, Suite 350 (214) 613-3400

**PARK CITIES BANK** OWNER  
5307 E. MOCKINGBIRD LANE, SUITE 200 (XXX) XXX-XXXX  
DALLAS, TEXAS 75206

**JR PARTNERS, INC.** SURVEYOR/ENGINEER  
18301 Quorum Drive, Suite 200 B (972) 248-7676  
Addison, Texas 75001  
TBPE No. F-438 TBPLS No. 10076000

190 RESIDENTIAL LOTS REWISED: January 08, 2013  
5 COMMON AREA LOTS SUBMITTED: OCTOBER 30, 2013 Sheet 3 of 3



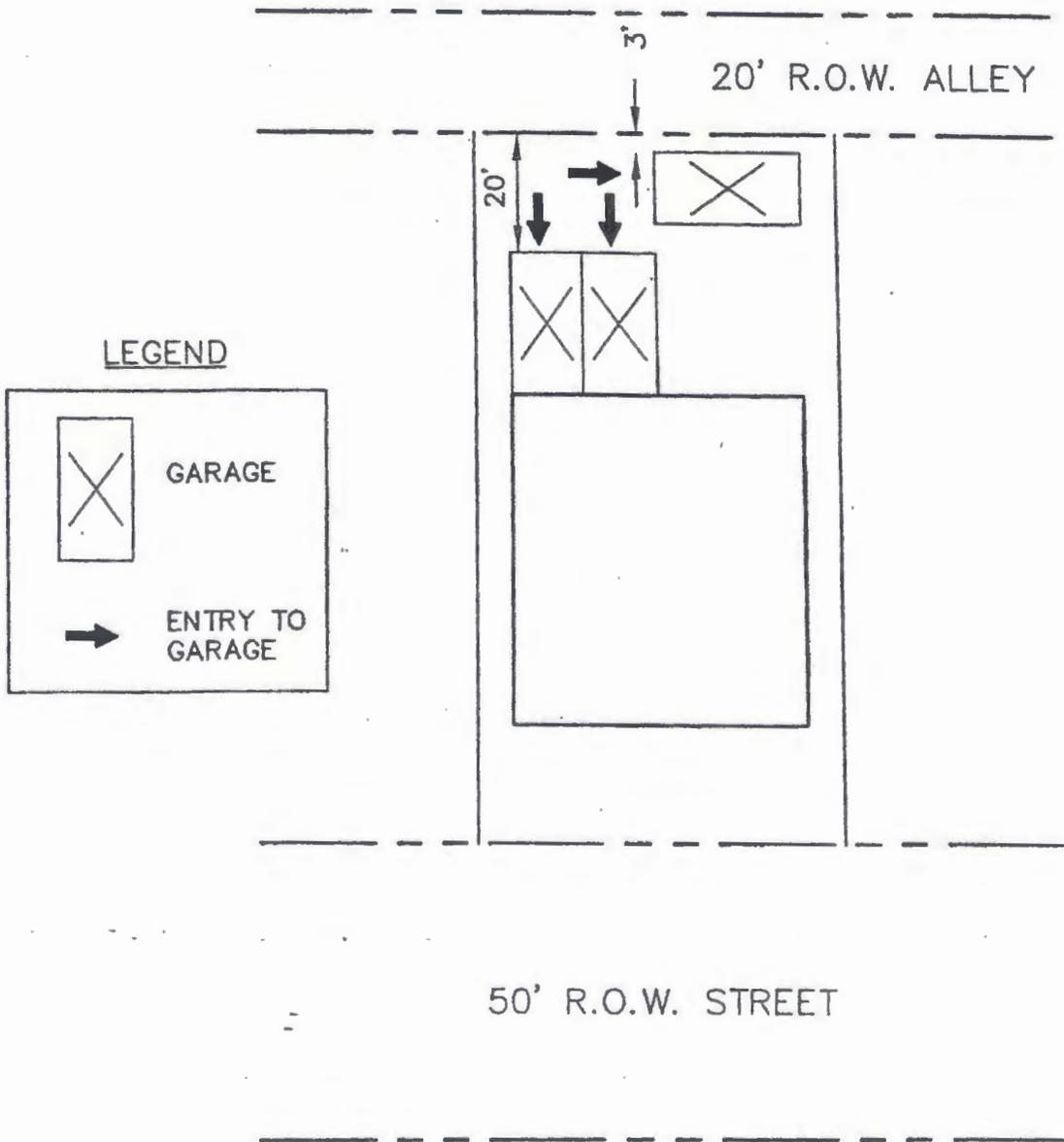
**PARTIAL BRICK ENTRANCE WALL & THINWALL ELEVATION**

SCALE: 1/2" = 1'-0"

9 - High Detail - 1/2" = 1'-0"

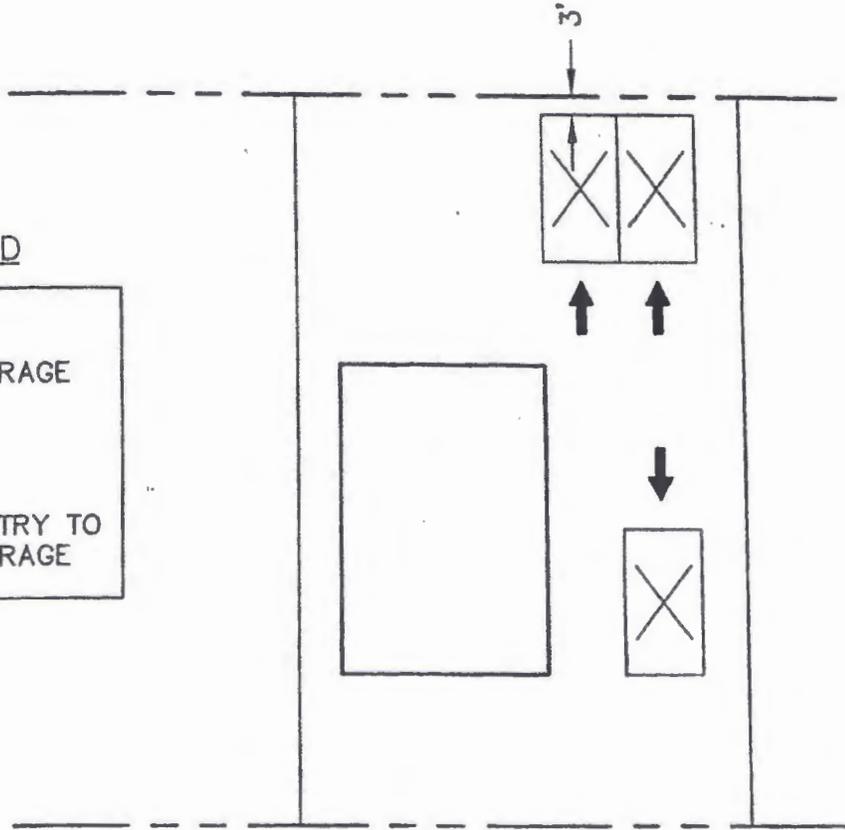
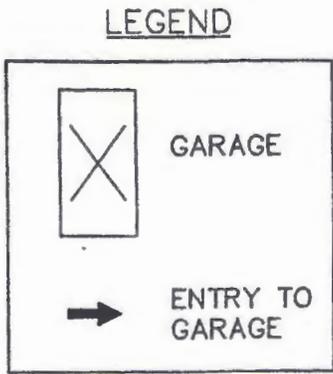
**EXHIBIT C**

Drawing by: W:\Projects\130910\130910.dwg, Scale: 1/2" = 1'-0"



REAR ENTRY CAR GARAGE CONFIGURATION  
N.T.S.

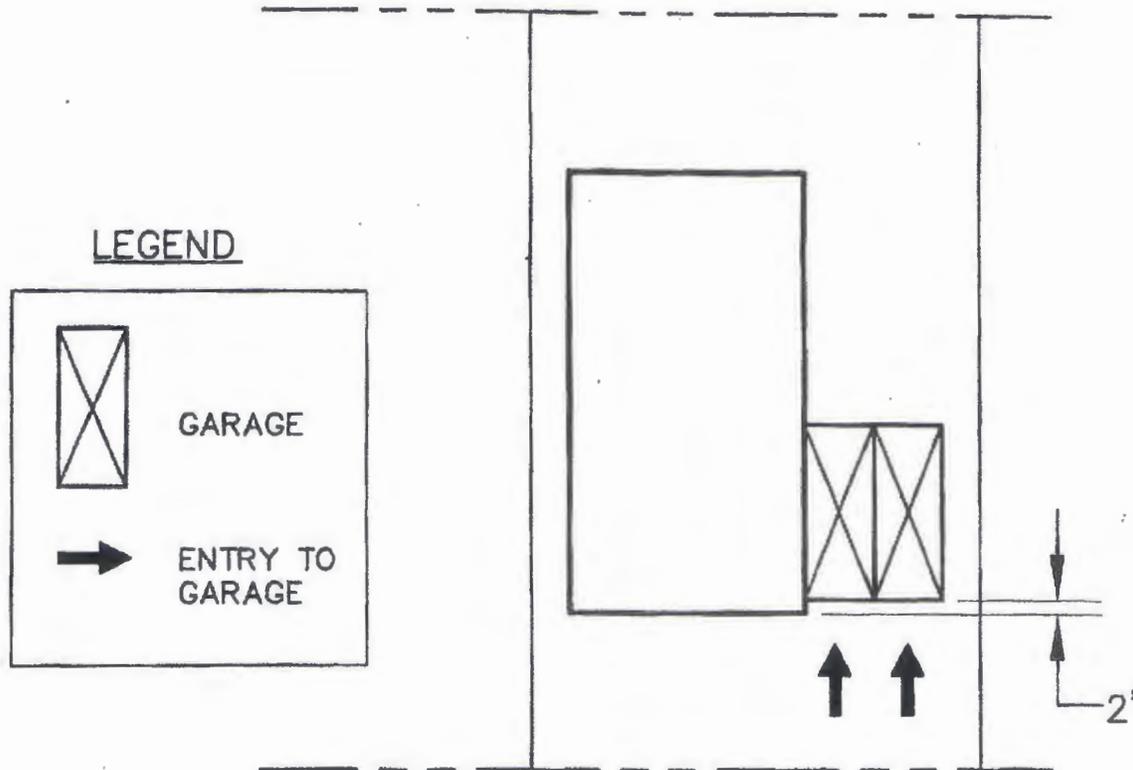
EXHIBIT D-A



50' R.O.W. STREET

FRONT ENTRY CAR GARAGE  
CONFIGURATION OPTION  
 N.T.S.

EXHIBIT D-B

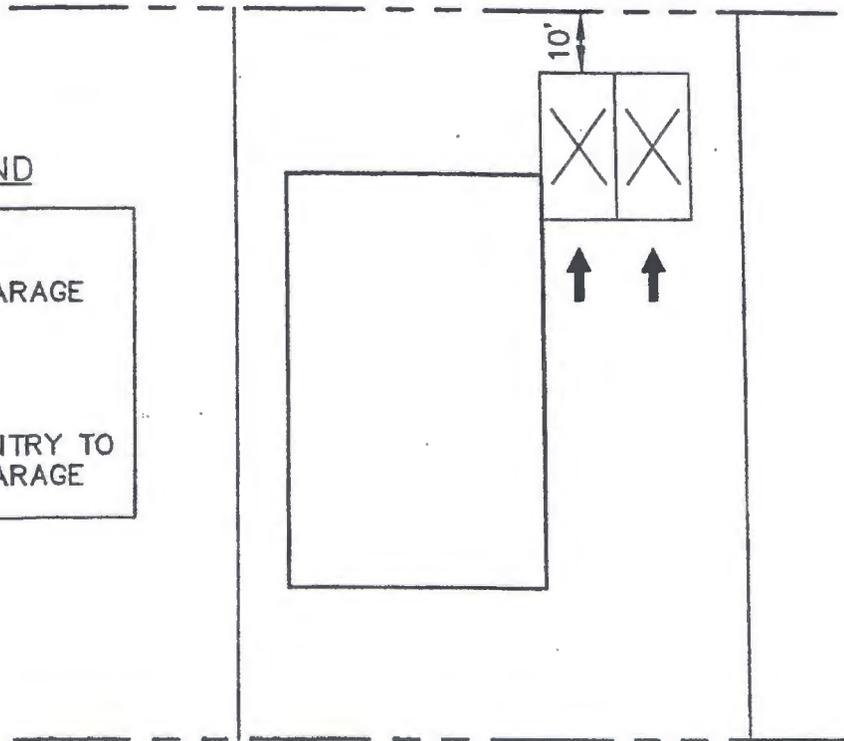
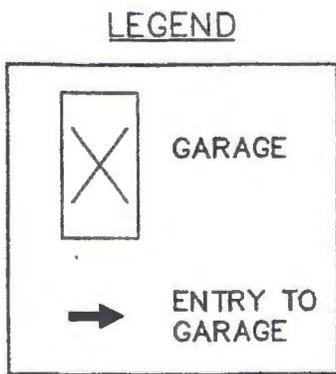


50' R.O.W. STREET

FRONT ENTRY CAR  
GARAGE CONFIGURATION  
OPTION

N.T.S.

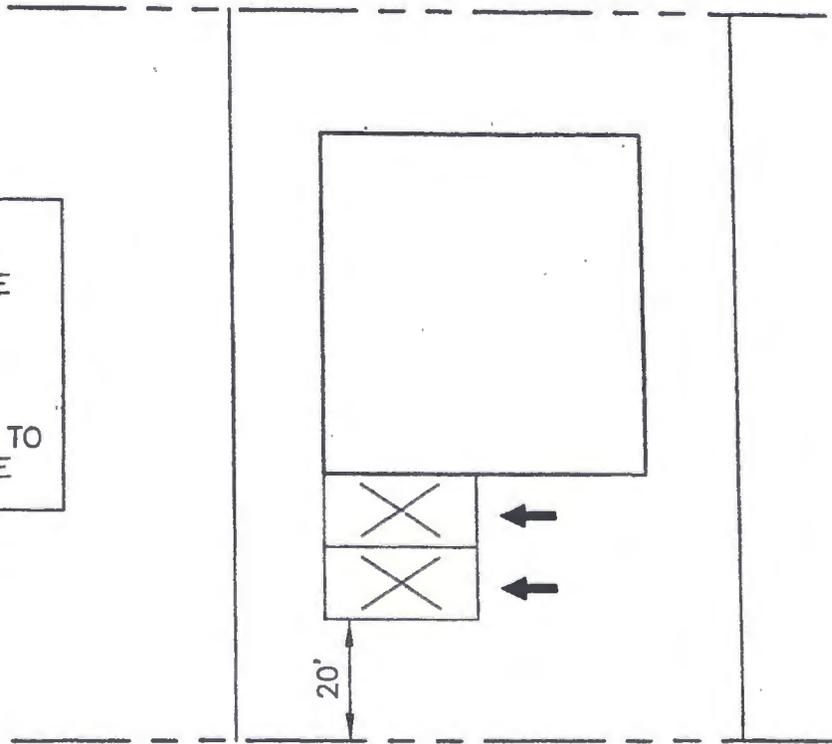
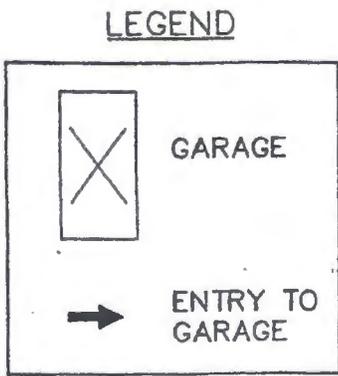
EXHIBIT D-C-1



50' R.O.W. STREET

FRONT ENTRY CAR GARAGE  
CONFIGURATION OPTION  
 N.T.S.

EXHIBIT D-C



50' R.O.W. STREET

SWING TYPE CAR GARAGE CONFIGURATION  
N.T.S.

EXHIBIT D-D



# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Neighborhood Vitality Grants

### Summary of Request/Problem

Council was briefed at the February 3, 2014 Work Session regarding applications for Neighborhood Vitality Funding for the Meadowcrest Neighborhood Association, Ridgemeade Neighbors, and Prescott Traffic Control Committee. The Community Services Committee had previously reviewed these applications and recommended approval of both. Council directed that a Resolution be brought forward to fund these applications.

### Recommendation/Action Requested and Justification

Consider adoption of attached resolution.

**Submitted By:**

**Anita Russelmann  
Planning Director**

**Approved By:**

**William E. Dollar  
City Manager**

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

**A RESOLUTION APPROVING AND FUNDING THE 2013 CYCLE 2  
NEIGHBORHOOD VITALITY MATCHING GRANT PROJECTS.**

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

**Section 1**

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

**Section 2**

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

**PASSED AND APPROVED this the 18<sup>th</sup> day of February, 2014.**

**THE CITY OF GARLAND, TEXAS**

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

ATTEST:

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

**EXHIBIT A**

**2013 NEIGHBORHOOD VITALITY MATCHING GRANT APPLICATIONS  
Cycle 2**

<b>Applicant</b>	<b>Project</b>	<b>Fund Request</b>	<b>Council District</b>
<b>Meadowcrest Neighborhood Association</b>	<b>Screening Wall Replacement</b>	<b>\$43,233.75</b>	<b>8</b>
<b>Ridgemeade Neighbors</b>	<b>Screening Wall Replacement</b>	<b>\$30,938.71</b>	<b>8</b>
<b>Prescott Traffic Control Committee</b>	<b>Speed Humps</b>	<b>\$3,600</b>	<b>5</b>

**EXHIBIT A**

**2013 NEIGHBORHOOD VITALITY MATCHING GRANT APPLICATIONS  
Cycle 2**

<b>Applicant</b>	<b>Project</b>	<b>Fund Request</b>	<b>Council District</b>
<b>Meadowcrest Neighborhood Association</b>	<b>Screening Wall Replacement</b>	<b>\$43,233.75</b>	<b>8</b>
<b>Ridgemeade Neighbors</b>	<b>Screening Wall Replacement</b>	<b>\$30,938.71</b>	<b>8</b>
<b>Prescott Traffic Control Committee</b>	<b>Speed Humps</b>	<b>\$3,600</b>	<b>5</b>



# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Ordering and Providing Notice of a General Election

### Summary of Request/Problem

In accordance with the Garland City Charter and the laws of the State of Texas, Council is requested to order and provide notice of a General Election to be held on May 10, 2014 for the purpose of electing Council Members for Districts 1, 2, 4, and 5.

### Recommendation/Action Requested and Justification

Approve an ordinance ordering and providing notice of a General Election for the City of Garland to be held on the 10<sup>th</sup> day of May, 2014.

**Submitted By:**

**Lisa Palomba  
City Secretary**

**Approved By:**

**William E. Dollar  
City Manager**

**ORDINANCE NO.**

**AN ORDINANCE ORDERING AND PROVIDING NOTICE OF A GENERAL ELECTION FOR THE CITY OF GARLAND, TEXAS, TO BE HELD ON THE 10<sup>th</sup> DAY OF MAY, 2014 AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1  
ELECTION ORDER FOR JOINT ELECTION AND NOTICE OF ELECTION**

There is hereby ordered a General Election to be participated in by the qualified voters of the City of Garland, Texas, to be held on the second Saturday in May, being the 10<sup>th</sup> day of May, 2014, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing a four (4) Councilmembers each for two (2) year terms to Districts 1, 2, 4, and 5.

Candidates for Districts 1, 2, 4 and 5 must reside in each respective District. Every qualified voter within Districts 1, 2, 4, and 5 may cast one (1) vote for a candidate for the respective district within which such voter resides.

The candidate for each respective office who shall receive a majority of all votes cast for the office for which that person is a candidate shall be declared elected.

The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Garland, Dallas County and other political subdivisions. Pursuant to the above mentioned Joint Election Agreement, the Dallas County Election Administrator shall serve as Election Administrator for the election. Presiding Election Judges and an Alternate Presiding Election Judge appointed to serve at said polling locations shall be those election officials furnished by the Elections Administrator selected pursuant to the terms of the Joint Election Agreement. An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Joint Election Agreement and the Presiding Judge and the Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the Joint Election Agreement.

**SECTION 2  
RUN-OFF ELECTION**

In the event any candidate fails to receive a majority of all votes cast for the office for which that person is a candidate, a run-off election shall be held on the 21<sup>st</sup> day of June, 2014 between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of resolving the run-off for each office for which a candidate did not receive a majority of all votes cast at the general election as ordered by Section 1, above.

**SECTION 3  
POSITIONS OF NAMES OF CANDIDATES ON BALLOTS**

The positions of the names of the candidates for the general election and, if necessary, for the run-off election, shall be determined by lot in an open meeting to be held in the City Council Chambers located at Garland City Hall. The City Secretary shall notify each candidate of the time of the meeting to draw lots and shall preside at the drawing.

**SECTION 4  
POLLING PLACES**

The polling places for the election shall be as established by the Dallas County Elections Administrator by virtue of a Joint Election Agreement with the County of Dallas and other local governments.

**SECTION 5  
EARLY VOTING**

Toni Pippins-Poole, Elections Administrator, is the appointed Early Voting Clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the early voting branch locations. The Main Early Voting Place shall be Dallas County Records Building, 509 Main Street, Dallas, Texas 75202. Early voting by personal appearance shall be conducted locally at Richland College - Garland Campus, 675 W. Walnut Street, Garland, Texas 75040. Any qualified voter for the Joint Election may vote by personal appearance at either the main early voting location or any of the branch locations. Applications for ballot by mail shall be mailed to:

Toni Pippins-Poole, Early Voting Clerk  
Dallas County Elections Department, 8<sup>th</sup> Floor  
Health and Human Service Building  
2377 N. Stemmons Freeway  
Dallas, Texas 75207

**General Election**

Early voting by personal appearance for the general election as ordered by Section 1, above, shall be conducted on weekdays beginning on Monday, April 28, 2014 through Friday, May 2 2014 between the hours of 8:00 a.m. and 5:00 p.m.; Saturday, May 3, 2013 between the hours of 8:00 a.m. and 5:00 p.m.; Sunday, May 4, 2014 between the hours of 1:00 p.m. and 6:00 p.m.; and Monday, May 5, 2014 through Tuesday, May 6, 2014 between the hours of 7:00 a.m. and 7:00 p.m. Applications for ballots by mail for the general election must be received no later than the close of business on May 1, 2014.

**Run-off Election**

Early voting by personal appearance for the run-off election, if a run-off election is necessary, shall be conducted on Monday, June 9, 2014 through Friday, June 13, 2014 between the hours of 8:00 a.m. and 5:00 p.m.; Saturday, June 14, 2014 between the hours of 8:00 a.m. and 5:00 p.m.; Sunday, June 15, 2014 between the hours of 1:00 p.m. and 6:00 p.m.; and Monday, June 16, 2014 through Tuesday, June 17, 2014 between the hours of 7:00 a.m. to 7:00 p.m.

**SECTION 6  
NOTICE OF ELECTION; PUBLICATION AND POSTING**

That this election order shall constitute a notice of election and this notice shall be:

- (1) published at least once, not earlier than the 30th day or later than the 10th day before the general election day, which publication shall include a complete listing of all polling places; and
- (2) posted on the bulletin board used for posting notices of the meetings of the City Council, which copy shall also include a complete listing of all polling places, not later than the 21st day before the general election.

**PASSED AND APPROVED** this the 18<sup>th</sup> day of February, 2014.

**CITY OF GARLAND, TEXAS**

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

**ATTEST:**

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



# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Joint Election Services Agreement with Dallas Co. Elections

### Summary of Request/Problem

It is necessary to contract with Dallas County Elections to secure election services for all Garland registered voters for the May 10, 2014 General Election.

The estimated cost for the General Election is \$54,911.99.

A draft contract is attached.

### Recommendation/Action Requested and Justification

Approve by minute action authorizing the Mayor, City Manager and City Secretary to enter into a Joint Election Contract and Election Services Agreement with Dallas County Elections and other participating Dallas County Entities for an approximate cost of \$54,911.00.

**Submitted By:**

**Lisa Palomba  
City Secretary**

**Approved By:**

**William E. Dollar  
City Manager**

**JOINT ELECTION CONTRACT  
AND  
ELECTION SERVICES AGREEMENT  
BETWEEN  
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR  
AND**

**TOWN OF ADDISON (TOA)  
CITY OF BALCH SPRINGS (COBS)  
CITY OF CARROLLTON (COC)  
CITY OF CEDAR HILL (COCdH)  
CITY OF COCKRELL HILL (COckH)  
CITY OF COPPELL (COCp)  
CITY OF DESOTO (CODE)  
CITY OF DUNCANVILLE (CODu)  
CITY OF FARMERS BRANCH (COFB)  
CITY OF GARLAND (COG)  
CITY OF GRAND PRAIRIE (COGP)  
TOWN OF HIGHLAND PARK (TOHP)  
CITY OF HUTCHINS (COH)  
CITY OF IRVING (COI)  
CITY OF LANCASTER (COL)  
CITY OF LEWISVILLE (COLEw)  
CITY OF MESQUITE (COM)  
CITY OF ROWLETT (CORw)  
CITY OF SACHSE (COSa)  
CITY OF SEAGOVILLE (COSe)  
TOWN OF SUNNYVALE (TOS)  
CITY OF UNIVERSITY PARK (COUP)  
CITY OF WILMER (COW)  
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (DCCCD)  
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)  
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)  
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)  
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)  
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)  
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)  
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)  
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)  
HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT (HPISD)  
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)  
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)  
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)  
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)  
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SUISD)  
DALLAS COUNTY PARK CITIES MUNICIPAL AND UTILITIES DISTRICT (DCPCMUD)**

**JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS** The Town of Addison (TOA) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember for 3 Places in 6 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 2, District 4 and 6 and a Charter Amendment Election in 22 Dallas County voting precincts. The City of Carrollton (COC) plans to hold a General Municipal Election on May 10, 2014 for Places 2, 4 and 6 and a Mayoral position in 16 Dallas County voting precinct and 15 Denton County Precincts. The City of Cedar Hill (COCdH) plans to hold a General Municipal Election on May 10, 2014 for Places 2 and 6 in 20 Dallas County voting precinct and 1 Ellis County Precinct. The City of Cockrell Hill (COCKH) plans to hold a General Municipal Election on May 10, 2014 for Alderman Places 1 and 2 and a Mayoral position in 1 Dallas County voting precinct. The City of Coppell (COCp) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 1, 3, 5 and 7 in 13 Dallas County voting precincts, 2 Denton County Precincts. The City of DeSoto (CODE) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 2 and 4 and a Bond Election in 27 Dallas County voting precincts. The City of Duncanville (CODu) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember at large and for Districts 2 and 4 and a Mayoral position in 19 Dallas County voting precincts. The City of Farmers Branch (COFB) plans to a General Municipal Election on May 10, 2014 for City District 2, a Mayoral position, Local Option Election and a Special Bond Election in 24 Dallas County voting precincts. The City of Garland (COG) plans to hold a General Municipal Election for City Councilmember Districts 1, 2, 4 and 5 in 40 Dallas County voting precincts and 2 Collin County voting precincts. The City of Grand Prairie (COGP) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Districts 1 and 3, Place 7 and a Proposition for Park Sales Tax Election in 46 Dallas County voting precincts and 1 Ellis County voting precinct. The Town of Highland Park (TOHP) plans to hold a General Municipal Election on May 10, 2014 for a Councilmember Place 5 and a Mayoral position in 5 Dallas County voting precincts. The City of Hutchins (COH) plans to hold a General Municipal Election on May 10, 2014 for a Councilmember Place 2 and a Mayoral position in 1 Dallas County voting precincts. The City of Irving (COI) plans to hold a General Municipal Election on May 10, 2014 for a Councilmember District 3 and 5 and a Mayoral position in 97 Dallas County voting precincts. The City of Lancaster (COL) plans to hold a General Municipal Election on May 10, 2014 for a Councilmember District 2, 4 and 6 in 15 Dallas County voting precincts. The City of Lewisville (COLEw) plans to hold a General Municipal Election on May 10, 2014 for a Councilmember Place 1 and 3 in 2 Dallas County voting precincts. The City of Mesquite (COM) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 3, 4 and 5 in 41 Dallas County voting precincts and 1 Kaufman County voting precincts. The City of Rowlett (CORw) plans to hold a General Municipal Election on May 10, 2014 for City Councilmember Places 1, 3 and 5, in 12 Dallas County voting precincts and 2 Rockwall County voting precincts. The City of Sachse (COSa) plans to hold a General Election on May 10, 2014 a City Councilmember Places 3 and 4 in 3 Dallas County voting precincts and 3 Collin County voting precincts. The City of Seagoville (COSe) plans to hold a General Election on May 10, 2014 a City Councilmember Places 1,3 and 5 in 6 Dallas County voting precincts and 1 Kaufman County Precinct. The Town of Sunnyvale (TOS) plans to hold a General Election on May 10, 2014 a City Councilmember Places 1, 2, 3 and 4 in 2 Dallas County voting precincts. The City of University Park (COUP) plans to hold a General Election on May 10, 2014 for Place 2 a Mayoral Position in 8 Dallas County voting precincts. The City of Wilmer (COW) plans to hold a General Municipal Election on May 10, 2014 for Place 2, a Mayoral position and a Special Election for Place 1 unexpired term in 1 Dallas County voting precinct.

1.2 The Dallas County Community College District (**DCCCD**) plans to hold a Board of Education Trustees election on May 10, 2014 for District 5 and 6 in 285 Dallas County voting precincts located wholly or partially within the District. The Carrollton Farmers Branch Independent School District (**CFBISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 1 and 2 in 45 Dallas County voting precincts and 9 Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (**CHISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 3, 4 and 5 in 24 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (**CpISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Place 4 and 5 in 20 Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (**DISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for District 2, 6, and 8 in 166 Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (**DeISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 3, 4 and 5 in 25 Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (**DuISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 4 and 5 in 32 Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (**GISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 4 and 5 in 82 Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (**GpISD**) plans to hold a Board of Education Trustee Election for Places 3 and 4 on May 10, 2014 in 44 Dallas County voting precincts located wholly within the District. The Highland Park Independent School District (**HPISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 6, and 7 at large in 15 Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (**IISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Place 1, Districts 2 and a Special Election for District 6 unexpired term in 80 Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (**LISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Districts 4, 5 and 7 in 15 Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (**MISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Place 3, 4 and 5 in 59 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (**RISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 6 and 7 in 75 Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (**SUISD**) plans to hold a Board of Education Trustee Election on May 10, 2014 for Places 1 and 2 in 2 Dallas County voting precincts located wholly or partially within the District. The Dallas County Park Cities and Municipal Utilities District (**DCPCMUD**) plans to hold a Board of Trustee Election on May 10, 2014 for Post 2 and 4 in 16 Dallas County voting precincts located wholly or partially within the District.

1.3 A list of each election precinct or partial election precinct (each precinct unit) involved in the Joint Election, together with the name of the participating political subdivision holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". DCED will forward an updated and amended version of Attachment "E" to each participating political subdivision showing registered voters as of the deadline for registering to vote in the elections listed in Section 1 of this Election Services Contract and Joint Election Agreement.

## **ADMINISTRATION AND STATUTORY AUTHORITY**

1 Antoinette "Toni" Pippins-Poole (hereafter referred to as Toni Pippins-Poole) is the duly appointed County Elections Administrator of Dallas County, Texas and the Department Head of the Dallas County Elections Department (DCED). As such, Mrs. Pippins-Poole is the County Election Officer of Dallas County, Texas and is thereby authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this joint election agreement and election services contract with the contracting authorities of the participating political subdivisions listed in Section 1 of this contract.

2 The contracting authorities of the political subdivisions listed in Section 1 of this joint election agreement and election services contract are hereby participating in the joint election to be held in Dallas County, Texas on May 10, 2014 pursuant to Chapter 271 of Title 16 of the Texas Election Code and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth herein pursuant to Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

3 DCED agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each contracting authority of each participating political subdivision agrees to pay DCED for equipment, supplies, services and administrative costs as outlined in this agreement. DCED will serve as administrator for the election; however, each participating political subdivision remains responsible for the lawful conduct of their respective election.

## **3 LEGAL DOCUMENTS**

3.1 Each participating political subdivision will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies. Each participating political subdivision will provide a copy of their respective election notices and cancellation notices to DCED.

3.2 Each participating entity will be responsible for preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating political subdivision.

## **4 DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN**

4.1 Each participating political subdivision agrees that voting at the Joint Election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Tuesday, April 22, 2014 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins estimated time of beginning will be Monday, April 7, 2014 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. At least 48 hours before the date and hour of the first testing of each type of equipment, DCED shall publish a newspaper notice of the date, hour, and

place of the testing. DCED agrees to establish nine (9) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.

- 4.2 DCED agrees to provide direct record tabulators, precinct tabulators, and voting booths for the Joint Election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given precinct unit, one (1) Americans with Disabilities Act (ADA) Terminal per location, one (1) precinct tabulator in any given precinct unit, and not to exceed at any given time eight (8) iVotronics and two (2) Master PEB's per early voting location.
- 4.3 It is estimated that 1,300 Gemini's, 380 precinct tabulators, 290 iVotronics, 380 ADA Terminals, and Master PEB's will be needed to conduct the May 10, 2014 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by \$250.00 each, ADA Terminals by \$300.00 each, and Master PEB's at no cost. The cost for the use of the Gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$468.00 each (5see Attachment "A"). It is agreed by all of the participating political subdivisions that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act of 2002 (HAVA), and that the said terminals will be part of the Joint Election Agreement. E-Pollbooks will be used for various combined polling locations.

## **5 VOTING LOCATION**

- 5.1 DCED will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating political subdivision. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, DCED will arrange for use of an alternate location with the approval of each participating political subdivision affected by the change. DCED will notify each participating political subdivision of any changes from the locations listed in Attachment "B".
- 5.2 DCED will send each participating political subdivision a final version of Attachment "B", as amended which reflects the actual locations to be used on the day of the election. DCED will send a written notice by U.S. Mail to any registered voter whose precinct polling place location has changed since the preceding election ordered by each political subdivision.

## **6 ELECTION JUDGES, ALTERNATE JUDGES, CLERKS AND OTHER ELECTION PERSONNEL**

- 6.1 DCED will be responsible for the appointment of the presiding judge and alternate judge for each polling location subject to the approval of each participating political subdivision. DCED shall arrange for the training of all presiding judges and alternate judges. The proposed election judges and alternates are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, DCED will name a judge for the precinct and notify each participating political subdivision affected by the change.
- 6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have

interpreter assistance. If a presiding judge of such a precinct is not bilingual and is unable to hire a bilingual clerk, DCED may recommend an individual to provide interpreter assistance. If DCED is unable to recommend an individual to provide interpreter assistance for such a precinct, DCED shall notify the participating political subdivision which shall then be responsible for recommending an individual to provide interpreter assistance for such a precinct. In the event that a bilingual clerk is hired by DCED for a precinct required to have interpreter assistance, the bilingual clerk shall be paid according to a rate set by DCED. DCED shall then charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this joint election agreement and election services contract. A participating political subdivision may pay a greater amount of money to a bilingual clerk than the rate set by DCED, however that expense shall be borne by that participating political subdivision individually and that expense shall not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this agreement.

6.3 DCED is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code, and will take the necessary steps to insure that all election judges and alternate judges appointed for the Joint Election are eligible and qualified to serve. According to Section 32.031 (a) of the Texas Election Code, the presiding judge for each election precinct shall appoint the election clerks to assist the judge in the conduct of an election at the polling place served by the judge.

6.4 If a participating political subdivision recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities, unless that person becomes ineligible to serve as an election judge in the Joint Election.

DCED will send each of the joint participating political subdivisions an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating political subdivision. Any entity electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into the joint election account.

6.5 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 3, 2014 from 10am – 12pm, and Thursday, May 8, 2014, from 7pm - 9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. Election Judge training labs are scheduled for Thursday, May 1, 2014 from 10am – 4pm, Saturday, May 3, 2014 from 9am – 4pm, Tuesday, May 6, 2014 6pm – 9pm, Friday, May 9, 2014 from 10am – 2pm at 2377 N. Stemmons Frwy. 8<sup>th</sup> Floor, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session and a mandatory Voter ID law training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities may request that judges appointed for the Joint Election should attend one of the scheduled training sessions.

The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this

election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site.

- 6.6 DCED will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A".

Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment F)

## 7 SUPPLIES AND PRINTING

- 7.1 DCED will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.

- 7.2 DCED will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

- 7.3 Each participating political subdivision shall furnish to DCED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The form furnished to you by DCED Central Counting Station electronically, shall be delivered to DCED in a **Microsoft Word Format** electronically as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating political subdivision will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

## 8 OPTICAL SCAN CARD BALLOTS

- 8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus thirty-five percent 35% of that number, for an original allocation of no less than 25% of the registered voters.

- 8.2 Approximately 5,000 additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any precinct requesting additional ballots.

## 9 RETURNS OF ELECTIONS

- 9.1 DCED will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

- 9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of

the Texas Election Code, appoint the following central counting station officials:

- Manager: Toni Pippins-Poole,  
Elections Administrator,  
Dallas County, Texas
- Tabulating Supervisor: Jana Onyon,  
Central Counting Station
- Presiding Judge: Deno Harris  
Dallas Independent School District

- 9.3 The manager or her representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participating political subdivisions, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). DCED will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas. Any participating political subdivision, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site must provide their web-site address to the Tabulating Supervisor.
- 9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will email a copy of the unofficial canvass to each participating political subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00 A.M. Monday, May 19, 2014. All participating authorities will be responsible for the official canvass of their respective elections.
- 9.5 DCED will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating political subdivision and the Secretary of State's Office. Each political subdivision must notify DCED if such a waiver has been granted or denied twenty (20) days before the election.

## 10 ELECTION EXPENSES

- 10.1 The participating authorities agree to share the costs of administering the May 10, 2014 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participating political subdivisions requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures (supplies, equipment, personnel, etc.). The cost of any special request from a participating political subdivision, which is not agreed upon by all participating political subdivisions, shall be borne by the participating political subdivision making the special request. Each participating political subdivision agrees that no participating political subdivision shall be billed less than the minimum of one full unit cost. See Attachment "A".

- 10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating political subdivision, unless otherwise agreed by the participating authorities and the Dallas County Elections Department.
- 10.3 Final election expenses will be determined within 120 business days after the election. DCED will provide each participating political subdivision with a final accounting in writing of all funds deposited into the Joint Election account and an accounting of all payments from the Joint Election account.
- 10.4 If additional funds are needed, DCED will bill each participating political subdivision in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating political subdivision.

## 11 DEPOSIT OF FUNDS

- 11.1 Each participating political subdivision agrees to deposit with the Dallas County Treasurer's Office, the election expenses to be paid to Dallas County as administrator of the Joint Election, the full balance for your election by April 4, 2014. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating political subdivision. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.
- 11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of \$4,950.74 (per polling place) :

Entity	March 14, 2014	April 4, 2014
TOA	\$ 4,084.37	\$ 4,084.36
COBS	\$ 4,765.09	\$ 4,765.09
COC	\$ 5,445.82	\$ 5,445.81
COCdH	\$ 3,176.73	\$ 3,176.72
COCKH	\$ 2,722.91	\$ 2,722.91
COCp	\$ 2,722.91	\$ 2,722.91
CODe	\$ 4,311.27	\$ 4,311.27
CODu	\$ 3,176.73	\$ 3,176.72
COFB	\$ 2,722.91	\$ 2,722.91
COG	\$ 27,456.00	\$ 27,455.99
COGP	\$ 14,749.09	\$ 14,749.09
TOHP	\$ 2,722.91	\$ 2,722.91
COH	\$ 2,722.91	\$ 2,722.91
COI	\$ 14,522.18	\$ 14,522.18
COL	\$ 4,084.37	\$ 4,084.37
COLew	\$ 2,722.91	\$ 2,722.91
COM	\$ 11,572.36	\$ 11,572.36
CORw	\$ 6,807.27	\$ 6,807.27
COSa	\$ 2,722.91	\$ 2,722.91
COSe	\$ 2,722.91	\$ 2,722.91

TOS	\$	2,722.91	\$	2,722.91
COUP	\$	2,722.91	\$	2,722.91
COW	\$	2,722.91	\$	2,722.91
DCCCD	\$	154,071.25	\$	154,071.24
CFBISD	\$	16,110.55	\$	16,110.54
CHISD	\$	5,445.82	\$	5,445.82
CPISD	\$	3,857.46	\$	3,857.45
DISD	\$	161,332.34	\$	161,332.33
DeISD	\$	5,218.91	\$	5,218.91
DuISD	\$	9,076.36	\$	9,076.36
GISD	\$	50,600.72	\$	50,600.72
GPIISD	\$	14,749.09	\$	14,749.09
HFISD	\$	4,311.27	\$	4,311.27
IISD	\$	16,110.55	\$	16,110.54
LISD	\$	5,445.82	\$	5,445.82
MISD	\$	19,741.09	\$	19,741.09
RISD	\$	124,799.98	\$	124,799.98
SUISD	\$	2,722.91	\$	2,722.91
DCPCMUD	\$	2,722.91	\$	2,722.91

Total deposit: \$1,450,840.48

Deposits should be delivered within the mandatory time frame to:

**Joe Weils  
Dallas County Treasurer  
303 Records Building  
509 Main Street  
Dallas, Texas 75202**

## 12 RECORDS OF THE ELECTION

- 12.1 Toni Pippins-Poole, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 31.096 of the Texas Election Code.
- 12.2 Access to the election records will be available to each participating political subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. DCED shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5<sup>th</sup> Floor, Dallas, Texas.
- 12.3 Pursuant to Section 56.058 of the Texas Election Code, DCED will retain the election records for 60 days after the date of the election. 60 days after the date of the election, DCED will make arrangements to deliver the Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the

remainder of the 6 month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period. DCED will provide each entity a letter of destruction.

### 13 EARLY VOTING

13.1 Toni Pippins-Poole, County Elections Administrator, is appointed the early voting clerk for all of the participating political subdivisions in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of the contracting authorities of the participating political subdivisions, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating political subdivision recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk.

Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities.

The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D". DCED shall request the Dallas County Human Resource Department to conduct a criminal background check of election officials, staff and temporary workers who are hired to work in this election.

13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, April 28, 2014 and continuing through Friday, May 2, 2014 between 8:00 A.M. and 5:00 P.M.; Saturday, May 3, 2014 between 8:00 A.M. and 5:00 P.M.; Sunday, May 4, 2014, between 1:00 P.M. and 6:00 P.M.; Monday, May 5, 2014 and continuing through Tuesday, May 6, 2014 between 7:00 A.M. and 7:00 P.M. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or branch locations.

**MAIN EARLY VOTING POLLING PLACE:** DALLAS COUNTY RECORDS BUILDING  
509 Main Street  
Dallas 75202

**EARLY VOTING BRANCH POLLING PLACES:**

ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON, TEXAS 75001
BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS, TEXAS 75180
CARROLLTON - FARMERS BRANCH ISD ADMIN BLDG	1445 N PERRY ROAD	CARROLLTON, TEXAS 75006
CARROLLTON PUBLIC LIBRARY AT JOSEY RANCH	1700 KELLER SPRINGS ROAD	CARROLLTON, TEXAS 75006
CARROLLTON PUBLIC LIBRARY AT HEBRON AND JOSEY	4220 N. JOSEY LANE	CARROLLTON, TEXAS 75010
CEDAR HILL GOV'T CENTER	285 UPTOWN BLVD	CEDAR HILL, TEXAS 75104
COCKRELL HILL CITY HALL	4125 WEST CLAREDON DR	COCKRELL HILL, TEXAS 75211
COPPELL TOWN CENTER	255 WEST PARKWAY BLVD	COPPELL, TEXAS 75019
DALLAS CITY HALL	1500 MARILLA STREET	DALLAS, TEXAS 75201

OAK CLIFF SUB – COURTHOUSE	410 S BECKLEY AVE	DALLAS, TEXAS 75203
DALLAS ISD ADMIN BUILDING	3700 ROSS AVENUE	DALLAS, TEXAS 75204
RECORDS BUILDING (MAIN LOCATION)	509 MAIN STREET	DALLAS, TEXAS 75206
MARTIN WEISS RECREATION CENTER	1111 MARTINDELL AVENUE	DALLAS, TEXAS 75211
EL CENTRO COLLEGE - WEST CAMPUS	3330 NORTH HAPMTON ROAD	DALLAS, TEXAS 75212
MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD.	DALLAS, TEXAS 75215
PAUL LAURENCE DUNBAR LANCASTER KIEST LIBRARY	2008 EAST KIEST BLVD	DALLAS, TEXAS 75216
EAST FIELD COLLEGE PLEASANT - GROVE CAMPUS	802 S. BUCKNER BLVD	DALLAS, TEXAS 75217
LOCHWOOD LIBRARY	11221 LOCHWOOD BLVD	DALLAS, TEXAS 75218
ST LUKE COMMUNITY LIFE CENTER	6211 EAST GRAND AVENUE	DALLAS, TEXAS 75223
OUR REDEEMER LUTHERAN CHURCH	7611 PARK LANE	DALLAS, TEXAS 75225
MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS, TEXAS 75229
PRESTON ROYAL LIBRARY	5625 ROYAL LANE	DALLAS, TEXAS 75229
GRAUWYLER PARK REC CENTER	7780 HARRY HINES BLVD	DALLAS, TEXAS 75235
BETHANY LUTHERAN CHURCH	10101 WALNUT HILL LANE	DALLAS, TEXAS 75238
RENNER – FRANKFORD LIBRARY	6400 FRANKFORD ROAD	DALLAS, TEXAS 75252
FRETZ PARK LIBRARY	5990 BELT LINE ROAD	DALLAS, TEXAS 75254
FRANKFORD TOWN HOMES	18110 MARSH LANE	DALLAS, TEXAS 75287
DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO, TEXAS 75115
DUNCANVILLE LIBRARY	201 JAMES COLLINS BLVD	DUNCANVILLE, TEXAS 75116
FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH, TEXAS 75234
RICHLAND COLLEGE - GARLAND CAMPUS	675 W WALNUT ST	GARLAND, TEXAS 75040
CROSSWINDS HIGH SCHOOL	1100 N. CARRIER PKWY	GRAND PRAIRIE, TEXAS 75050
GARNER FINE ARTS ACADEMY	145 POLO ROAD	GRAND PRAIRIE, TEXAS 75052
HUTCHINS CITY HALL	321 N. MAIN STREET	HUTCHINS, TEXAS 75141
IRVING CITY HALL	825 W. IRVING BLVD	IRVING, TEXAS 75060
IRVING ARTS CENTER	3333 N. MCARTHUR BLVD	IRVING, TEXAS 75062
CIMMARRON RECREATION CENTER	201 RED RIVER TRAIL	IRVING, TEXAS 75063
VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING, TEXAS 75063
LANCASTER VETERANS MEMORIAL LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER, TEXAS 75134
LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DRIVE	MESQUITE, TEXAS 75149
RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON, TEXAS 75080
ROWLETT ANNEX CONFERENCE ROOM	4004 MAIN STREET	ROWLETT, TEXAS 75088
SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE, TEXAS 75048
SEAGOVILLE CITY HALL	702 N HWY 175	SEAGOVILLE, TEXAS 75159
SUNNYVALE TOWN CENTER	127 NORTH COLLINS ROAD	SUNNYVALE, TEXAS 75182
WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER, TEXAS 75172

### TEMPORARY BRANCH LOCATIONS

ADMINISTRATION ANNEX	6915 WESTCHESTER DRIVE	DALLAS, TEXAS 75205
UNIVERSITY PARK CITY HALL	3800 UNIVERSITY BLVD	UNIVERSITY PARK, TEXAS 75205

### TEMPORARY BRANCH EARLY VOTING DATES AND TIMES

April 28, 2014 Monday – Friday May 2, 2014 8:00am to 4:30pm

May 5, 2014 Monday and Tuesday May 6, 2014 7:00am to 7:00pm

- 13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy., Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.
- 13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Subchapter A of Chapter 87 of the Texas Election Code. Each participating political subdivision may appoint one member to the board/committee and will notify DCED of the person's name, telephone number and address no later than March 28, 2014. The participating political subdivisions agree to appoint SeGwen Tyler as presiding judge of the early voting ballot board.
- 13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating political subdivision.

### **14 ELECTION REPORTS**

DCED will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating political subdivision each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating political subdivision. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

### **15 RUNOFF ELECTION**

In the event a runoff is necessary, the date would be June 21, 2014 and the agreement will automatically be extended to cover the runoff, unless a participating political subdivision states in writing before Monday, May 12, 2014 that it does not wish to participate in a joint runoff. DCED will provide each participating political subdivision in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

**16 CONTRACT WITHDRAWAL**

Any contracting authority of any participating political subdivision that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the Joint Election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that participating political subdivision shall be removed from the contract. An addendum to the contract shall be provided to the remaining participating political subdivisions no later than five (5) days after notification of all intents to withdraw have been received in writing by DCED.

**17 NOTICE**

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

**Address for notice to DCED:**

**Toni Pippins-Poole**  
**Dallas County Elections Administrator**  
**Elections Department – Eighth Floor**  
**Health and Human Service Building – 2377 N. Stemmons Frwy, Suite 820**  
**Dallas, Texas 75207**  
**(214) 819-6300**

**Addresses for notice to the participating political subdivisions:**

**Matt McCombs (TOA)**  
Asst. to the City Manager & Secretary  
5300 Belpline Rd.  
Dallas, Texas 75254  
(972) 450-7010

**Cindy Gross (COBS)**  
City Secretary  
3117 Hickory Tree Rd.  
Balch Springs, Texas 75180  
(972) 557-6066

**Ashley Mitchell (COC)**  
City Secretary  
1945 N. Jackson St.  
Carrollton, TX 75006  
(972) 466-3021

**Lyn Hill (COCdH)**  
City Secretary  
285 Uptown Blvd., Bldg. #100  
Cedar Hill, TX 75104  
(972) 291-5100, ext. 1018

**Brett Haney (COCKH)**  
Chief Operating Officer  
4125 W. Clarendon Dr.  
Dallas, Texas 75211  
(214) 330-6333

**Christel Pettinos (COCp)**  
City Secretary  
255 Parkway Blvd.  
Coppell, TX 75019  
(972) 304-3668

**Kisha Morris (CODE)**  
City Secretary  
211 E. Pleasant Run Rd, Ste A  
DeSoto, Texas 75115  
(972) 230-9664

**Angie Wade (CODu)**  
City Secretary  
203 E. Wheatland Road  
Duncanville, Texas 75116  
(972) 780-5017

**Angela Kelly (COFB)**  
City Secretary  
13000 William Dodson Pkwy  
Farmers Branch, Texas 75234  
(972) 919-2503

**Lisa Palomba (COG)**  
City Secretary  
200 N. Fifth St.  
Garland, Texas 75040  
(972) 205-2404

**Cathy DiMaggio (COGP)**  
City Secretary  
317 W. College  
Grand Prairie, Texas 75050  
(972) 237-8039

**Gayle Kirby (TOHP)**  
Town Secretary  
4700 Drexel Drive  
Highland Park, TX 75205  
(214) 521-4161

**Janis Daniels (COH)**

City Secretary  
321 N. Main St.  
Hutchins, TX 75141  
(972) 225-6121

**Julie Heinze (COLew)**

City Secretary  
151 West Church Street  
Lewisville, TX 75057  
(972) 219-3404

**Terry Smith (COSa)**

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**Larry McDaniel (DCPCMUD)**  
General Manager  
1811 Regal Row  
Dallas, TX 75235  
(214) 652-8639

## **18 LIABILITY FOR NEGLIGENCE**

All parties agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or State law. **NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.** All parties agree that any such liability or damages occurring during the performance of this Contract caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

## **19 VENUE**

Venue for any lawsuit, cause of action, motion for injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract shall lie exclusively in courts of competent jurisdiction in Dallas County, Texas.

## **20 SEVERABILITY**

If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

## **21 ENTIRE CONTRACT**

This joint election contract and election services agreement, including all Exhibits and attachments, constitutes the entire Contract between the parties and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written.

## **22 GENDER AND HEADINGS**

Words of any gender used in this Contract shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

**23 CONTRA PREFERENTEM**

The doctrine of contra preferentem shall not apply to this Contract. If an ambiguity exists in this Contract, the Contract shall not be construed against the Party who drafted the Contract and such Party shall not be responsible for the language used.

**24 ORDER OF PRECEDENCE**

In the event of any inconsistency between the provisions of this joint election contract and election services agreement and any incorporated documents as described herein, all parties agree that the provisions of this Contract shall take precedence.

**25 SIGNATORY WARRANTY**

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in Section 1 of this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

26. COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Main body of Election Services  
Contract, excluding attachments,  
Approved as to Form\*

DALLAS COUNTY  
Craig Watkins  
District Attorney

Teresa Guerra Snelson  
Chief, Civil Division

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TONI PIPPINS-POOLE  
COUNTY ELECTIONS ADMINISTRATOR  
DALLAS COUNTY, TEXAS

---

BEN STOOL  
ASSISTANT DISTRICT ATTORNEY  
CIVIL DIVISION  
DALLAS COUNTY, TEXAS

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACCEPTED AND AGREED TO BY THE CITY OF GARLAND, TEXAS:

ATTEST:

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DOUGLAS ATHAS  
MAYOR  
CITY OF GARLAND, TEXAS

---

LISA PALOMBA  
CITY SECRETARY  
CITY OF GARLAND, TEXAS

APPROVED:

APPROVED AS TO FORM:

---

WILLIAM E. DOLLAR  
CITY MANAGER  
CITY OF GARLAND, TEXAS

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BRAD NEIGHBOR  
CITY ATTORNEY  
CITY OF GARLAND, TEXAS



# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Design Contract – Garvon/Commercial Water Improvements

### Summary of Request/Problem

Funding for replacement of existing water lines in E. State, Garvon, and Commercial Streets was included in the approved 2013 Capital Improvements Program.

To begin the design process, staff has negotiated a contract with McManus & Johnson Consulting Engineers, LLC, in the amount of \$118,400.00. The contract will cover the design of this project. The project limits are Garvon Street from Bankhead to Commercial, Commercial Street from E. Avenue B to Garvon, and E. State Street from Lavon Drive to Garvon. Drainage and Water improvements in the area will also be a part of this project.

Council action is required to authorize the City Manager to execute the contract.

### Recommendation/Action Requested and Justification

Authorize the City Manager to execute the proposed contract by Minute Action.

Attachments:

Proposed Contract

Location Map

2014 CIP Sheet W02

**Submitted By:**

**Michael C. Polocek**  
Director of Engineering

**Approved By:**

**William E. Dollar**  
City Manager

**ENGINEERING SERVICES CONTRACT**  
**Garvon Drive and Commercial Street**  
**Water and Sewer Improvements**

This Engineering Services Contract ("Contract") is made and entered by and between the City of Garland, Texas (the "City") and McManus and Johnson Consulting Engineers, LLC (the "Engineer")

**Section 1. Scope of Project.**

Prepare a concept plan, survey, ROW documents (if needed), design drawings and construction services for water and sewer improvements in Garvon Drive from Bankhead to Commercial, Commercial Drive from Garvon to Avenue B, and E. State Street from Lavin Drive to Garvon, along with associated alleys. These Improvements will include replacing the existing 2", 6", and 8" water lines as well as the existing 8" sewer within the limits of the project. Work will also include relocating/replacing existing services, meters, valves, laterals, and manholes, as well as all required pavement repair/replacement. Design will also include drainage analysis within the project limits to verify adequacy of existing storm sewer facilities or upgrade said facilities if needed to meet current City drainage criteria. Design will also include required grading, SWPPP, vegetation restoration, markings, signage, conduit layout, construction sequencing/phasing, traffic control, horizontal control, ROW maps and all other necessary project elements required as listed in Section 3 (Design Phase).

Estimated Design Fee: \$118,400.00.

**Section 2. Description of Services.**

**(A) Preliminary Phase:**

For the Preliminary Phase of the Project, Engineer shall

- (1) Arrange and attend preliminary conferences with interested parties regarding the project including, but not limited to, the various utility services of the City, including but not limited to Atmos Energy, ONCOR Electric, AT&T, Verizon, Garland Power and Light, North Texas Municipal Water District, Time Warner, and GISD as necessary to complete the preliminary design.
- (2) Review previously prepared construction plans, record drawings and records, or other pertinent documents on file in the Engineering Department of the City and other appropriate agencies.
- (3) Prepare a project layout sheet showing preliminary alignment, all City utilities, all franchise utilities, drainage structure locations, property lines and owners and submit in City approved AutoCAD or Microstation format as well as a hard copy.
- (4) Prepare a preliminary engineering report for the project in sufficient detail to indicate generally utility and other design problems involved and alternate solutions available to the City. The report shall include, but not be limited to, the items contained in the Project Checklist included in Appendix "A" of this contract. A copy of the completed Project Checklist must be included in the preliminary engineering report. The report shall contain schematic layouts, sketches, or conceptual design criteria with appropriate exhibits, all in sufficient detail to indicate clearly the

considerations involved including, but not limited to, construction cost, existing and proposed rights-of-way or easements, constructability, significant stands of trees or other natural features, floodplain locations, city and franchise utility locations, investigation and analysis of all federal and state permits, and maintenance of traffic flow or other City services during construction. The report shall also include opinions of probable costs for the project and the design recommendations for the utility alignment. Include in the preliminary engineering report, a preliminary drainage area map showing drainage areas, run-off coefficients in accordance with the type of City zoning, major points of concentration, size of area in acres, and the calculated quantity of run-off at each point of concentration in cubic feet per second, calculated for the 100-year storm event.

- (5) Furnish the City two (2) copies of the preliminary data, including preliminary layouts and cost estimates.
- (6) Recommend the City in determining a final alternative for the design phase. Following the submittal of the preliminary engineering report, a plan review conference will be held to discuss and review the report. The Engineer will make necessary corrections and revisions resulting from the plan review conference and submit two (2) sets of Preliminary Plans to the City for review for substantial completion.

**(B) Surveying Phase for Design and Construction:**

In preparing and executing surveys for the design and construction of the project, the Engineer shall:

- (1) Establish permanent monumentation for horizontal and vertical project control. The project shall be tied to the North Central Zone (4202) Texas Coordinate System of 1983, (NAD83 96, EPOCH 2002.000), using City established control monuments. NAVD88 datum shall be utilized for vertical control using National Geodetic Survey/Continuously Operating Reference Station (NGS/CORS) monuments or City of Garland geodetic monuments as specified and directed by the City Surveyor. At the discretion of the City Surveyor, static GPS control may be approved.
  - A) Locate right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 3 inches in diameter and larger, edges of pavements and all other visible surface features with respect to the project control baseline. Existing utility structures shall be located and referenced by utility name (e.g. ONCOR Electric, TXU Gas, Verizon, Etc.)
  - B) Vertical topographic information tying pavement, curbs, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other physical features as needed within the project areas for the design.
- (2) Research City, County, State, or other documents as necessary, and establish the location of all existing boundary lines and easements for the project. Furnish copies of all real estate documents to the City.

- (3) In cooperation with the City and other franchised utilities, determine the locations and elevations of existing underground utilities. In particular, locations of major underground franchise facilities shall be shown in all profiles.
- (4) Incorporate aerial, topographic, and planimetric survey data provided by the City.

**(C) Design Phase:**

For the design phase of the project, Engineer shall:

- (1) Establish the scope of any soil foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required for a proper design of the project and arrange for such work to be done, after approval by the City, at the City's expense.
- (2) Furnish to the City the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grant-in-aid or for planning advances).
- (3) Prepare detailed specifications and contract drawings for the project. This may include, but shall not be limited to, separate sheets for the following:

Title Sheet with Index and Project Location

Project Layout

R.O.W. Map indicating all existing and proposed R.O.W. & prepare a right-of-way deed map showing the existing right-of-way, lot numbers, subdivision names, volume and page of recorded instruments, street names, and existing proposed rights-of-way and easements easements for the project.

Typical Sections

Prepare Control/Geometric Layout indicating monuments found and set, the relationship of the project baseline or centerline to the monuments, and the benchmarks used and/or set.

Demolition Plan

Bid Item Quantities listed by sheet number and project total

Construction Sequencing and Traffic Control (Utilities)

Construction Sequencing and Traffic Control (Paving)

Final Pavement Markings

Storm Water Pollution Prevention or Erosion Control Plans

Water Line Plan; and Profile (12" or larger)

Sanitary Sewer Plan and Profile

Drainage Area Map

Run-off Computations

Inlet and Storm Sewer Computations

Storm Sewer Plan & Profile

Culvert Layouts (Plan & Profile) (if required for this project)

Storm Lateral Profiles

Drainage Details

Technical Specifications and/or Special Provisions for the project

Retaining Wall Layouts & Details (if required for this project)

Horizontal and vertical utility locations  
All Construction Details

All contract drawings shall be submitted on 22" x 34" paper and in City approved AutoCAD or Microstation format. Prior to the start of design, the City should approve the format. The Engineer shall correlate pay items on drawings with City of Garland Standard pay items in the contract proposal.

- (4) During development of specifications the Engineer shall place primary reliance on the Standard Specifications for Public Works Construction -North Central Texas - issued by the North Central Texas Council of Governments, and the City's "Public Works Design Guidelines". During development of contract drawings, the Engineer shall place primary reliance on City approved standard drawings and bid items, (copies of which are available at the Engineering Department, the Texas Manual on Uniform Traffic Control Devices, and the Storm Water Quality Best Management Practices for Construction Activities as supplied by the North Central Texas Council of Governments). The Engineer shall develop the specifications and contract drawings in accordance with all Federal, State, or City specifications or regulations.
- (5) A Registered Professional Land Surveyor (RPLS) must prepare, seal and sign the project Right-Of-Way Map(s) with a certification stating that the survey conforms to the minimum standards set forth by the Texas Board of Professional Land Surveying. All monuments located within the project corridor during the course of the survey must be illustrated on the right-of-way map with a project station and offset or coordinates that relate to the project control, whether or not such monuments are used for analysis and/or construction of the project Right-Of-Way. All monuments placed or perpetuating found objects must be reported to the minimum technical standards of the Texas Board of Professional Land Surveying ("TBPLS").
- (6) Prepare all necessary property descriptions and 8 1/2 X 11-inch exhibits for needed additional right-of-way and easements, if required. All descriptions and exhibits must conform to the minimum technical standards of the TBPLS and the requirements of the City Surveyor. Right-of-way and easements shall be delineated on and cross-referenced to the appropriate plans and profile sheets. The plan and profile sheets shall clearly indicate all private property that is in conflict with the proposed construction. Two (2) copies of each document sealed by a Texas Registered Professional Land Surveyor shall be submitted. At this time it is anticipated that all work for this project shall be done within existing City rights-of-way. If additional easement dedication exhibits are needed as part of this project, they shall be completed at a cost of \$1,100.00 per parcel, not including field setting of property corners (if needed). Any additional survey work for preparation of Right-of-Way dedication exhibits, including field setting of property corners, shall be compensated separately on an hourly basis, as approved beforehand by the City.
- (7) Submit four (4) sets of preliminary plans to the City.
- (8) Prepare and include in plans detailed construction signing and barricade plans for traffic control and safety (if needed). Primary reliance shall be placed in the Texas Manual for Uniform Traffic Control Devices. Provisions for construction phasing shall be included.

- (9) Prepare and include Storm Water Pollution Prevention Plan (SWPPP) in accordance with the "Storm Water Quality Best Management Practices for Construction Activities" Manual as distributed by the North Central Texas Council of Governments.
- (10) Include appropriate provisions for trench safety as determined by a soil investigation report prepared by separate geotechnical engineers.
- (11) Revise and resubmit copies as needed upon review and comment by the City.
- (12) Prepare a detailed Opinion of Probable Cost.
- (13) Prepare and furnish to the City a mylar copy and five (5) prints of approved plans, specifications and proposal forms using City-approved documents.
- (14) Attend Pre-Bid and Pre-Construction Conferences and assist the owner as needed to interpret, clarify, or expand the bid documents. Issue addenda as needed.
- (15) Provide computer disks of the completed project files in approved AutoCAD or Microstation format to the City.
- (16) *Submit all necessary documentation for review/approval required by any federal and/or state agency and obtain any permits that may be required. Federal and state agencies may include but not be limited to Texas Department of Licensing and Regulation, Texas Department of Transportation, Federal Emergency Management Agency, Texas State Historical Society, Environmental Protection Agency, Texas Commission for Environmental Quality, etc...Obtain approval under any federal or state general permits that may apply.*
- (17) Right-of-Way strip map is subject to review by the City Surveyor.

**(D) Construction Phase:**

For the construction phase of the project, Engineer shall:

- (1) Provide a complete set of conformed plans and specifications including any addenda and modifications prior to the Pre-Construction meeting.
- (2) Provide complete horizontal and vertical control, which, in the opinion of the City, is adequate for the eventual contractor to re-establish the horizontal and vertical control network for the project.
- (3) Provide limited construction phase engineering assistance. When requested by the City, the Engineer will visit the site and consult with the City and the contractor to resolve unusual or unexpected construction problems. The Engineer shall conduct a final project inspection with the City and prepare recommendations concerning items that the Engineer observes during the final inspection that require additional work or adjustment. Provide written responses to request for information on clarifications.

- (4) Review the contractor's shop drawings and related submittals with respect to the applicability of the detailed work, when complete, to be a properly functioning integral element of the project designed by the Engineer.
- (5) ***After final acceptance of construction by the City, and at the discretion of the City, the Engineer shall require that an RPLS:***
  - (a) ***Establish "permanent" survey monumentation for control throughout the project***
  - (b) ***Establish right-of-way corridor permanent monumentation at all control points, points of intersection or deflection, points of curvature, points of tangency and intersecting street/block corners.***

***i. Definitions:***

- 1. ***"Permanent" survey monumentation is described as a 3-1/4" aluminum domed top disc for 5/8" rebar (Bernisen #RBD5325) set in concrete per City specifications.***
  - 2. ***Control monumentation shall bear the inscription "CONTROL".***
  - 3. ***Right-of-Way monumentation shall bear the inscription "RIGHT-OF-WAY".***
- (6) Prepare Record Drawings based upon mark-ups and information provided by the City Inspector. Submit the Record Drawings with the as-built changes noted and the date and signature of the Engineer in PDF format to the City Inspector. The page size shall be 22" x 34" with a minimum resolution of 300 dpi. The PDF's must be free from objectionable background, rotated properly and stored in a separate folder on the CD/DVD. The submittal shall also include the record drawings in an AutoCAD or Microstation format as requested by the City.

**Section 3. Time of Completion.**

The prompt completion of this project is critical to the progress of the City of Garland Capital Improvements Program. Unnecessary delays to the project shall be grounds for dismissal of the Engineer and termination of this Contract without any or further liability to the City other than a prorated payment for necessary, timely and conforming work done on the project prior to the time of termination. Engineer proposes to complete the Preliminary Phase, Surveying and Design Phases for the entire project within 143 calendar days. Exhibit "A" is a schedule showing a breakdown of the major tasks and associated time frames for completion. Upon receiving the notice to proceed, the engineer will submit a new Bar Graph Schedule and submittal dates shown. Upon request by the City, the engineer will prepare a revised schedule.

**Section 4. Professional Liability Insurance.**

Prior to the commencement of the design phase under this Contract, Engineer shall obtain professional liability insurance coverage in an amount of at least \$1,000,000.00 aggregate per year. Engineer shall maintain such coverage during all phases of engineering services under this Contract and for one (1) year after substantial completion of the project. The City shall be supplied with a certificate of such coverage, which shall provide for a thirty-(30) day notice to the City, by certified or registered mail, of cancellation, non-renewal, or material alteration.

**Section 5. Compensation.**

**(A) Basic Services:**

The Engineer's percentage rate for computation of compensation for the Preliminary Phase, the Surveying Phase, the Design Phase, and the Construction Phase will be based on the negotiated Base Fee between the City and the Engineer as depicted below.

At the date of execution of this contract, the estimated design fees are as follows:

**Preliminary Phase Services**

Water:	\$5,450.00
Wastewater:	\$4,750.00
Drainage:	\$2,000.00

**Survey Phase Services**

Water	\$12,600.00
Wastewater	\$11,000.00

**Design Phase Services**

Water:	\$29,600.00
Wastewater:	\$25,800.00

**Construction Phase Services**

Water Construction:	\$3,850.00
Wastewater Construction:	\$3,350.00

Subtotal: \$98,400.00

Unforeseen Items: \$20,000.00

**TOTAL: \$118,400.00**

The fee amount identified as Unforeseen Items shall be used at the discretion of the City to pay the Engineer for unforeseen Special Services (Section 5(B)) or Additional Work (Section 6(B)) necessary for the proper design of the construction documents in accordance with the intent of this contract. No portion of this item shall be paid to the Engineer, nor shall the Engineer perform extra work, without written authorization from the City. The City shall retain all Unforeseen Items funds not authorized during the design of the project.

Compensation shall be paid as follows:

1. Upon acceptance of Preliminary and Surveying Phases, 35% of the total compensation, less unforeseen item cost.
2. Upon acceptance of Preliminary Plans, 50% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 85%).
3. Upon acceptance of Final Plans, 10% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 95%).
4. The City shall retain the final 5% of total compensation, less unforeseen item cost, until completion of the final inspection of the Construction Phase of this contract *and "permanent" monumentation has been established as described in Section (2(D)4) of this contract.*

The Engineer may submit monthly, or less frequent, requests for payment based on the estimated completion of the described tasks and approved work schedule. This fee covers all typical cost associated with the project administration, design & development, including, but not limited to, mileage, copies, phone, labor, overhead, maintenance, printing, copying, and all other incidental costs. The Engineer must submit their request for payment using the City's forms as shown in Appendix "B" of this contract, or in a format approved by the City.

**(B) Special Services:**

The Engineer's compensation for "special services" shall be based on the "Engineer's Established Hourly Rates" a copy of which is attached hereto as Exhibit "B". Statements for special services may only be submitted on a monthly basis. The Engineer shall advise the City in advance when 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. As used in this Contract, the term "special services" means:

1. Additional land surveys to establish project boundaries that require the surveyor to access properties beyond those adjacent to the project.
2. Preparation of any special reports required for marketing of bonds.
3. Appearances before regulatory agencies other than the City.
4. Assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the Project.
5. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by the Owner.
6. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.

7. Detailed mill, shop and laboratory inspection of materials or equipment.
8. Preparation of estimates and Engineer's rolls necessary for assessments.
9. Additional copies of reports and specifications (over agreed number) and additional blueprint copies of drawings (over agreed number).
10. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
11. Preparation of environmental statements and assistance to the City in preparing for and attending public hearings.
12. As a result of the creation of new right-of-way, the surveyor shall establish and monument right-of-way geometry and new property corners for adjoining parcels upon completion of project. New monumentation shall conform to the minimum technical standards of the Texas Board of Professional Land Surveying, or as specified by the City. A Registered Professional Land Surveyor must certify the following on the face of the project "As-Built" Right-Of-Way Map:

*A survey has been completed for the additional right-of-way shown on the accompanying map; and as of [insert completion date of survey here], all monuments found or placed defining the right-of-way geometry or right-of-way parcels have been field verified as to their existence and location as originally found or have been reset (if unstable/disturbed or destroyed) in accordance with the minimum technical standards of the Texas Board of Professional Land Surveying.*

13. On projects where no new right-of-way is acquired, upon completion of the project the surveyor shall, verify existence of, or reset, found right-of-way monumentation and property corners for adjoining parcels. New monumentation shall conform to the minimum technical standards of the TBPLS and City specifications. A Registered Professional Land Surveyor must certify the following on the face of the project "As-Built" Right-Of-Way Map:

*A retracement survey has been completed of the right-of-way shown on the accompanying map; and as of [insert completion date of survey here], all monuments found or placed defining the right-of-way geometry or existing adjoining parcels have been field verified as to their existence and location as originally found or have been reset (if unstable/disturbed or destroyed) in accordance with the minimum technical standards of the Texas Board of Professional Land Surveying.*

14. Acquisition of individual federal or state permits that may be required. (Note: This does not apply to federal or state general permits.)
15. Easements or parcel descriptions in addition to those specified in Section 2(C)(6).

**(C) Records of Expenses:**

Engineer shall maintain reasonably detailed records of all work done on behalf of the City under this Contract and of all expenses incurred for which Engineer seeks payment or reimbursement and shall promptly provide such records to the City upon request.

**Section 6. Changes to the Project and Additional Compensation.**

**(A) Changes to Work:**

The Engineer shall make such revisions in the work included in this Contract, which has been completed as are necessary to correct any errors when required to do so by the City. No additional compensation shall be paid for such work. If the City finds it necessary to request 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 not within the description of the "Scope of Services" to be provided by the Engineer under this Contract and not otherwise constituting special services must be approved by supplemental agreement to this Contract by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work on the same basis as covered under "Compensation" and as provided under a supplemental agreement. The fixed fee shall be adjusted if additional work is approved by supplemental agreement and performed by the Engineer.

**Section 7. Miscellaneous Provisions.**

**(A) Subletting:**

The Engineer shall not sublet or transfer any portion of the work under this Contract unless specifically approved in writing by the City. Subcontractors shall comply with all provisions of this Contract. The approval or acquiescence of the City in the subletting of any work under this Contract shall not relieve the Engineer of any responsibility for work done under this Contract.

**(B) Ownership of Documents:**

Upon completion or termination of this Contract, 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 sketches, charts, calculations, plans, specifications and other data prepared under this Contract shall be made available, upon request, to the City without restriction or limitation on the further use of such materials. The Engineer may, at the expense of the Engineer, have copies made of the documents or any other data furnished to the City under this Contract.

**(C) Engineer's Seal; Warranty:**

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. Engineer warrants that all work and services provided under this Contract will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession.

**(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 or administrative bodies in any matter affecting the performance of this Contract, 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) Status of Engineer:**

Engineer acknowledges that Engineer is an independent contractor of the City and that Engineer 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 Contract. 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 this Contract) for any of the services performed by Engineer under or related to this Contract. 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 this Contract.

**(G) Right To Audit:**

The City shall have the right to examine and audit the books and records of the Contractor at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: 1) the substantiation and accuracy of any payment required to be made under this agreement; and 2) compliance with the provisions of this agreement.

**Section 8. Termination of Contract.** This Contract may be terminated:

1. By mutual agreement and consent of both Engineer and City.
2. 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 Contract in a timely or satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Engineer.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth in the "Scope of Services".
4. By the City, for reasons of it's own and not subject to the mutual consent of the Engineer, upon not less than thirty- (30) days written notice to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

Should the City terminate this Contract, 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. In determining the value of the work performed by the Engineer prior to termination, the City shall be the sole judge. Payment for work at termination will be based on work satisfactorily completed at the time of termination.

If the Engineer defaults in performance of this Contract or if the City terminates this Contract for fault on the part of the Engineer, the City will give consideration to the actual costs incurred by the Engineer in performing work to date of default, the value of the work which is 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 which affect the value to the City of the work performed at time of default.

If the termination of this Contract is due to the failure of the Engineer to fulfill a contract obligation, the City may take over the project and prosecute the work to completion by contract or otherwise. In such case, the Engineer shall be liable to the City for any additional cost incurred by the City in completing such work.

**Section 9. Indemnification**

Engineer agrees to indemnify, hold harmless, and defend the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against 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, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from 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 to the fullest extent BUT ONLY TO THE EXTENT allowed under Sec. 271.904(a) of the Texas Government Code.

#### **Section 10. Notices**

Any notice required or desired to be given from one party to the other party to this Contract 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 11. No Assignment**

Neither party shall have the right to assign that party's interest in this Contract without the prior written consent of the other party.

#### **Section 12. Severability**

If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract 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 Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

#### **Section 13. Waiver**

Either City or the Engineer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Contract 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 14. Governing Law; Venue**

This Contract 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 Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas.

#### **Section 15. Paragraph Headings; Construction**

The paragraph headings contained in this Contract 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 Contract and this Contract shall not be construed either more or less strongly against or for either party.

**Section 16. Binding Effect**

Except as limited herein, the terms and provisions of this Contract 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 17. Gender**

Within this Contract, 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 18. Counterparts**

This Contract 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 19. Exhibits**

All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 20. Entire Agreement**

It is understood and agreed that this Contract 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 Contract exist. This Contract cannot be changed or terminated orally.

**Section 21. Relationship of Parties**

Nothing contained in this Contract 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 Contract 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 Contract.

**Section 22. Dispute Resolution**

Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the City within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not reasonably resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the City whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

EXECUTED on the dates indicated below but deemed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY:**

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

**ENGINEER:**

By: Robert M. Johnson  
Name: Bob Johnson, PE  
Title: Principal  
Date: 1/16/14

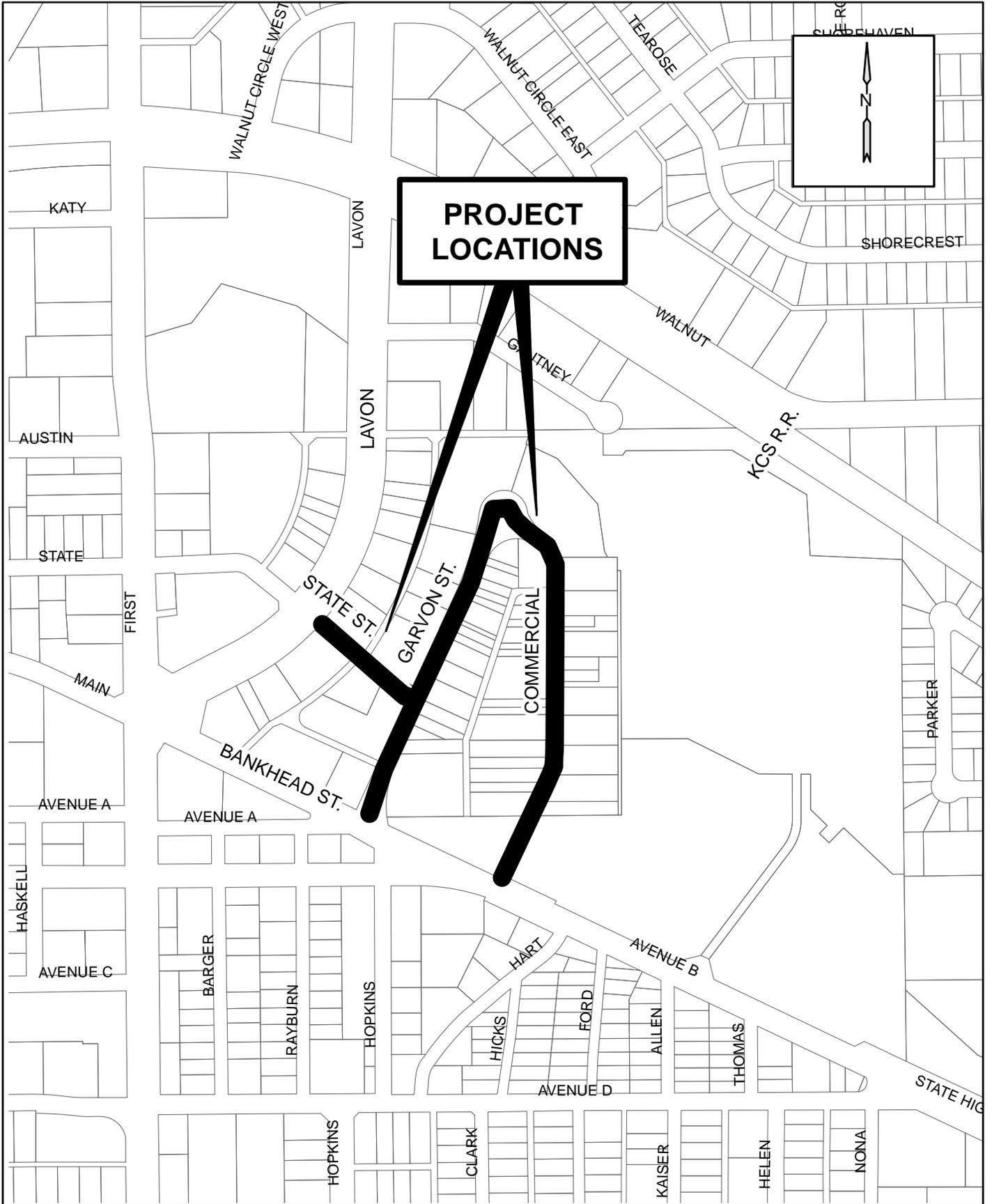
**ADDRESS FOR NOTICE:**

**CITY:**

City of Garland  
Engineering Department  
P.O. Box 469002  
Garland, Texas 75046-9002  
(972) 205-2170

**ENGINEER:**

McManus & Johnson Consulting  
Engineers, LLC  
205 S. Alma Drive  
Allen, TX 75013  
(214) 538-1005



**UTILITY RELOCATIONS**  
**GARVON, COMMERCIAL, AND STATE**

Scale: NTS  
 File: Garvon.mxd  
 Date: 01/28/2014  
 Drawn: COG

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# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Design Contract – Wynn Joyce Lift Station Removal and New Gravity Sanitary Sewer Main

### Summary of Request/Problem

Funding for the Wynn Joyce Lift Station abandonment was included in the approved 2013 Capital Improvements Program.

To begin the design process, staff has negotiated a contract with a local firm, Freese and Nichols, Inc., in an estimated amount of \$171,670. The contract will cover the design of a new gravity sanitary sewer along with the decommissioning of the existing lift station. The limits of the project are along Wynn Joyce Road from Amy Lane to Oates Road.

Council action is required to authorize the City Manager to execute the contract.

### Recommendation/Action Requested and Justification

Authorize the City Manager to execute the proposed contract by Minute Action

Attachments:

Proposed Contract

Location Map

2013 CIP Sheet WW11

**Submitted By:**

**Michael C. Polocek**  
Director of Engineering

**Approved By:**

**William E. Dollar**  
City Manager

## ENGINEERING SERVICES CONTRACT

This Engineering Services Contract ("Contract") is made and entered by and between the City of Garland, Texas (the "City") and Freese and Nichols Inc. (the "Engineer")

### **Section 1. Scope of Project.**

#### ***Wynn Joyce Lift Station Removal and new Gravity Sanitary Sewer Main***

Provide surveying, geotechnical, and engineering services as described herein and in the attached Freese and Nichols, Inc. proposal dated January 24, 2014 (Attachment 'A') necessary to design approximately 4,200 linear feet of 12 inch diameter gravity sanitary sewer in Wynn Joyce Road between Amy Lane and Oates Road along with the decommissioning of the existing Wynn Joyce Lift Station.

Estimated Design Fee: \$171,670

### **Section 2. Description of Services.**

#### **(A) Preliminary Phase:**

For the Preliminary Phase of the Project, Engineer shall

- (1) Arrange and attend preliminary conferences with interested parties regarding the project including, but not limited to, the various utility services of the City, including but not limited to Atmos Energy, ONCOR Electric, AT&T, Verizon, Garland Power and Light, North Texas Municipal Water District, Time Warner, and GISD as necessary to complete the preliminary design.
- (2) Review previously prepared construction plans, land records, or other pertinent documents on file in the Engineering Department of the City and other appropriate agencies.
- (3) Prepare a project layout sheet showing preliminary alignment, general utility and drainage structure locations, property lines and owners and submit in City approved micro station format as well as a hard copy.
- (4) Prepare a preliminary engineering report for the project in sufficient detail to indicate generally the problems involved and alternate solutions available to the City. The report shall include, but not be limited to, the items contained in the Project Checklist included in Appendix "A" of this contract. A copy of the completed Project Checklist must be included in the preliminary engineering report. The report shall contain any pertinent schematic layouts, sketches, or conceptual design criteria with appropriate exhibits, all in sufficient detail to indicate clearly the considerations involved including, but not limited to, construction cost, existing and proposed rights-of-way or easements, constructability, significant stands of trees or other natural features, floodplain locations, city and franchise utility locations, investigation and analysis of all federal and state permits, and maintenance of traffic flow or other City services during construction. The report shall also include

opinions of probable costs for the project and the recommendations of the Engineer.

- (5) Furnish the City one (1) copy of the preliminary data, including preliminary layouts and cost estimates.
- (6) Recommend the City in determining a final alternative for the design phase. Following the submittal of the preliminary engineering report, a plan review conference will be held to discuss and review the report. The Engineer will make necessary corrections and revisions resulting from the plan review conference and submit one (1) set of Preliminary Plans to the City for review for substantial completion.

**(B) Surveying Phase for Design and Construction:**

In preparing and executing surveys for the design and construction of the project, the Engineer shall:

- (1) Establish permanent monumentation for horizontal and vertical project control. The project shall be tied to the North Central Zone (4202) Texas Coordinate System of 1983, (NAD83 96, EPOCH 2002.000), using City established control monuments. NAVD88 datum shall be utilized for vertical control using National Geodetic Survey/Continuously Operating Reference Station (NGS/CORS) monuments or City of Garland geodetic monuments as specified and directed by the City Surveyor. At the discretion of the City Surveyor, static GPS control may be approved.
  - A) Locate right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 3 inches in diameter and larger, edges of pavements and all other visible surface features with respect to the project control baseline. Existing utility structures shall be located and referenced by utility name (e.g. ONCOR Electric, TXU Gas, Verizon, Etc.)
  - B) Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
- (2) Research City, County, State, or other documents as necessary, and establish the location of existing boundary lines and easements for the project. Furnish copies of all real estate documents to the City.
- (3) In cooperation with the City and other franchised utilities, determine the locations and elevations of existing underground utilities. In particular, locations of major underground franchise facilities shall be shown in all profiles.
- (4) Incorporate aerial, topographic, and planimetric survey data provided by the City.

**(D) Design Phase:**

For the design phase of the project, Engineer shall:

- (1) Establish the scope of any soil foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required for a proper design of the project and arrange for such work to be done, after approval by the City, at the City's expense.
- (2) Furnish to the City the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grant-in-aid or for planning advances).
- (3) Prepare detailed specifications and contract drawings for the project. This may include, but shall not be limited to, separate sheets for the following:

Title Sheet with Index and Project Location

Project Layout

R.O.W. Map indicating all existing and proposed R.O.W. & prepare a right-of-way deed map showing the existing right-of-way, lot numbers, subdivision names, volume and page of recorded instruments, street names, and existing proposed rights-of-way and easements for the project.

Typical Sections

Prepare Control/Geometric Layout indicating monuments found and set, the relationship of the project baseline or centerline to the monuments, and the benchmarks used and/or set.

Demolition Plan

Bid Item Quantities listed by sheet number and project total

Earthwork Summary

Roadway Plan & Profile

Construction Sequencing and Traffic Control (Utilities)

Construction Sequencing and Traffic Control (Paving)

Final Pavement Markings

Storm Water Pollution Prevention or Erosion Control Plans

Sanitary Sewer Plan and Profile

Technical Specifications and/or Special Provisions for the project

Horizontal and vertical utility locations

All Construction Details

All contract drawings shall be submitted on 22" x 34" ('D' size) film mylar sepia and in City approved Microstation format. Prior to the start of design, the City should approve the format. The Engineer shall correlate pay items on drawings with City of Garland Standard pay items in the contract proposal.

- (4) During development of specifications the Engineer shall place primary reliance on the Standard Specifications for Public Works Construction -North Central Texas - issued by the North Central Texas Council of Governments, and the City's "Public Works Design Guidelines". During development of contract drawings, the Engineer shall place primary reliance on City approved standard drawings and bid items, (copies of which are available at the Engineering Department, the Texas Manual on Uniform Traffic Control Devices, and the Storm Water Quality Best Management Practices for Construction Activities as supplied by the North Central Texas Council of Governments). The Engineer shall develop the specifications

and contract drawings in accordance with all Federal, State, or City specifications or regulations.

- (5) A Registered Professional Land Surveyor (RPLS) must prepare, seal and sign the project Right-Of-Way Map(s) with a certification stating that the survey conforms to the minimum standards set forth by the Texas Board of Professional Land Surveying. All monuments located within the project corridor during the course of the survey must be illustrated on the right-of-way map with a project station and offset or coordinates that relate to the project control, whether or not such monuments are used for analysis and/or construction of the project Right-Of-Way. All monuments placed or perpetuating found objects must be reported to the minimum technical standards of the Texas Board of Professional Land Surveying ("TBPLS").
- (6) Prepare all necessary property descriptions and 8 1/2 X 11-inch exhibits for needed additional right-of-way and easements. All descriptions and exhibits must conform to the minimum technical standards of the TBPLS and the requirements of the City Surveyor. Right-of-way and easements shall be delineated on and cross-referenced to the appropriate plans and profile sheets. The plan and profile sheets shall clearly indicate all private property that is in conflict with the proposed construction. Two (2) copies of each document sealed by a Texas Registered Professional Land Surveyor shall be submitted. For this project, no right-of-way or easement parcels are expected. Parcel descriptions beyond this number will be compensated at a rate of \$950.00 per parcel.
- (7) Submit one (1) set of preliminary plans to the City.
- (8) Prepare and include in plans detailed construction signing and barricade plans for traffic control and safety. Primary reliance shall be placed in the Texas Manual for Uniform Traffic Control Devices. Provisions for construction phasing shall be included.
- (9) Prepare and Include Storm Water Pollution Prevention Plan (SWPPP) in accordance with the "Storm Water Quality Best Management Practices for Construction Activities" Manual as distributed by the North Central Texas Council of Governments.
- (10) Include appropriate provisions for trench safety as determined by a soil investigation report prepared by separate geotechnical engineers.
- (11) Revise and resubmit copies as needed upon review and comment by the City.
- (12) Prepare a detailed Opinion of Probable Cost.
- (13) Prepare and furnish to the City a mylar copy and one (1) print of approved plans, specifications and proposal forms using City-approved documents.
- (14) Attend Pre-Bid and Pre-Construction Conferences and assist the owner as needed to interpret, clarify, or expand the bid documents. Issue addenda as needed.
- (15) Provide computer disks of the completed project files in approved Microstation format to the City.

- (16) *Submit all necessary documentation for review/approval required by any federal and/or state agency and obtain any permits that may be required. Federal and state agencies may include but not be limited to Texas Department of Licensing and Regulation, Texas Department of Transportation, Federal Emergency Management Agency, Texas State Historical Society, Environmental Protection Agency, Texas Commission for Environmental Quality, etc...Obtain approval under any federal or state general permits that may apply.*
- (17) Right-of-Way strip map is subject to review by the City Surveyor.

**(E) Construction Phase:**

For the construction phase of the project, Engineer shall:

- (1) Provide a complete set of conformed plans and specifications including any addenda and modifications prior to the Pre-Construction meeting.
- (2) Provide complete horizontal and vertical control, which, in the opinion of the City, is adequate for the eventual contractor to re-establish the horizontal and vertical control network for the project.
- (3) Provide limited construction phase engineering assistance. When requested by the City, the Engineer will visit the site and consult with the City and the contractor to resolve unusual or unexpected construction problems. The Engineer shall conduct a final project inspection with the City and prepare recommendations concerning items that the Engineer observes during the final inspection that require additional work or adjustment. Provide written responses to request for information or clarifications.
- (4) Review the contractor's shop drawings and related submittals with respect to the applicability of the detailed work, when complete, to be a properly functioning integral element of the project designed by the Engineer.
- (5) *After final acceptance of construction by the City, and at the discretion of the City, the Engineer shall require an RPLS:*
  - (a) *Establish "permanent" survey monumentation for control throughout the project*
  - (b) *Establish right-of-way corridor permanent monumentation at all control points, points of intersection or deflection, points of curvature, points of tangency and intersecting street/block corners.*

**i. Definitions:**

- 1. *"Permanent" survey monumentation is described as a 3-1/4" aluminum domed top disc for 5/8" rebar (Barnetsen #RBD5325) set in concrete per City specifications.*
- 2. *Control monumentation shall bear the inscription "CONTROL".*
- 3. *Right-of-Way monumentation shall bear the inscription "RIGHT-OF-WAY".*

- (6) Prepare Record Drawings based upon mark-ups and information provided by the City Inspector. Submit the Record Drawings with the as-built changes noted and the date and signature of the Engineer in PDF format to the City Inspector. The page size shall be 22" x 34" with a minimum resolution of 300 dpi. The PDF's must be free from objectionable background, rotated properly and stored in a separate folder on the CD/DVD. The submittal shall also include the record drawings in a Microstation format.

### **Section 3: Time of Completion.**

The prompt completion of this project is critical to the progress of the City of Garland Capital Improvements Program. Unnecessary delays to the project shall be grounds for dismissal of the Engineer and termination of this Contract without any or further liability to the City other than a prorated payment for necessary, timely and conforming work done on the project prior to the time of termination. Engineer proposes to complete the Preliminary Phase, Surveying and Design Phases for the entire project within 180 calendar days. Upon request by the City, the engineer will prepare a revised schedule.

### **Section 4. Professional Liability Insurance.**

Prior to the commencement of the design phase under this Contract, Engineer shall obtain professional liability insurance coverage in an amount of at least \$1,000,000.00 aggregate per year. Engineer shall maintain such coverage during all phases of engineering services under this Contract and for one (1) year after substantial completion of the project. The City shall be supplied with a certificate of such coverage, which shall provide for a thirty-(30) day notice to the City, by certified or registered mail, of cancellation, non-renewal, or material alteration.

### **Section 5. Compensation.**

#### **(A) Basic Services:**

The Engineer's percentage rate for computation of compensation for the Preliminary Phase, the Surveying Phase, the Design Phase, and the Construction Phase will be based on the negotiated Base Fee between the City and the Engineer as depicted below.

At the date of execution of this contract, the estimated design fees are as follows:

Base Fee:	\$114,200
Geotechnical:	\$ 9,050
Survey:	\$ 33,420
<u>Unforeseen Items:</u>	<u>\$ 15,000</u>
Total Fee:	\$171,670

The fee amount identified as Unforeseen Items shall be used at the discretion of the City to pay the Engineer for unforeseen Special Services (Section 5(B)) or Additional Work (Section 6(B)) necessary for the proper design of the construction documents in accordance with the intent of this contract. No portion of this item shall be paid to the Engineer, nor shall the Engineer perform extra work, without written authorization from the

City. The City shall retain all Unforeseen Items funds not authorized during the design of the project.

Compensation shall be paid as follows:

1. Upon acceptance of Preliminary and Surveying Phases, 35% of the total compensation, less unforeseen item cost.
2. Upon acceptance of Preliminary Plans, 50% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 85%).
3. Upon acceptance of Final Plans, 10% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 95%).
4. The City shall retain the final 5% of total compensation, less unforeseen item cost, until completion of the final inspection of the Construction Phase of this contract *and "permanent" monumentation has been established* as described in Section (2(D)4) of this contract.

The Engineer may submit monthly, or less frequent, requests for payment based on the estimated completion of the described tasks and approved work schedule. This fee covers all typical cost associated with the project administration, design & development, including, but not limited to, mileage, copies, phone, labor, overhead, maintenance, printing, copying, and all other incidental costs. The Engineer must submit their request for payment using the City's forms as shown in Appendix "B" of this contract, or in a format approved by the City.

#### (B) Special Services:

The Engineer's compensation for "special services" shall be based on the "Engineer's Established Hourly Rates" a copy of which is attached hereto as Exhibit "B". Statements for special services may only be submitted on a monthly basis. The Engineer shall advise the City in advance when 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. As used in this Contract, the term "special services" means:

1. Additional land surveys to establish project boundaries that require the surveyor to access properties beyond those adjacent to the project.
2. Preparation of any special reports required for marketing of bonds.
3. Appearances before regulatory agencies other than the City.
4. Assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the Project.
5. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by the Owner.

6. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
7. Detailed mill, shop and laboratory inspection of materials or equipment.
8. Preparation of estimates and Engineer's rolls necessary for assessments.
9. Additional copies of reports and specifications (over agreed number) and additional blueprint copies of drawings (over agreed number).
10. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
11. Preparation of environmental statements and assistance to the City in preparing for and attending public hearings.
12. As a result of the creation of new right-of-way, the surveyor shall establish and monument right-of-way geometry and new property corners for adjoining parcels upon completion of project. New monumentation shall conform to the minimum technical standards of the Texas Board of Professional Land Surveying, or as specified by the City. A Registered Professional Land Surveyor must certify the following on the face of the project "As-Built" Right-Of-Way Map:

*A survey has been completed for the additional right-of-way shown on the accompanying map; and as of [insert completion date of survey here], all monuments found or placed defining the right-of-way geometry or right-of-way parcels have been field verified as to their existence and location as originally found or have been reset (if unstable/disturbed or destroyed) in accordance with the minimum technical standards of the Texas Board of Professional Land Surveying.*

13. On projects where no new right-of-way is acquired, upon completion of the project the surveyor shall, verify existence of, or reset, found right-of-way monumentation and property corners for adjoining parcels. New monumentation shall conform to the minimum technical standards of the TBPLS and City specifications. A Registered Professional Land Surveyor must certify the following on the face of the project "As-Built" Right-Of-Way Map:

*A retracement survey has been completed of the right-of-way shown on the accompanying map; and as of [insert completion date of survey here], all monuments found or placed defining the right-of-way geometry or existing adjoining parcels have been field verified as to their existence and location as originally found or have been reset (if unstable/disturbed or destroyed) in accordance with the minimum technical standards of the Texas Board of Professional Land Surveying.*

14. Acquisition of individual federal or state permits that may be required. (Note: This does not apply to federal or state general permits.)
15. Easements or parcel descriptions in addition to those specified in Section 2(C)(5).

**(D) Records of Expenses:**

Engineer shall maintain reasonably detailed records of all work done on behalf of the City under this Contract and of all expenses incurred for which Engineer seeks payment or reimbursement and shall promptly provides such records to the City upon request.

**Section 8. Changes to the Project and Additional Compensation.**

**(A) Changes to Work:**

The Engineer shall make such revisions in the work included in this Contract, which has been completed as are necessary to correct any errors when required to do so by the City. No additional compensation shall be paid for such work. If the City finds it necessary to request 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 not within the description of the "Scope of Services" to be provided by the Engineer under this Contract and not otherwise constituting special services must be approved by supplemental agreement to this Contract by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work on the same basis as covered under "Compensation" and as provided under a supplemental agreement. The fixed fee shall be adjusted if additional work is approved by supplemental agreement and performed by the Engineer.

**Section 7. Miscellaneous Provisions.**

**(A) Subletting:**

The Engineer shall not sublet or transfer any portion of the work under this Contract unless specifically approved in writing by the City. Subcontractors shall comply with all provisions of this Contract. The approval or acquiescence of the City in the subletting of any work under this Contract shall not relieve the Engineer of any responsibility for work done under this Contract.

**(B) Ownership of Documents:**

Upon completion or termination of this Contract, 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 sketches, charts, calculations, plans, specifications and other data prepared under this Contract shall be made available, upon request, to the City without restriction or limitation on the further use of such materials. The Engineer may, at the expense of the Engineer, have copies made of the documents or any other data furnished to the City under this Contract.

**(D) Engineer's Seal; Warranty:**

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. Engineer warrants that all work and services provided under this Contract will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession.

**(E) 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 or administrative bodies in any matter affecting the performance of this Contract, 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.

**(F) Status of Engineer:**

Engineer acknowledges that Engineer is an independent contractor of the City and that Engineer 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.

**(G) 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 Contract. 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 this Contract) for any of the services performed by Engineer under or related to this Contract. 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 this Contract.

**(H) Right To Audit:**

The City shall have the right to examine and audit the books and records of the Contractor at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: 1) the substantiation and accuracy of any payment required to be made under this agreement; and 2) compliance with the provisions of this agreement.

**Section 8. Termination of Contract. This Contract may be terminated:**

1. By mutual agreement and consent of both Engineer and City.

2. 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 Contract in a timely or satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Engineer.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth in the "Scope of Services".
4. By the City, for reasons of it's own and not subject to the mutual consent of the Engineer, upon not less than thirty- (30) days written notice to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

Should the City terminate this Contract, 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. In determining the value of the work performed by the Engineer prior to termination, the City shall be the sole judge. Payment for work at termination will be based on work satisfactorily completed at the time of termination.

If the Engineer defaults in performance of this Contract or if the City terminates this Contract for fault on the part of the Engineer, the City will give consideration to the actual costs incurred by the Engineer in performing work to date of default, the value of the work which is 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 which affect the value to the City of the work performed at time of default.

If the termination of this Contract is due to the failure of the Engineer to fulfill a contract obligation, the City may take over the project and prosecute the work to completion by contract or otherwise. In such case, the Engineer shall be liable to the City for any additional cost incurred by the City in completing such work.

#### **Section 9. Indemnification**

**Engineer agrees to indemnify and hold harmless the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against 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, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from, or in any manner relating to the negligent performance of services or goods performed or provided by Engineer and expressly including those arising through strict liability, those arising under the constitutions of the United States and Texas. The indemnity provided by this section expressly EXCLUDED any indemnity for any claim caused by the negligence or other fault of any indemnified party, to the fullest extent consistent with the provisions of Sec. 271.904 of the Texas Local Government Code.**

#### **Section 10. Notices**

Any notice required or desired to be given from one party to the other party to this Contract 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 11. No Assignment**

Neither party shall have the right to assign that party's interest in this Contract without the prior written consent of the other party.

#### **Section 12. Severability**

If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract 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 Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

#### **Section 13. Waiver**

Either City or the Engineer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Contract 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 14. Governing Law; Venue**

This Contract 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 Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas.

#### **Section 15. Paragraph Headings; Construction**

The paragraph headings contained in this Contract 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 Contract and this Contract shall not be construed either more or less strongly against or for either party.

#### **Section 16. Binding Effect**

Except as limited herein, the terms and provisions of this Contract 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 17. Gender**

Within this Contract, 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 18. Counterparts**

This Contract 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 19. Exhibits**

All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

#### **Section 20. Entire Agreement**

It is understood and agreed that this Contract 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 Contract exist. This Contract cannot be changed or terminated orally.

#### **Section 21. Relationship of Parties**

Nothing contained in this Contract 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 Contract 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 Contract.

**Section 22. Dispute Resolution.**

*Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the City within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not reasonably resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the City whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.*

**EXECUTED** on the dates indicated below but deemed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**CITY:**

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

**ENGINEER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

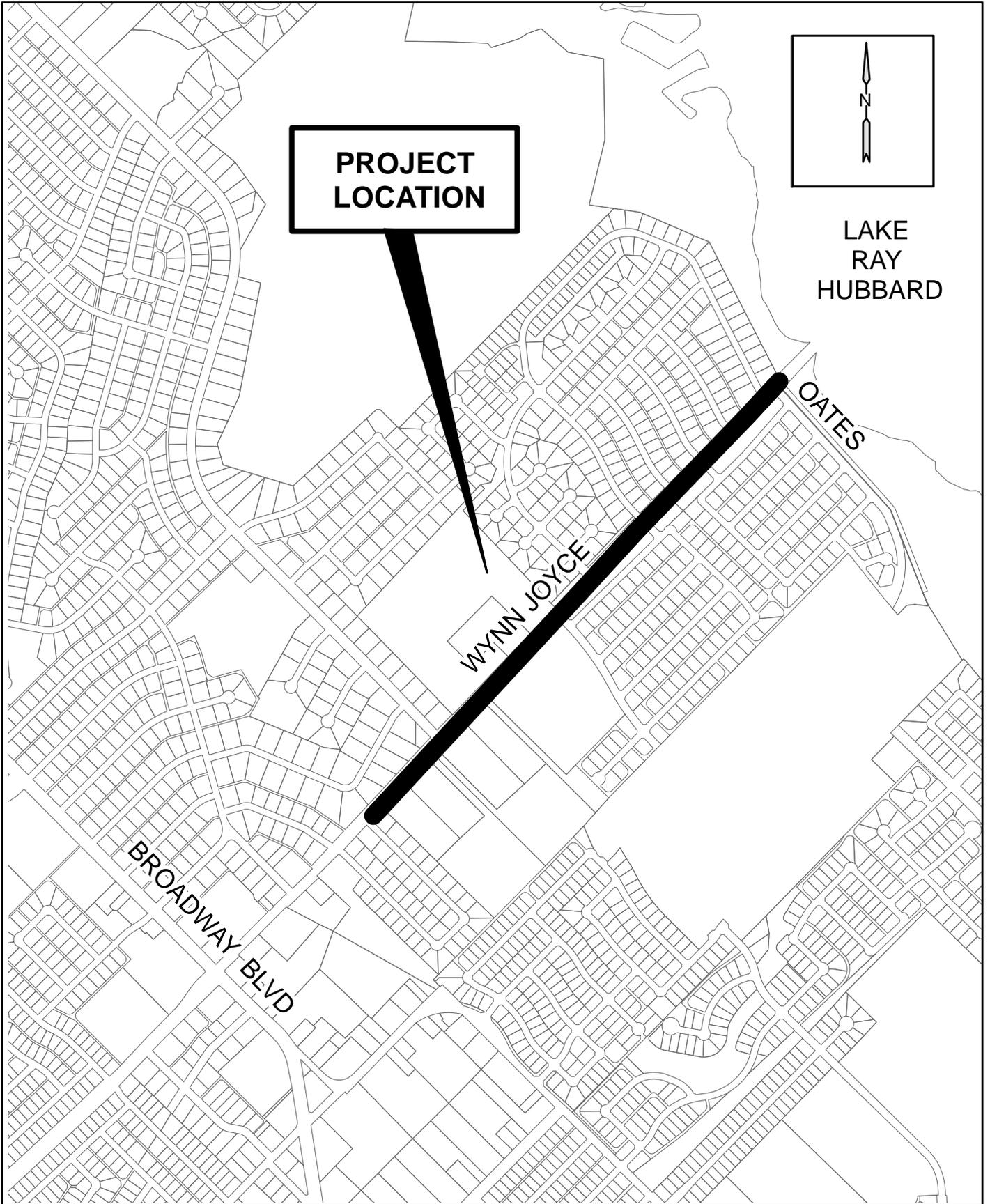
**ADDRESS FOR NOTICE:**

**CITY:**

City of Garland  
Engineering Department  
P.O. Box 469002  
Garland, Texas 75046-9002  
(972) 205-2170

**ENGINEER:**

Freese and Nichols, Inc.  
618 W. State Street  
Garland, Texas 75040  
  
(469) 326-2700



**WYNN JOYCE LIFT STATION REMOVAL  
& GRAVITY SANITARY SEWER MAIN**

Scale: NTS  
 File: WynnJoyce  
 Date: 01/30/2014  
 Drawn: COG

SHEET  
 1  
 OF  
 1





Meeting: Regular Meeting

Date: February 18, 2014

# Policy Report

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## ROADWAY IMPACT FEE WAIVER FOR GENESIS SYSTEMS, INC.

### ISSUE

Genesis Systems, Inc. is requesting a waiver of the roadway impact fee for development of property located at the northwest corner of Nicholson and Marquis Drive (Lot 2R, Block 4, Northgate Business Park V).

### OPTIONS

1. Provide a full or partial waiver of the roadway impact fee.
2. Do not waive the roadway impact fee for the proposed development.

### RECOMMENDATION

City Council direction is requested.

### COUNCIL GOAL

Sustainable Quality Development and Redevelopment

### BACKGROUND

Genesis Systems, Inc. is proposing to construct a 12,500 square foot corporate office and warehouse building on the subject property which is zoned in the Industrial 1 (I-1) district. Genesis Systems is a distributor of valve and valve automation products. Based on the proposed size, location and use of the building, roadway impact fees in the amount of \$11,705 would be due. The applicant is requesting a waiver of this fee to mitigate development costs.

### CONSIDERATIONS

1. Section 31.165 of the City of Garland's Impact Fee Ordinance, Ordinance No. 5852, provides for a waiver of impact fees "If the City Council determines that a waiver of impact fees for the new development will result in significant economic benefits for the City that substantially exceed the likely amount of impact fees

that would otherwise be payable by providing an incentive for capital investment in the city and the creation or retention of jobs”.

2. The applicant has indicated that the proposed development will bring 18 new jobs to Garland.

**ATTACHMENT(S)**

Request from Genesis Systems, Inc.

Submitted By:

Anita Russelmann  
Director of Planning

Date: February 10, 2014

Approved By:

William E. Dollar  
City Manager

Date: February 11, 2014



# City Council Item Summary Sheet

Work Session

Date: February 18, 2014

Agenda Item

## Boards and Commissions

### Summary of Request/Problem

Council is requested to consider appointments to Boards and Commissions.

### Recommendation/Action Requested and Justification

Submitted By:

Approved By:

William E. Dollar  
City Manager



# Board & Commission Application

Please Print or Type. **PLEASE DO NOT SEND RESUME** FEB 10 2014

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

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

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

Full Name: ERIC DEAN STUYVESANT

Home Address: 1212 W. AVE E Bus. Address: \_\_\_\_\_

City, State, Zip: Garland, TX 75040 City, State, Zip: \_\_\_\_\_

Home Phone: 214.901.0223 Phone (Other): \_\_\_\_\_

Email Address: ERICDSTUYVESANT@GMAIL.COM

Resident of Garland for 5 years Resident of Texas for 5 years

Are you a registered voter in Dallas County?  Yes  No

Voter Registration No. 1168159446 Precinct No. 1711 City Council District No. 2

Have you ever been convicted of a felony?  Yes  No

Have you ever been convicted of a Class A misdemeanor?  Yes  No

Please list any experience that qualifies you to serve in the areas you have indicated.

LAND CARE AND LANDSCAPE PROFESSIONAL

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

South Garland TIF 2011-2013

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

Member of Garland Masonic Lodge Church Advisory Board For F.U.M.C. Board Member South Garland Little League 2010-2013

What is your educational background?

ATTENDED UNIVERSITY OF AKRON.

What is your occupational experience?

LANDSCAPE & LAND CARE

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

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

[Signature]  
Signature of Applicant

### FOR OFFICE USE ONLY

Ad Valorem Tax Status Current  Past Due

Status of Utility Accounts Current  Past Due

Suit/Claim Filed in City Secretary's Office Yes  No

Signatures  
CV 2/10/14  
Tax Clerk  
CV 2/10/14  
Accounting Clerk  
CV 2/10/14  
City Secretary

Date Appointed \_\_\_\_\_

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

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



**GARLAND**  
TEXAS MADE HERE

# Board & Commission Application

**CITY OF GARLAND**  
**RECEIVED**  
FEB 06 2014  
**CITY SECRETARY**

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

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

Board or Commission of first, second, and third choice: (\*\*Garland Youth Council has a separate application)

- Board of Adjustment 2  Garland Cultural Arts Commission  Parks and Recreation Board
- Building and Fire Codes Board 3  Garland Youth Council \*\*  Plan Commission \*
- Citizens Environmental and Neighborhood Advisory Committee  Housing Standards Board  Plumbing and Mechanical Codes Board
- Community Multicultural Commission  Library Board  Senior Citizens Advisory Committee
- Electrical Board

Full Name: Edward Eugene Moore  
 Home Address: 1601 Skyline Dr. Bus. Address: \_\_\_\_\_  
 City, State, Zip: Garland City, State, Zip: TX 75043  
 Home Phone: 972-240-8913 Phone (Other): \_\_\_\_\_  
 Email Address: EMoore4264@aol.com

Resident of Garland for 9 years Resident of Texas for 65 years  
 Are you a registered voter in Dallas County?  Yes  No  
 Voter Registration No. 1088467002 Precinct No. 8714 City Council District No. 3  
 Have you ever been convicted of a felony?  Yes  No  
 Have you ever been convicted of a Class A misdemeanor?  Yes  No

Please list any experience that qualifies you to serve in the areas you have indicated.  
1. SERVICE PASTOR, THE UNITED METHODIST CHURCH - RELIGION'S RACE RELATIONS  
2. EEOC REPRESENTATIVE, DEPARTMENT OF JUSTICE - BUREAU OF PERSONS  
3. ASSET MANAGEMENT, FORESTALMONT, BOEN STARR, INC.  
 If you have served on a City Board or Commission, please specify and list dates of service.

N/A  
 List civic or community endeavors with which you have been involved.  
1. PRESIDENT/DIRECTOR, EUGENIA LACE ESTATES HOME OWNERS ASS., HOSPITALITY  
2. COMMUNITY GARAGE SALE, NATIONAL MEAT OUT, TEENK OR TEENS, VEGAN/VEGETARIAN SPENDING FUND  
 What is your educational background? AA - EL CENTRO JR. COLLEGE; BA - BISHOP COLLEGE;  
MA - LEXINGTON THEOLOGICAL SEMINARY; DMIN - UNITED THEOLOGICAL SEMINARY

What is your occupational experience? LAW ENFORCEMENT; PEDIATRY; FINANCIAL PLANNING;  
ASSET MANAGEMENT; COUNSELING; SENIOR PASTOR; CHILD DAY CARE DIRECTOR;  
OWNER/CEO NON-PROFIT YOUTH CENTER  
 \* Plan Commission members must own property within the city.

I hereby affirm that all statements herein are true and correct. [Signature]  
 Signature of Applicant

### FOR OFFICE USE ONLY

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

Signatures CV 2/10/14  
 Tax Clerk  
CV 2/10/14  
 Accounting Clerk  
CV 2/10/14  
 City Secretary

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