



AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
September 16, 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 Duckworth Building is wheelchair accessible. Special parking is available on the north side of the building on Austin Street and may be accessed by a sloped ramp from the street 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

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

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

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 August 28, 2014 Special Meeting and September 2, 2014 Regular Meeting.
2. A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.

Zoning File No. 14-32, Gonzalez & Schneeberg

Consider an ordinance amending the zoning laws of the City of Garland by approving an amendment of Planned Development District 86-34 for Shopping Center Uses, an amendment of the Concept Plan, and a Detail Plan for a Medical Office/Clinic on a 1.169-acre tract of land located on the west side of Murphy Road, approximately 450 feet north of the intersection of Murphy Road and East Campbell Road.

3. Consider an ordinance authorizing the issuance of “City of Garland, Texas Tax Notes, Series 2014”; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said notes, including the approval and

execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date.

At the August 18, 2014 Work Session, Council considered authorizing the issuance of tax notes in the amount of \$5.5 million to provide funding for street improvements plus debt issuance costs. Tax notes will not increase the General Obligation Debt Service tax rate because of savings realized from the commercial paper program.

- 4. Consider by minute action authorizing the City Manager to execute an alignment study contract with Huitt-Zollars, Inc. in the amount of \$183,259.**

Funding for the design of Bobtown and Waterhouse Roads was included in the approved 2014 Capital Improvement Program. Staff has negotiated a contract with Huitt-Zollars, Inc. for an alignment study in the amount of \$183,259. The contract will include the alignment study, including related survey and environmental work. The limits of the project are Bobtown Road from Rowlett Road to Waterhouse Boulevard, and Waterhouse Boulevard from Bobtown Road to Hayman Drive.

- 5. Consider by minute action authorizing the City Manager to execute a design contract with Teague Nall & Perkins, Inc. in an estimated amount of \$491,600.**

Funding for the drainage, water, and sewer improvements was included in the approved 2014 Capital Improvement Program. Staff has negotiated a contract with Teague Nall & Perkins, Inc. in an estimated amount of \$491,600 to begin the design process. The contract will include the design, geotechnical, and survey services for drainage, water, sanitary sewer, and paving improvements in the vicinity of Parkmont Drive. The limits of the project are Saturn Road, Kingsley Road, Glenbrook Drive, and Saturn Springs Drive.

- 6. Consider an ordinance amending Section 50.31 of Chapter 50, "Utility Rates and Fees", of the Code of Ordinances of the City of Garland.**

At the September 15, 2014 Work Session, Council was scheduled to consider amending Section 50.31 of Chapter 50 of the Code of Ordinances in recognition of the recently approved interim wholesale electric transmission rates by the Public Utility Commission of Texas (PUCT), as well as amending Section 50.31 to reference the effective wholesale electric transmission tariffs filed by the City under the jurisdiction of the PUCT.

7. **Consider a resolution rescheduling the October 6, 2014 Regular Meeting of the City Council.**

This year, Texas will celebrate National Night Out on Tuesday, October 6, 2014, which is also the first regularly scheduled Council meeting in October. At the September 15 Work Session, Council was scheduled to consider rescheduling the October 6 Regular Meeting to October 5 in order to allow the Mayor and Council members the opportunity to participate in local National Night Out activities in the community.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

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

8. **Consider by minute action appointing a representative to the Garland Housing Finance Corporation board of directors.**

Council is requested to appoint a representative to the Garland Housing Finance Corporation board of directors to serve a term ending August 31, 2020. The applicants, Dolores Elder-Jones and Chris Luna, were scheduled to be interviewed by Council at the September 15, 2014 Work Session.

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

- a. **Consider the application of Nandanvan One, Inc. requesting approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Planned Development (PD) District 10-05 for Central-Area 2 (CA-2) Uses. The property is located at 509 West Avenue D. (File No. 14-33, District 2)**

The proposal is for approval to allow for the continued operation of the existing 4,000 square foot gas station under new ownership.

- b. Consider the application of INU USA Inc. requesting approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Shopping Center (SC) District. The property is located at 2435 West Miller Road. (File No. 14-35, District 8)**

The proposal is for approval to allow for the continued operation of the existing 3,110 square foot gas station under new ownership.

10. Consider appointments to Boards and Commissions.

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

- *Morrison "Dale" Adams – Plumbing and Mechanical Codes Board (District 5)*
- *Perry Don Starkey – Parks and Recreation Board (District 6)*
- *Douglas Alan Williams – Housing Standards Board (District 6)*

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. 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 convened in regular session at 7:17 p.m. on Tuesday, August 28, 2014, in the Goldie Locke Room, 217 North Fifth Street, Garland, Texas, with the following members present:

Mayor	Douglas Athas
Mayor Pro Tem	Jim Cahill
Deputy Mayor Pro Tem	Marvin 'Tim' Campbell
Council Member	Anita Goebel
Council Member	Stephen Stanley
Council Member	B. J. Williams
Council Member	Billy Mack Williams
Council Member	Lori Barnett Dodson
Council Member	Scott LeMay

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

CALL TO ORDER: Mayor Athas called the meeting to order.

1. PH HELD Mayor Athas opened the public hearing to receive comment regarding the 2014-2015 Proposed Budget noting that all interested persons shall be given an opportunity to be heard for or against any item contained in the Proposed Budget. The 2014-15 Proposed Budget has been available for public inspection in the City libraries, in the City Secretary's Office, and on the City's website since August 6, 2014. A public hearing on the Proposed Budget was previously held on Tuesday, August 19, 2014. The 2014-15 Budget is scheduled for adoption on September 2, 2014.

Garland resident John Ball spoke regarding the Proposed Budget and Tax Rate: against tax increase; burden to citizens; economic conditions; trash and sewer rate increases; diminishing returns; business property vacancy rates; seek new businesses for tax relief; and read from the Book of Solomon. No one else spoke and Mayor Athas closed the public hearing.

2. PH HELD Mayor Athas noted the following: The Texas Property Tax Code, Section 26.05 (d), provides that a governing body may not adopt a tax rate that exceeds the lower of the rollback tax rate or the effective rate until the governing body has held two public hearings on the proposed tax rate and has

otherwise complied with Section 26.06 and Section 26.065. The 2014-15 Proposed Budget is based on a tax rate of 72.38 cents per \$100 of valuation, which does exceed the effective tax rate of 68.43 cents due to a 3.7% increase in taxable values and a proposed 1.92-cent increase in the tax rate.

Mayor Athas opened the public hearing to receive comment regarding the Proposed 2014-2015 Tax Rate. No one else spoke (see John Ball's comments on previous public hearing). Mayor Athas closed the public hearing.

Mayor Athas noted that this budget will raise more total property taxes than last year's budget by \$4,010,179 or 5.61%, and of that amount, \$696,540 is tax revenue to be raised from new property added to the tax roll this year.

A previous public hearing was held on Tuesday, August 19, 2014.

	<u>Proposed Tax Rate</u>		
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
O&M	39.40	1.92	41.32
Debt Service	<u>31.06</u>	<u>0.00</u>	<u>31.06</u>
TOTAL TAX RATE	70.46	1.92	72.38

There being no further business to come before the City Council, Mayor Athas adjourned the special meeting at 7:28 p.m.

CITY OF GARLAND

Signed:

Douglas Athas, Mayor

ATTEST:

Lisa Palomba, City Secretary

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, September 2, 2014, in the Goldie Locke Room, 217 North Fifth Street, Garland, Texas, with the following members present:

Mayor	Douglas Athas
Mayor Pro Tem	Jim Cahill
Deputy Mayor Pro Tem	Marvin 'Tim' Campbell
Council Member	Anita Goebel
Council Member	Stephen Stanley
Council Member	B. J. Williams
Council Member	Billy Mack Williams
Council Member	Lori Barnett Dodson
Council Member	Scott LeMay

STAFF PRESENT:

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

CALL TO ORDER: Mayor Athas called the meeting to order. Deputy Mayor Pro Tem Campbell delivered the Invocation followed by the Pledge of Allegiance.

RECOGNITIONS: Texas State House of Representative Members Angie Chen Button, Cindy Burkett, and Kenneth Sheets honored former District 5 Garland City Council Member John Willis with a Texas State House of Representatives Resolution recognizing his six years of dedicated service to the citizens of Garland. John Willis retired from the Garland City Council in May 2014 due to term limits.

Mayor Athas recognized members of Boy Scout Troop 1978 present in the audience.

PROCLAMATIONS: 1) Garland Independent School District Parent Teacher Association (PTA) Membership Week and 2) Healthy Senior Aging Month.

ANNOUNCEMENTS: 1) Garland stakeholders are invited to learn about the City's plans to help visitors and residents find their way to key public destinations within Garland. The City will present preliminary information about its Wayfinding Program Thursday, September 4, 2014 from 6 to 7:30 p.m. at the North Garland Branch Library, 3845 North Garland Avenue. More details are available at GarlandTX.gov; 2) Effective September 1, 2014, Garland Water Utilities customers will

be allowed to water their lawns with sprinklers or irrigations systems one day a week through the end of October 2014. Garland residents will be allowed to water their lawn on their designated garbage collection day; 3) September is National Preparedness Month. Garland's Office of Emergency Management is joining a variety of national, state, and local organizations, including the U.S. Department of Homeland Security, in educating the public about preparing for emergencies. Find out more at GarlandTx.gov; and 4) Anyone wishing to receive announcements about events such as this, please register for Garland E-news. Visit GarlandTx.gov and click on the E-News link at the top of the page. You can also follow us on your favorite social media platform. Check out Garland's social media links on the "We're Social" link at the bottom of our home page.

CONSENT AGENDA:

All items marked with asterisks (**) on the consent agenda were voted on at the beginning of the meeting. Mayor Athas read consent items into the record. A motion was made by Council Member B.J. Williams, seconded by Council Member Dodson, to approve items: 1; 2a; 2b; 2c; 3a; 3b; 3c; 4; 5; 6; 7 and 8. A vote was cast and the motion carried with 9 ayes, 0 nays with the exception of Items 2a and 2b which carried with 8 ayes, 0 nays (Billy Mack Williams, abstained)

1. APPROVED**

Minutes of the August 19, 2014 Regular Meeting.

2a. APPROVED**

Bid No. 4692-14 to R-Delta in the amount of \$126,100.00 with an optional contingency of \$10,210.00 for a total award of \$136,310.00 to provide professional engineering design services to produce plans, details, specifications, and bid documents for material and construction necessary to reconductor the Olinger 1 to Ben Davis and Olinger to Wylie 1 transmission lines to the Wylie Substation.

2b. APPROVED**

Bid No. 4693-14 to R-Delta in the amount of \$342,000.00 with an optional contingency of \$26,700.00 for a total award of \$368,700.00 to provide professional engineering services to produce plans, details, specifications, and bid documents for material and construction necessary to reconductor the Olinger 1 to Ben Davis Transmission line from the Wylie Substation to the Ben Davis Substation and replace the shield wire with optical ground wire.

- 2c. APPROVED** Bid No. 4694-14 to Black & Veatch Corporation in the amount of \$137,300.00 with an optional contingency of \$13,730.00 for a total award of \$151,030.00 to provide professional engineering design services for the replacement and capacity upgrade of a wood pole segment of the existing 138kV Gibbons Creek to Bryan East/Greens Prairie double circuit line located between County Road 175 and the Gibbons Creek Plan property.
- 3a. APPROVED** Ordinance No. 6721 amending the zoning laws of the City of Garland by approving an amendment to Planned Development District 83-10 for Complex for the Elderly and a Detail Plan for an Independent Senior Living Facility on a 1.030-acre tract of land located at 2101 West Walnut Street. (Zoning File No. 14-17, Sargent Design)
- 3b. APPROVED** Ordinance No. 6722 amending the zoning laws of the City of Garland by approving an amendment to Planned Development District 10-31 for Single-Family-16 Uses and an amended Concept Plan for Single Family on a 2.426-acre tract of land located at 1080 East Campbell Road. (Zoning File No. 14-28, Eric Johnson)
- 3c. APPROVED** Ordinance No. 6723 amending the zoning laws of the City of Garland by approving a change of zoning from Shopping Center District to a Planned Development District for Townhouses and a Concept Plan on a 13.757-acre tract of land located northwest of the intersection of Beltline Rad and North Garland Avenue. (Zoning File No. 14-31, Harlan Properties)
4. APPROVED** Ordinance No. 6724 amending the tax roll of the City of Garland to reflect uncollected ad valorem taxes, as required by generally accepted accounting principles.
5. APPROVED** Ordinance No. 6725 amending Chapter 21, Article II, By 1) defining the process for a private emergency service provider to follow when seeking a letter of approval from the governing body of the City of Garland, 2) adding the definition of "transfer ambulance" and removing the word "licensed" from 21.27 (A) 2,3,4,5 and 21.27(B) and (C), and 3) allowing for the removal of Section 21.27 (A)(1).
6. APPROVED** Minute action authorizing the City Manager to execute Change Order No. 1 to BL 5579 in the amount of \$102,000

with APAC-Texas, Inc. to provide delivery of hot mix asphalt to Street Department asphalt paving project sites.

7. APPROVED**

Ordinance No. 6726 appointing Stephen Crane as an associate judge of the Municipal Court of the City of Garland for a two-year term and terminating the appointment of John Weddle.

8. APPROVED**

Ordinance No. 6727 amending Chapter 26, "Police-Miscellaneous", of the Code of Ordinances of the City of Garland; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland as it relates to vehicles that remain unattended in public places in excess of 48 hours.

ITEMS FOR INDIVIDUAL CONSIDERATION

9. APPROVED

Director of Planning Anita Russelmann provided the staff report related to the application of Gonzalez & Schneeberg requesting approval of 1) an amendment to Planned Development District 86-34 for Shopping Center Uses, 2) an amendment of the Concept Plan, and 3) a Detail plan for Medical Office/Clinic. The property is located on the west side of Murphy Road, approximately 450 feet north of the intersection of Murphy Road and East Campbell Road. (File No. 13-42, District 1)

Mayor Athas opened the public hearing to accept comment. The following persons spoke in favor of the request: Robert Schneeberg and Peter Jull, both representing the applicant. Executive Pastor of Lake Point Church John Wardell voiced concerns regarding the request. The applicants responded to Pastor Wardell's concerns. Fire Marshal Vanbuskirk also responded. Mayor Athas closed the public hearing.

Deputy Mayor Pro Tem Campbell moved, seconded by Council Member Goebel, to approve the request conditional upon 1) revisions to fire lanes reducing potential traffic flow burden to Lake Point Church and 2) addressing drainage concerns adjacent to Lake Point Church. A vote was cast and the motion carried with 9 ayes, 0 nays. Staff will bring forth a formal ordinance for consideration at a future meeting.

10. APPROVED

Mayor Athas opened the public hearing to accept comment related to the proposal of IDI Gazeley to develop a 472,238 sq. ft. state of the art industrial building designed to accommodate both manufacturers and distribution type companies already existing in the city limits, as well as new users to the North Texas industrial market. Paul Mayer, Director of Garland Economic Development Partnership provided information regarding a recommendation by the Garland Economic development Steering Committee that Council provide support of the project and provide a Chapter 380 Finance Grant in the amount of \$540,000. No one else spoke during the public hearing. Mayor Athas closed the public hearing.

Council Member Stanley made a motion, seconded by Council Member Dodson, to approve Resolution No. 10159 authorizing the City Manager to execute an economic development agreement with IDI Gazeley.

11. PH HELD

Mayor Athas opened the public hearing to receive comment regarding the 2014-2015 Proposed Budget. Garland resident Annie Dickson provided testimony. No one else spoke. Mayor Athas closed the public hearing noting that previous public hearings were held on August 19 and August 28, 2014

12. PH HELD

Mayor Athas opened the public hearing to receive comment regarding the Proposed 2014-2015 Tax Rate. No one spoke. Mayor Athas closed the public hearing noting that previous public hearings were held on August 19 and August 28, 2014. Mayor Athas then stated, "The tax rate is scheduled for adoption this evening, Tuesday, September 2, 2014."

13. APPROVED

Council Member Campbell moved, seconded by Council Member Stanley, to adopt the operating budget for fiscal year 2014-2015, providing budgetary appropriations for the various funds of the City, amending the current budget as revised, authorizing the City Manager to make adjustments.

Mayor Pro Tem Cahill moved to amend the main motion to increase the funding for street repairs as recommended by

the Ad Hoc Street Committee and to pay for the increase through reductions of the use of one-time budget surplus funds including the items listed below and/or other cost reductions to an amount equal to \$1,824,495.

- \$350,000 - Planning & Community Development
- \$130,000 – Transportation (one aerial bucket truck)
- \$120,000 - Fire Cares Program
- \$202,000 - Parks (low water crossing/equipment)
- \$350,000 - Street Equipment
- \$ 25,000 - High Speed Rail Membership
- \$ 11,000 - Council Budget
- \$370,000 - Fire Department Rescue Truck
- \$214,377 - Fire Cares (3) Personnel
- \$ 98,170 - Heritage Park Program and expenditures

Mayor Pro Tem Cahill's motion to amend dies due to lack of a second.

Council Member Dodson made a motion, seconded, by Council Member Goebel, to postpone action regarding the budget to the next regular meeting. Discussion was held. A vote was cast and the motion to postpone failed with 3 ayes, 6 nays (Athas, Cahill, Campbell, B.J. Williams, Stanley, and Billy Mack Williams)

Mayor Pro Tem Cahill made a motion to transfer \$130,000 in one-time funds for the proposed aerial bucket truck and dedicate the amount for street repairs. The motion dies due lack of a second.

Council Member B.J. Williams moved to amend the main motion by removing funding for the following items to fund street repairs:

- \$350,000 - Planning & Community Development
- \$130,000 - Transportation (one aerial bucket truck)
- \$120,000 - Fire Cares Program
- \$202,000 - Parks (\$110,00 low water crossing and \$92,000 parks equipment)
- \$350,000 - Street Equipment

- \$ 25,000 - High Speed Rail Membership
- \$ 11,000 - Council Budget
- \$370,000 - Fire Department Rescue Truck
- \$214,377 - Fire Cares (3) Personnel
- \$ 98,170- Heritage Park Program and operating expenditures

Mayor Pro Tem Cahill seconded the motion. Discussion was held among council members.

Mayor Pro Tem Cahill offered a friendly amendment to fund proposed Heritage Park Program personnel and remove \$50,000 from kennel floor repairs leaving the Heritage Program with approximately \$50,000. Council Member B.J. Williams accepted the friendly amendment. Further discussion ensued. A vote was cast and the amended motion to cut proposed one-time funded items and transfer said funds to the General Fund for street repairs failed with 2 ayes and 7 nays. (Athas, Campbell, Goebel, Dodson, LeMay, Stanley, and Billy Mack Williams)

Deputy Mayor Pro Tem Cahill made a motion to amend the main motion to remove \$335,000 from the proposed Fire Cares Program and dedicate said amount for street repairs. Council Member B.J. Williams seconded the amendment. Discussion was held. A vote was cast and the motion failed with 2 ayes, 7 nays. (Athas, Campbell, Dodson, Goebel, LeMay, Stanley, and Billy Mack Williams,)

Council Member Billy Mack Williams made a motion to remove the 1.92 cents proposed tax increase levying the tax rate at 70.46 cents. The motion dies for lack of a second.

Council Member Dodson made a motion to amend the main motion to remove the 1.92 cents proposed tax increase and postpone funding all proposed one-time funded items and to place surplus funds in escrow until future Council deliberations determine use of said funds. Council Member Billy Mack Williams seconded the motion. Council discussion was held. A vote was cast and the motion to amend the main motion carried with 5 ayes, and 4 nays. (Cahill, Campbell, B.J. Williams, and Stanley)

Mayor Pro Tem Cahill moved to amend the budget removing the \$25,000 membership fee for High Speed Rail. The motion dies due to lack of a second.

Mayor Pro Tem Cahill moved to amend the budget by reducing the proposed merit increase from 3 percent to 2 percent with the addition of a 1 percent bonus. The motion to amend dies due to lack of a second.

QUESTION CALLED

Council Member Campbell called the question.

A vote was cast on the main motion, as amended, to adopt the operating budget for fiscal year 2014-2015 as presented by the City Manager, providing budgetary appropriations for the various funds of the City, amending the current budget as revised, and authorizing the City Manager to make adjustments, holding the tax rate at 70.46 cents, postponing funding for all proposed one-time funded items and to place surplus funds in escrow until future Council deliberations determine use of said funds. A vote was cast and the motion carried with 6 ayes, 3 nays. (Cahill, B.J. Williams, Stanley) Ordinance No. 6728 approved.

RECESS

Mayor Athas called a recess at 9:51 p.m.

RECONVENE

Meeting reconvened at 10:10 p.m.

Deputy Mayor Pro Tem Campbell, seconded by Council Member Dodson, offered a substitute motion stating, "Mayor, I move to ratify the property tax rate 70.46 cents per \$100 valuation reflected in this budget." A vote was cast and the motion carried with 9 ayes, 0 nays.

Deputy Mayor Pro Tem Campbell made a motion, seconded by Council Member Dodson, stating, "Mayor, I move to approve the budget as amended." A vote was cast and the motion carried with 8 ayes, 1 nay. (Cahill)

14. APPROVED

Deputy Mayor Pro Tem Campbell stated "Mayor, I move that the property tax rate be increased by the adoption of a tax rate of 70.46 cents per \$100 valuation, which is effectively a 2.81 percent increase in the tax rate. I move first that the rate for debt service be approved in the amount of thirty-one

and six hundredths of a cent.” A vote was cast and the motion carried with 8 ayes, 1 nay. (Goebel)

Deputy Mayor Pro Tem Campbell stated, “Mayor, I move now that the rate for maintenance and operations be approved in the amount of 39 and 40 hundredths of a cent.” Council Member Dodson seconded the motion. A vote was cast and the motion carried with 7 ayes, 2 nays. (Goebel, Stanley) Ordinance No. 6729 approved.

15. Items 15a and 15b were considered together in one motion and vote. Council Member Stanley made a motion, seconded by Deputy Mayor Pro Tem Campbell, to approve Items 15a and 15b. A vote was cast and the motion carried with 7 ayes, 2 nays. (Goebel, Cahill)

15a. APPROVED Ordinance 6730 amending various sections of Section 50, “Utility Rates and Fees” of the Code of Ordinances of the City of Garland relating to fees charged for various services provided by the City.

15b. APPROVED Ordinance No. 6731 amending Chapter 21, “Fire Prevention and Protection”, of the Code of Ordinances of the City of Garland.

16. APPROVED Council Member B.J. Williams, seconded by Council Member Dodson, moved to approve Ordinance No. 6732 establishing Civil Service classifications within the Police and Fire Departments; prescribing the number of positions in each classification; prescribing the base salary and types of pay for those classifications. A vote was cast and the motion carried with 8 ayes, 1 nay. (Cahill)

17. APPOINTMENTS: The following names were place in nomination, a vote was cast and all nominations carried with 9 ayes, 0 nays.

- Gail Belton – Senior Citizens Advisory Committee (District 5)
- Larry Daniels – Plumbing and Mechanical Codes Board (District 4)
- Noelia Garcia – Housing Standards Board (District 5)
- Edwina Garner – Library Board (District 5)
- Howard Gay – Garland Cultural Arts Commission (District 5)
- LeAnn Hampton – Community Multicultural Commission (District 2)
- Guy Hull – Board of Adjustment (District 5)
- Dorothy McAllister – Library Board (District 6)

- Patsy Rogers – Parks and Recreation Board (District 5)
- Anthony Tyson – Garland Youth Council (District 4)
- Truett Wellborn – Plan Commission (District 5)

18. COMMENTS: Mary Ann Wickersham spoke regarding dissatisfaction of Garland Animal Shelter save rate goal.

There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 10:25 p.m.

CITY OF GARLAND

Signed:

Douglas Athas, Mayor

ATTEST:

Lisa Palomba, City Secretary



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance 14-32 Gonzalez & Schneeberg

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

**Anita Russelmann
Director of Planning**

Approved By:

**William E. Dollar
City Manager**

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING AN AMENDMENT OF PLANNED DEVELOPMENT (PD) DISTRICT 86-34 FOR SHOPPING CENTER USES, AN AMENDMENT OF THE CONCEPT PLAN, AND A DETAIL PLAN FOR A MEDICAL OFFICE/CLINIC ON A 1.169-ACRE TRACT OF LAND LOCATED ON THE WEST SIDE OF MURPHY ROAD, APPROXIMATELY 450 FEET NORTH OF THE INTERSECTION OF MURPHY ROAD AND EAST CAMPBELL ROAD; 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 August, 2014, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Gonzalez and Schneeberg**, 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 an amendment of Planned Development (PD) District 86-34 for Shopping Center Uses, an amendment of the Concept Plan, and a Detail Plan for a Medical Office/Clinic on a 1.169-acre tract of land located on the west side of Murphy Road, approximately 450 feet north of the intersection of Murphy Road and East Campbell Road, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 14-32

Being a 1.169 acre tract of land situated In the H. Douglas Survey, Abstract No. 1745, Dallas County, Texas; said tract being the remainder of that tract of land conveyed to Murphy/Blackburn Road Retail Joint Venture, a Texas joint venture, by deed recorded In Volume 86219, Page 3800, Deed Records, Dallas County, Texas, following the conveyance of a called 0.1825 acre tract to the County of Dallas by Special Warranty Right-of-way Deed recorded in Volume 2005070, Page 236, Deed Records, Dallas County, Texas; said 1.169 acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at an "+" cut in concrete found for the southeast corner of the herein described tract; said point being on the west right-of-way line of Murphy Road; said point also being the most easterly northeast corner of Lot 1, Block 1, Lake Pointe Church Addition, an addition to the City of Garland according to the plat thereof recorded in Instrument No. 20070037571, Official Public Records, Dallas County, Texas;

THENCE, South 89 degrees 39 minutes 46 seconds West, with a north line of said Lot 1, a distance of 172.59 feet to an "+" cut in concrete found for the southwest corner of said Murphy/Blackburn Road Retail Joint Venture tract and an interior corner of said Lot 1;

THENCE, North 00 degrees 09 minutes 11 seconds East, with an east line of said Lot 1, a distance of 298.56 feet to a 1/2-inch iron rod found for the northwest corner of said Murphy/Blackburn Road Retail Joint Venture tract and most northerly northeast corner of said Lot 1; said point being also on the south line of Lot 44, Block B, Breckinridge Farms, an addition to the City of Richardson, Collin County, Texas, according to the plat thereof recorded in Volume L, Page 469, Plat Records, Collin County, Texas,

EXHIBIT A

THENCE, North 89 degrees 44 minutes 47 seconds East, with the south line of said Block B, a distance of 168.73 feet to a 1/2-inch iron rod found for corner on said west right-of-way line of Murphy Road (110-foot wide public right-of-way);

THENCE, South 00 degrees 35 minutes 17 seconds East, with said west right-of-way line, a distance of 29831 feet to the POINT OF BEGINNING;

CONTAINING, 50,929 square feet or 1.169 acres of land, more or less.

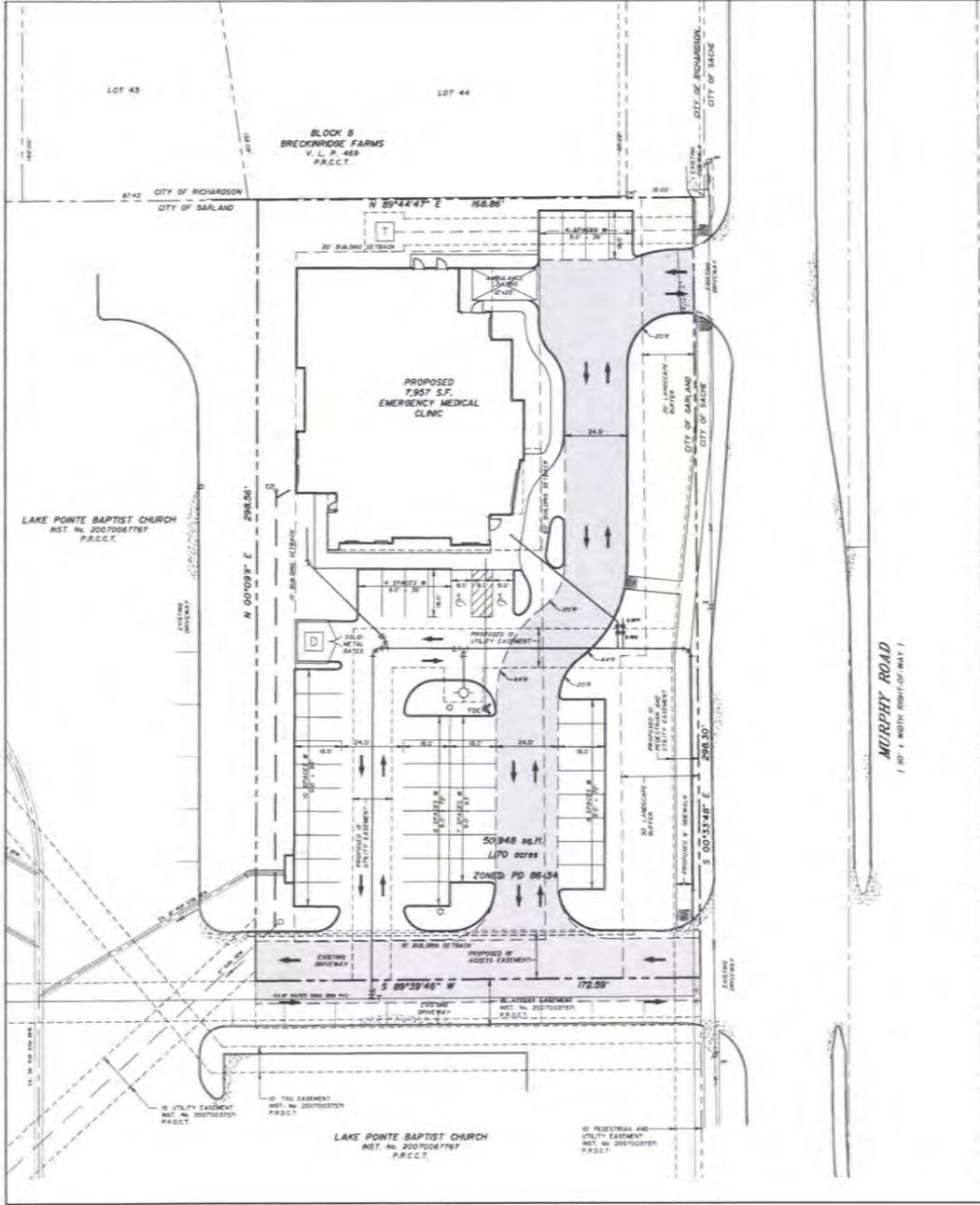
PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 14-32

On the west side of South Murphy Road, approximately 450 feet north of the intersection of South Murphy Road and East Campbell Road

- I. **Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan of a medical office subject to conditions.
- II. **Statement of Effect:** This Planned Development (PD) District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the SH 190 Development Standards and Shopping Center (SC) District set forth in Section 24, 32 and 46 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 conformance with the approved Concept Plan labeled Exhibit C.
 - B. Detail Plan: Development shall be in conformance with the approved Detail Plan labeled Exhibit C. In the event of conflict between the conditions and Detail Plan, the conditions listed below shall prevail.
- V. **Specific Regulations:**
 - A. Permitted Uses: Permitted land uses are listed in the Shopping Center (SC) District within the State Highway 190 Overlay District.
 - B. Landscape Plan: Screening along the north property line shall be in general conformance with the screening method reflected on the Landscape Plan labeled Exhibit D. The landscape buffer along Murphy Road shall have a depth of no less than 20 feet; the 20-foot landscape buffer shall comply with the tree plantings as required for a 30-foot wide landscape buffer. All other landscape requirements of the SH 190 Development Standards shall remain in effect.
 - C. Building Elevations: Exterior building elevations shall be in conformance with the approved elevations labeled as Exhibit E.
 - D. Signs: Freestanding signage shall be limited to one (1) monument sign.
 - E. Building Location: The building setback to the north property line shall not be less than 20 feet.

16-0000 Unified Property Bound/16000 Detail Plan Sheet 4.dwg, 9/4/2016 5:54:57 PM



WESTWATE ADDITION
CITY OF GARLAND
P.R.C.C.T.

PLANO APTS., L.P.
V. 98-0886
P.R.C.C.C.

MURPHY ROAD
(10' & 10' WITH RIGHT-OF-WAY)

LEGEND

- ☐ POWER POLE
- ☐ WATER METER
- ☐ WATER VALVE
- ☐ LIGHT STANDARD
- ☐ FIRE HYDRANT
- ☐ JUNCTION BOX
- ☐ POWER POLE ANCHOR
- ☐ SANITARY SEWER MANHOLE
- ☐ ELECTRIC MANHOLE
- ☐ OVERHEAD POWER LINE
- ☐ ELECTRIC METER
- ☐ TRANSFORMER
- ☐ COMPUTER
- ☐ BARRIER FREE RAMP
- ☐ FIRE LANE



LEGAL DESCRIPTION

Being a 170 acre tract of land situated in the M. Douglas Survey, Abstract No. 1745, Dallas County, Texas, said tract being the remainder of that tract of land conveyed to Murphy/Brockburn Road Retail Joint Venture, a Texas joint venture, by deed recorded in Volume 8628, Page 2805, Deed Records, Dallas County, Texas, following the conveyance of a certain 0.825 acre tract to the County of Dallas by Special Warranty Right-of-Way Deed recorded in Volume 2005070, Page 256, Deed Records, Dallas County, Texas; said 109.3 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an "L" cut in concrete found for the southeast corner of the herein described tract; said point being on the west right-of-way line of Murphy Road, said point also being the most easterly northeast corner of Lot 1 Block 1 Lake Pointe Church Addition, an addition to the City of Garland according to the plat thereof recorded in Instrument No. 2007053757, Official Public Records, Dallas County, Texas;

THENCE, South 89 degrees 39 minutes 46 seconds West, with a north line of said Lot 1, a distance of 172.58 feet to an "L" cut in concrete found for the southeast corner of said Murphy/Brockburn Road Retail Joint Venture tract and an interior corner of said Lot 1;

THENCE, North 00 degrees 09 minutes 02 seconds East, with an east line of said Lot 1, a distance of 298.26 feet to a 1/2-inch iron rod w/ "DELTA" cap found for the northwest corner of said Murphy/Brockburn Road Retail Joint Venture tract and most easterly northeast corner of said Lot 1; said point being also on the south line of Lot 46, Block 8, Brecknridge Farms, an addition to the City of Richardson, Dallas County, Texas, according to the plat thereof recorded in Volume L, Page 469, Plat Records, Collin County, Texas;

THENCE, North 89 degrees 44 minutes 47 seconds East, with the south line of said Block 8, a distance of 88.86 feet to a 1/2-inch iron rod w/ "W" cap found 1/2-inch 3/16 rod w/ cap (4-inch) found bearing South 24 degrees 45 minutes 40 seconds West, 0.17 feet for corner on said west right-of-way line of Murphy Road (10-foot wide public right-of-way);

THENCE, South 00 degrees 33 minutes 48 seconds East, with said west right-of-way line, a distance of 298.30 feet to the POINT OF BEGINNING;

CONTAINING 50,948 square feet or 1.170 acres of land, more or less.

LIST OF REQUESTED VARIANCES

1. Applicant requests a variance to Ordinance No. 5565, Sec. 34.19 (A) (2) (a) (ii) to reduce the required setback for residential occupancy from 40 feet to 20 feet.
2. Applicant requests a variance to Ordinance No. 5565, Sec. 34.20 (B) (ii) to reduce the required landscape buffer from 30 feet to 20 feet for the northern most 175 feet of the site's frontage along Murphy Road.
3. Applicant requests a variance to Ordinance No. 5565, Sec. 34.20 (C) (ii) (2) to permit the construction of an enhanced evergreen landscaping screen as defined on the landscaping plan which accompanies this request along the northern side yard subject residential zoning in lieu of the Screening Requirements of this Section.

SITE DATA TABLE

ITEM	
ZONING	PD 88-34
PROPOSED ZONING	PD 18-32
PROPOSED USE	MEDICAL CLINIC
LOT AREA - ACREAGE	1.189
LOT AREA - SQUARE FOOTAGE	50,929
BUILDING SQUARE FOOTAGE	7,357
BUILDING HEIGHT - FEET MAXIMUM	30 FEET
BUILDING HEIGHT - FEET PROPOSED	28 FEET
BUILDING HEIGHT - STORES	1 STORY
SOFT COVERAGE	25.6%
FLOOR AREA RATIO	0.158 TO 1
TOTAL PARKING REQUIRED	795/1200-40
TOTAL PARKING PROVIDED	44

HANDICAPPED PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

NOTES REGARDING DEVELOPMENT STANDARDS

1. This site shall be developed in full conformance with all applicable glare and light standards of the City of Garland.
2. This site shall be developed in full accordance with the 190 Overlay Standards for building signage and freestanding signage limitations.
3. There is one tree on this site, a 6-inch cedar and it is being removed as part of this development.
4. Per Section V. Specific Regulations: C. Landscaping: State Highway 190 Development Standards as adopted by the City Council shall be most applicable except that landscaping between parking areas per street right-of-way of Brockburn Road and Murphy Road shall be a minimum width of twenty (20) feet.

Case No. 140701-1

PRELIMINARY

NOT FOR CONSTRUCTION
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.
PLEASE REFERENCED UNDER THE DIRECT SUPERVISION OF ROBERT W. SCHNEEBERG, P.E. TEXAS REGISTRATION NO. 52002 DATE 08/04/04



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBERT W. SCHNEEBURG, P.E. IN OBSERVANCE OF THE REQUIREMENTS OF TEXAS REGISTRATION NO. 52002 DATE 08/04/04

OWNER
DR. WENDE ARMAD, TRUSTEE
ARMAD COLLEGE'S TRUST
1404 BOYWOOD COURT
LUFKIN, TEXAS 75904

APPLICANT/ENGINEER
MR. ROBERT W. SCHNEEBERG, PE
GONZALEZ & SCHNEEBERG
ENGINEERS & SURVEYORS, INC.
680 NORTH CENTRAL EXPWY., SUITE 250
PLANO, TEXAS 75074
(972) 516-8850
FAX: (972) 516-8901
email: robert.schneeberg@gsg-engineers.com

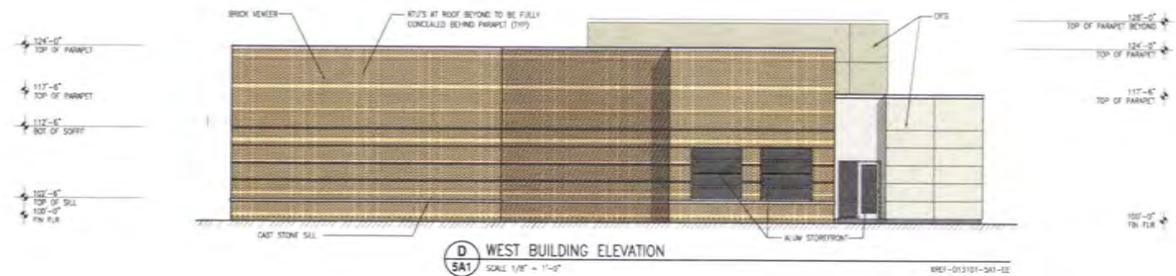
DEVELOPER:
MR. JEFFREY JUCIL
JPAC, LLC
8014 WHITE SETTLEMENT ROAD
PORT NEWIS, TEXAS 75158
(817) 248-7553
FAX: (817) 350-4596
email: jjucl@jpac.com

PREP. NO. 8200-18-01-01
Gonzalez & Schneeburg
engineers & surveyors
190 N. Central Expressway
Suite 250, Plano, Texas 75074
(972) 516-8850 Fax: (972) 516-8901

DETAIL PLAN						
MURPHY MEDICAL PLAZA						
LOT 1, BLOCK A						
CITY OF GARLAND, TEXAS						
NO.	DATE	REVISION	DESIGNER	CHECKER	DATE	NO.

EXHIBIT C

BRICK VENEER = 1,986.0 SF (79.54 %)
 EPS = 511.0 SF (25.46 %)
 TOTAL AREA = 2,497.0 SF (100.00 %)



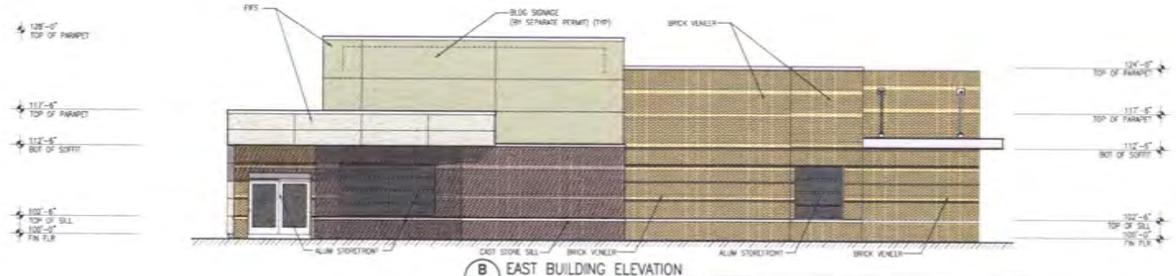
D WEST BUILDING ELEVATION
 SA1 SCALE 1/8" = 1'-0" REF-013101-541-EE

BRICK VENEER = 1,878.0 SF (86.33 %)
 EPS = 248.0 SF (13.67 %)
 TOTAL AREA = 2,126.0 SF (100.00 %)



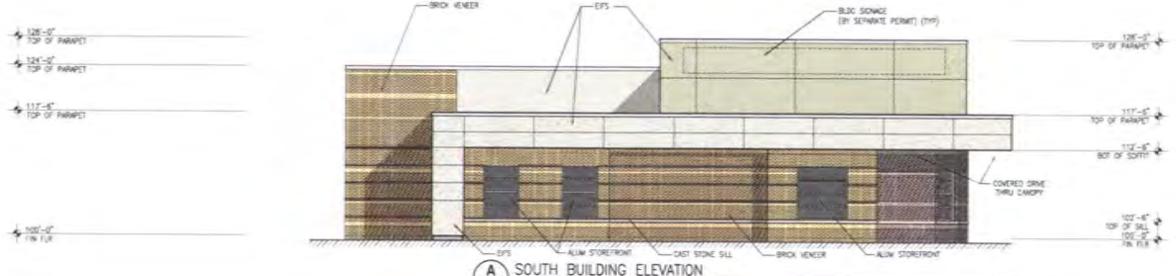
C NORTH BUILDING ELEVATION
 SA1 SCALE 1/8" = 1'-0" REF-013101-541-EE

BRICK VENEER = 1,693.0 SF (70.80 %)
 EPS = 699.0 SF (29.20 %)
 TOTAL AREA = 2,392.0 SF (100.00 %)



B EAST BUILDING ELEVATION
 SA1 SCALE 1/8" = 1'-0" REF-013101-541-EE

BRICK VENEER = 1,686.0 SF (50.46 %)
 EPS = 1,663.0 SF (49.54 %)
 TOTAL AREA = 2,349.0 SF (100.00 %)



A SOUTH BUILDING ELEVATION
 SA1 SCALE 1/8" = 1'-0" REF-013101-541-EE

BUILDING ELEVATIONS DATA TABLE		
ITEM	SQUARE FEET	%
GRAND TOTAL BRICK VENEER	6,842.0 SF	72.84 %
GRAND TOTAL EPS	2,563.0 SF	27.16 %
GRAND TOTAL BUILDING AREAS	9,405.0 SF	100.00 %

BUILDING ELEVATION PLAN
 MURPHY MEDICAL PLAZA
 LOT 1, BLOCK A
 CITY OF GARLAND, TEXAS

SCALE: 1/8" = 1'-0" DATE: SEPTEMBER 8, 2014 PROJECT NO: 014714 DRAWING NO: BUILDING ELEVATIONS



4076 JEFF BELL BLVD
 SUITE 100
 GARLAND, TX 75042
 972-661-5441
 FAX 972-661-0444



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

Issue Tax Notes, Series 2014

Summary of Request/Problem

At the August 18, 2014 Work Session, Council considered authorizing the issuance of tax notes in the amount of \$5.5 million to provide funding for street improvements plus debt issuance costs. Tax notes will not increase the General Obligation Debt Service tax rate because of savings realized from the commercial paper program.

Recommendation/Action Requested and Justification

Approve an ordinance to issue Tax Notes, Series 2014.

Submitted By:

**David Schuler
Managing Director**

Approved By:

**William E. Dollar
City Manager**



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

Alignment Study Contract – Bobtown and Waterhouse Road

Summary of Request/Problem

Funding for the design of Bobtown and Waterhouse Roads was included in the approved 2014 Capital Improvements Program.

Staff has negotiated a contract with the consulting firm Huitt-Zollars, Inc. for an alignment study referenced above in the amount of \$183,259.00. Huitt-Zollars was selected per the information provided during the City's RFQ process. The contract will cover the alignment study, including related survey and environmental work. The limits of the project are Bobtown Road from Rowlett Road to Waterhouse Boulevard, and Waterhouse Boulevard from Bobtown Road to Hayman Drive.

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

Recommendation/Action Requested and Justification

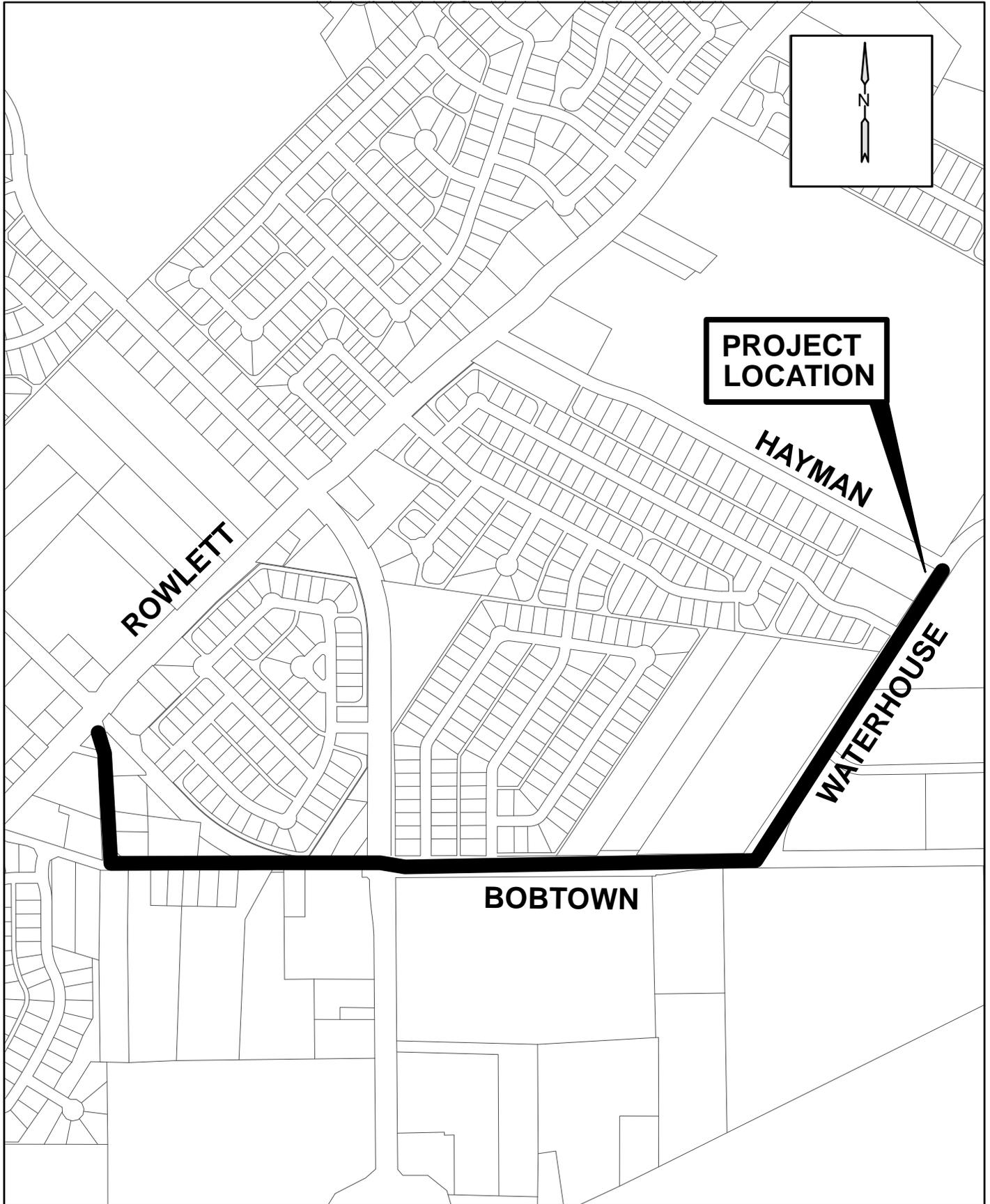
Authorize the City Manager to execute the proposed contract by Minute Action

Submitted By:

Michael C. Polocek
Director of Engineering

Approved By:

William E. Dollar
City Manager



**BOBTOWN & WATERHOUSE
ALIGNMENT STUDY**

Scale: 1"=600'
 File: Bobtown.mxd
 Date: 08/29/2014
 Drawn: GAV

SHEET
 1
 OF
 1

ENGINEERING SERVICES CONTRACT
BOBTOWN/WATERHOUSE ALIGNMENT STUDY

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

Section 1. Scope of Project (Bobtown/Waterhouse Alignment Study)

The Engineer shall provide the City with professional civil engineering and environmental services for a detailed study of three possible alignments for Bobtown Road from Rowlett Road to Waterhouse Boulevard, and one alignment for Waterhouse Road from Bobtown Road to Hayman Drive:

Bobtown Road:

- Option 1: 4-lane undivided, 45-foot wide curb and gutter section in 80 feet of ROW.
- Option 2: 4-lane divided, two 25-foot wide curb and gutter sections in variable width ROW.
- Option 3: 3-lane undivided, 37-foot wide curb and gutter sections in a minimum of 50-60 feet of ROW.
- All options above will include study of how Rosehill Road will be modified between Rowlett Road and existing Bobtown Road due to the realignment of Bobtown Road. The options will also include study of how the east end of existing Bobtown Road will be modified at its intersection with the realignment of Bobtown Road approximately 700 feet east of Rosehill Road.

Waterhouse Boulevard:

- 3-lane undivided, 37-foot wide curb and gutter section in 60 feet of ROW.

Estimated Design Fee: \$183,259.00.

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 that are reasonably necessary to complete the preliminary design.
- (2) Review previously prepared construction plans, record documents, 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, 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 an engineering report for the project in sufficient detail to indicate generally the benefits and problems involved with each of the considered options as previously determined by the City and outlined in Section 1 above. 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 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, and investigation and analysis of all federal and state permits necessary for construction. The report shall also include opinions of probable costs for the project and the recommendations of the Engineer. 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. Also include the locations of any FEMA or City 100-year floodplain (including 100-year water surface elevations) that may be impacted by this project.

- (5) Furnish the City four (4) 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 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 four (4) sets of the engineering report to the City for review for substantial completion.

(B) Surveying Phase for Design and Construction:

Not in this Contract.

(C) Design Phase:

Not in this Contract.

(D) Construction Phase:

Not in this Contract.

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 168 calendar days. Exhibit "C", Engineer's Man-Hour Estimate, includes a Bar Graph 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 per the attached Exhibit A and as depicted below.

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

Base Fee:	NTE \$97,410.00
Special Services:	NTE \$75,849.00
<u>Unforeseen Items:</u>	<u>NTE \$10,000.00</u>
Total Fee:	\$183,259.00

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, 85% of the total compensation, less unforeseen item cost.
2. Upon acceptance of Final Plans, 15% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 100%).

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.

(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 provides 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 its 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 any and all claims, demands, causes of action, judgments, liens and expenses (including reasonable attorney's fees), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental) of any conceivable character, to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier, committed by Engineer or Engineer's agent, Engineer's consultant under contract, or another entity over which Engineer exercises control, BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) 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: _____
Title: _____
Date: _____

ENGINEER:

By: 
Name: William E. Kallas, PE
Title: Vice President/Office Manager
Date: 9-2-14

ADDRESS FOR NOTICE:

CITY:

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

ENGINEER:

Huitt-Zollars, Inc.
1717 McKinney Avenue, Suite 1400
Dallas, TX 75202-1236
(214) 871-3311



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

Design Contract – Parkmont Drive – Drainage, Water, Wastewater, and Paving Improvements

Summary of Request/Problem

Funding for the drainage, water and sewer improvements was included in the approved 2014 Capital Improvements Program.

To begin the design process, staff has negotiated a contract with a local firm, Teague Nall & Perkins, Inc., in an estimated amount of \$491,600. The contract will cover the design, geotechnical, and survey services for drainage, water, sanitary sewer, and paving improvements in the vicinity of Parkmont Drive. The limits of the project are Saturn Road, Kingsley Road, Glenbrook Drive, and Saturn Springs Drive.

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

Recommendation/Action Requested and Justification

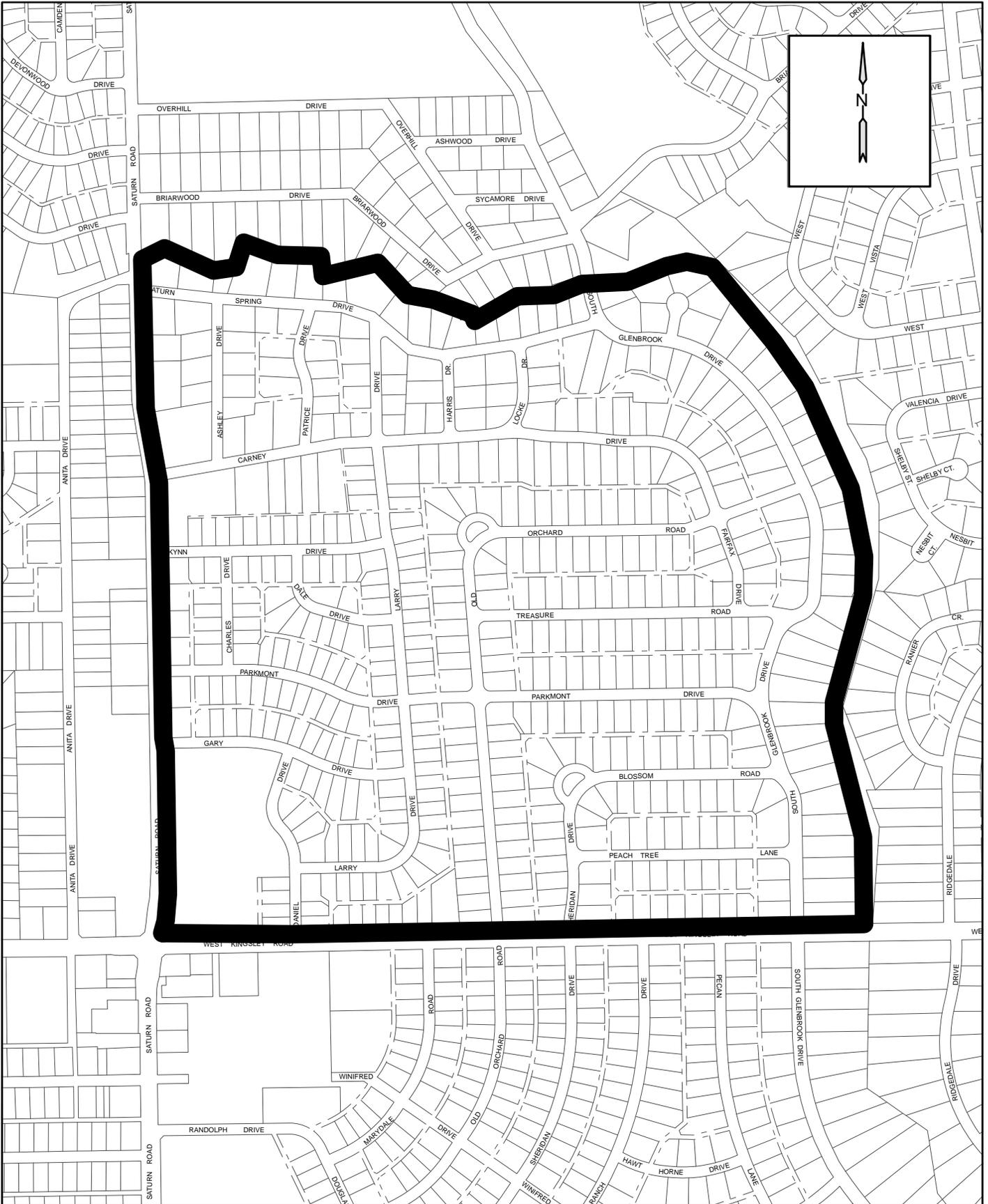
Authorize the City Manager to execute the proposed contract by Minute Action

Submitted By:

Michael C. Polocek
Director of Engineering

Approved By:

William E. Dollar
City Manager



PARKMONT DRIVE DRAINAGE

Scale: 1"=600'
 File: Parkmont
 Date: 08/29/2014
 Drawn: jmk

SHEET
 1
 OF
 1

ENGINEERING SERVICES CONTRACT

This Engineering Services Contract ("Contract") is made and entered by and between the City of Garland, Texas (the "City") and Teague Nall & Perkins, Inc. (the "Engineer")

Section 1. Scope of Project.

Provide design, geotechnical, & survey services for drainage, water, sanitary sewer, and paving improvements in the vicinity of Parkmont Drive as further detailed in the attached Teague Nall & Perkins, Inc. proposal dated August 26, 2014.

Estimated Design Fee: \$491,600

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 documents, 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, 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 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 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. 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.

- (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

Earthwork Summary

Roadway Plan & Profile

Intersection Layouts

Construction Sequencing and Traffic Control (Utilities)

Construction Sequencing and Traffic Control (Paving)

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)

Storm Lateral Profiles

Drainage Details

Technical Specifications and/or Special Provisions for the project

Roadway Cross-Sections at 50 feet intervals and the centerline of driveways.

Horizontal and vertical utility locations

All Construction Details

All contract drawings shall be submitted on 22" x 34" ('D' size) 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. 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, the number of right-of-way or easement parcels to be compensated for under Basic Services, Section 5(A) shall not exceed twenty-two (22). Parcel descriptions beyond this number will be compensated at a rate of \$1,200.00 per parcel.
- (7) Submit one (1) set of preliminary plans to the City along with an electronic PDF copy.
- (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 paper copy and a CD with a PDF copy 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 Auto-CAD 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 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 (Berntsen #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.

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 285 calendar days. Exhibit “A” is a Bar Graph 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:

Base Fee:	\$423,900
Geotechnical:	\$17,700
<u>Unforeseen Items:</u>	<u>\$50,000</u>
Total Fee:	\$491,600

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 provides 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 its 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 any and all claims, demands, causes of action, judgments, liens and expenses (including reasonable attorney's fees), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental) of any conceivable character, to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier, committed by Engineer or Engineer's agent, Engineer's consultant under contract, or another entity over which Engineer exercises

control, BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) 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 22nd day of September, 2014

CITY:

By: _____
Name: Willian 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:

Teague Nall & Perkins, Inc.
17304 Preston Road
Suite 1340
Dallas, Texas 75252
214-461-9867

August 26, 2014

Ms. Lindy Higginbotham, P.E.
City of Garland
800 Main Street
Garland, Texas 75040

Re: Proposal for Survey and Design Services for Portions of Parkmont Dr., Larry Dr., Daniel Dr., Gary Dr. and Surrounding Alleys (Drainage, Paving, Water and Sanitary Sewer Improvements)

Dear Ms. Higginbotham:

In accordance with the City’s request, Teague Nall and Perkins, Inc. (TNP) is pleased to submit the following proposal for providing surveying and engineering design services associated with the referenced project. Attached with this proposal is an “Attachment A- Scope of Services” outlining the work to be performed and deliverables. We have also attached for your reference TNP’s Standard Rate Schedule as Exhibit “B”.

As detailed in the attached Scope of Services, TNP shall provide conceptual, preliminary and final design services within project limits. Based on the level of effort calculated for this project, we respectfully request a professional services fixed fee amount of **\$441,600**.

The fees are further broken down by discipline as follows:

Base Fee

• Survey		
○ Design Topo		\$101,000
○ ROW/Easement Parcels		\$ 26,400
	Subtotal (Survey)	\$127,400
• Engineering		
○ Paving and Drainage		\$206,500
○ Waterline design		\$ 51,000
○ Sanitary Sewer Design		\$ 39,000
	Subtotal (Engineering)	\$296,500

Special Services

○ Geotechnical Services		\$ 17,700
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Total Fee **\$441,600**

TNP proposes to provide the surveying, geotechnical and engineering design associated with the project in accordance with the schedule in Exhibit “A”. A detailed project schedule will be developed in the project kick-off meeting.



In addition to the scope and fee, we have attached a preliminary Opinion of Probable Construction Cost (OPCC).

Thank you for the opportunity to be of service to the City of Garland on this exciting project. Please call me if you have any questions or need additional information. We are also available to meet, if necessary.

Sincerely,

tnp
teague nall & perkins

Chris Schmitt, P.E.
Principal

Attachments

ATTACHMENT "A"

SCOPE OF SERVICES

(2014 08 26)

The Engineer agrees to render the following professional services for the completion of the Project as outlined herein.

DESCRIPTION & SCOPE OF PROJECT

The project in general is for the improvement of portions of Parkmont Drive, Larry Drive, Daniel Drive, Gary Drive and surrounding alleys, as identified on Exhibit "C", including paving, storm drain, sidewalks, water & sanitary sewer systems. The scope for design topographic survey and engineering design services shall include the following:

- Design topographic survey for area as depicted on Exhibit "D".
- Drainage studies of the "North Drainage Basin" and "South Drainage Basin" as approximately delineated on Exhibit "C";
- Approximately 2250 LF of paving, drainage and waterline improvements along Parkmont Dr. from Saturn to approximately 365 linear feet west of Glenbrook;
- Approximately 1170 LF of paving, drainage and water line improvements along Larry from Parkmont to Daniel;
- Approximately 1110 LF of paving, drainage and water line improvements along Gary from Saturn to Larry;
- Approximately 850 LF of paving, drainage and water line improvements along Daniel from Gary to Kingsley;
- Approximately 4360 LF of new paving, drainage and sanitary sewer improvements for all alleyways bounded by Saturn, Kynn, Larry, Daniel, and Gary;
- Approximately 1330 LF of sanitary sewer improvements in the alleyways bounded by Parkmont, Old Orchard, Treasure and Glenbrook;
- Approximately 365 LF of waterline replacement along Parkmont from Glenbrook to the existing inlet, west of Glenbrook.

BASIC SERVICES

Preliminary Phase

1. The ENGINEER will perform the services outlined in Section 2, Paragraph (A) – Preliminary Phase of the Contract as modified herein.
2. The ENGINEER will arrange and attend up to two (2) preliminary conferences.
3. This Preliminary Phase will include a review of two prior drainage reports prepared by RLK Engineering (dated 2011) and Freese and Nichols (dated 2003). The project area contains two different drainage basins, approximately delineated as "North Drainage Basin" and "South Drainage Basin," on Exhibit "C". The North basin which includes the entire alley paving improvements bounded by Saturn, Parkmont, Larry and Kynn Streets, drains to the existing storm drain system in Kynn near the intersection of Dale and Kynn. The South basin includes the entire street paving improvements and drains to the existing storm drain system at the intersection of Parkmont and Glenbrook. The ENGINEER will review and study the impact of the proposed improvements to the existing drain systems at Kynn near the intersection of Dale and Kynn, and provide recommendations to address any deficiencies.

4. The ENGINEER will contact utility companies and/or 1-800-DIG-TESS to request locates of all utilities within the project limits. Any locates that are marked by others will be tied and reflected on the plans and referenced by utility name. However, ENGINEER will not furnish certified SUE plans of such utilities.
5. The Project Layout sheets and Exhibits for the Preliminary Engineering Design Report will be prepared in AutoCAD Civil 3D format.

Surveying Phase for Design and Construction

6. The ENGINEER will perform the services outlined in Section 2, Paragraph (B) – Surveying Phase for Design and Construction, as modified herein.
7. ENGINEER shall provide detailed topographic survey from front of house to front of house along Parkmont, Larry, Gary, Daniel and Kynn. Features such as bushes, flowerbeds or any other pertinent features within the survey limits will be located. Fences, gates, bushes and other visible features within the alleyways will be located. The general area of topographic survey is shown on Exhibit “D”.
8. Survey shall include horizontal and vertical location of right-of-way, existing above ground features and visible utility appurtenances throughout the project area including, but not limited to the following:
 - a) Establishment of a control network utilizing GPS and City of Garland published datum. The horizontal datum will be NAD 83 (CORS96 Epoch 2002.00) and NAVD 88 for vertical datum. All coordinates and distances will be scaled to surface by a Surface Adjustment factor of 1.0001500600 to accommodate previous projects in the vicinity.
 - b) Establishment of vertical control benchmarks within the project limits on existing concrete structures (minimum of 2).
 - c) Identify properties by property owner, address and/or business name as shown on property appraisals or tax records.
 - d) Tie benchmarks to as-built plans for correlation of datum.
 - e) Tie right-of-way lines, property lines and corners.
 - f) Locate and tie edges of existing pavement (with roadway cross sections).
 - g) Locate and tie buildings, fences and other visible surface features.
 - h) Locate and tie trees 3 inches in diameter and larger.
 - i) Locate and tie all water appurtenances such as water valves, water meters and fire hydrants.
 - j) Locate and tie all sanitary sewer appurtenances such as cleanouts and manholes.
 - k) Locate and tie drainage structures, channels, swales, ponds and creeks.
9. Subsurface Utility Engineering (S.U.E.) services have not been included in this scope at the request of the CITY, therefore limited information will be available and reflected in the plans

- regarding the location of existing utilities. The ENGINEER will contact utility companies and/or 1-800-DIG-TESS to request locates of all utilities within the project limits. Any locates that are marked by others will be tied and reflected on the plans and referenced by utility name. However, ENGINEER will not furnish certified plans of such utilities.
10. A "Strip Map" will be prepared to include the features delineated in the Survey Phase and the exhibits required for the easement parcels anticipated here in the Design Phase.
 11. Project Control Map Sheets will be created indicating the location of all property corners utilized to establish the project ROW.

Design Phase

12. The ENGINEER will perform the services outlined in Section 2, Paragraph (C) – Design Phase of the Contract as modified herein.
13. The plans and contract drawings will be prepared in AutoCAD Civil 3D format.
14. No Right-of-Way Map will be prepared by ENGINEER. A "Strip Map" will be prepared to include the features delineated in the Survey Phase and the exhibits required for the easement parcels anticipated here in the Design Phase.
15. The ENGINEER will prepare Construction Sequencing Plans and Traffic Control Plans for the Project. The Construction Sequencing and Traffic Control Plans will be combined for utilities and paving.
16. No Street Lighting improvements are included in this project.
17. No Traffic Signalization improvements are included in this project.
18. The ENGINEER will prepare Erosion Control Plans; however, no Storm Water Pollution Prevention Plan will be prepared. The successful bidder (Contractor) will be required to supply and submit a formal SWPPP to TCEQ as owner and operator of the construction project.
19. No Culvert Layouts sheets are anticipated in the design of this project.
20. No Channel Improvements (Channel Cross-Sections) are anticipated in the design of this project.
21. Subsurface Utility Engineering (S.U.E.) services have not been included in this scope at the request of the CITY, therefore limited information will be available and reflected in the plans regarding the location of existing utilities.
22. City Standard Construction Details will be referenced in the plans. Special details that may be required will be prepared by the ENGINEER and included in the contract drawings.
23. No Trench Safety plans will be prepared by the ENGINEER
24. The number of right-of-way or easement parcels anticipated for this project is twenty-two (22). Parcel descriptions beyond this number will be compensated at a rate of \$1,200 per parcel. The ENGINEER will prepare documents consisting of a Parcel Description Exhibit and a Parcel Map Exhibit for acquisition by others.

25. The ENGINEER will attend up to six (6) review meetings with the CITY during the Design Phase of the project, including design review meetings at the 30%, 60% and 90% plan submittals.
26. The ENGINEER will furnish to the CITY up to five (5) paper copies, along with electronic pdf files of the approved plans, specifications and proposal forms.
27. The ENGINEER will select drawing scales of the various sheets to clearly illustrate the intent of the design.
28. No public meetings have been included in this scope.
29. No proposed improvements are included in this scope for the intersections of Parkmont & Saturn, Gary & Saturn, or Daniel & Kingsley.
30. No proposed improvements are included in this scope for Saturn, Kingsley or Glenbrook.
31. Traffic studies by the ENGINEER are not included in this scope and no modifications to the existing roadway signage are included.
32. No illumination study by the ENGINEER is included in this scope and it is understood that no improvements to the existing streetlight facilities are included.
33. No water modeling by the ENGINEER is included in this scope.
34. A route or alignment study by the ENGINEER for the proposed roadway, alley, water and/or sanitary sewer improvements is not included in this scope.
35. The ENGINEER will prepare & submit the required TDLR submittal for TAS/ADA review.
36. Streetscape improvements are not included in this project.

Construction Phase

37. The ENGINEER will perform the services outlined in Section 2, Paragraph (D) – Construction Phase of the Contract as modified herein.
38. The ENGINEER will 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. This review is for the benefit of the City and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the ENGINEER. Review by the ENGINEER does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
39. No full-time or part-time resident project representation by the ENGINEER is included in this scope
40. No permanent post-construction project-control monumentation or right-of-way corridor

monumentation by ENGINEER is included in this scope.

41. The ENGINEER will prepare and submit Record Drawings in AutoCAD Civil 3D and in PDF format on CD.

SPECIAL SERVICES

Geotechnical Engineering

1. Ten (10) borings along the alignment are recommended for this project design as shown on Exhibit "E". The borings will be drilled to a depth of 10 feet.
2. The borings will be advanced with a truck mounted drilling rig. The borings will be suitably placed at locations that are safe from traffic and overhead clearance. Undisturbed cohesive soil samples will be obtained using 3-inch diameter, thin-walled tube samplers pushed into the soil. Non-cohesive soil samples will be obtained using split-barrel samplers used in conjunction with the standard penetration test.
3. A field engineering assistant will coordinate with site personnel, log the borings, obtain groundwater level readings, and performed related duties. No traffic control (other than signs and cones) is included in this scope.
4. The engineering properties of the subsurface soils will be evaluated in the laboratory by tests performed on representative selected soil samples. The samples will be visually examined and classified, and representative samples will be selected for index, strength, and swell testing.
5. The following types of test will be performed. Other types of tests may be indicated by the field findings:
 - a) Moisture content and dry unit weight tests;
 - b) Atterberg limit tests;
 - c) Sieve analyses and percent passing a No. 200 sieve;
 - d) Unconfined comprehensive strength tests on soil and rock samples;
 - e) One point swell tests; and
 - f) Soil corrosivity tests.
6. The results of the field and laboratory data will be evaluated to develop geotechnical recommendations. An engineering report will be prepared and will include the following:
 - a) Plan of borings, boring logs, laboratory test results, and water level observations;
 - b) General soil and groundwater conditions at the boring locations;
 - c) Evaluation of the soil shrink-well characteristics;
 - d) Evaluation of pipe foundation soils;
 - e) Excavation, dewatering and foundation construction requirements; and
 - f) Pavement recommendations.
7. Up to two (2) hard copies and an electronic copy of the report will be provided to the CITY.

Exhibit "A"

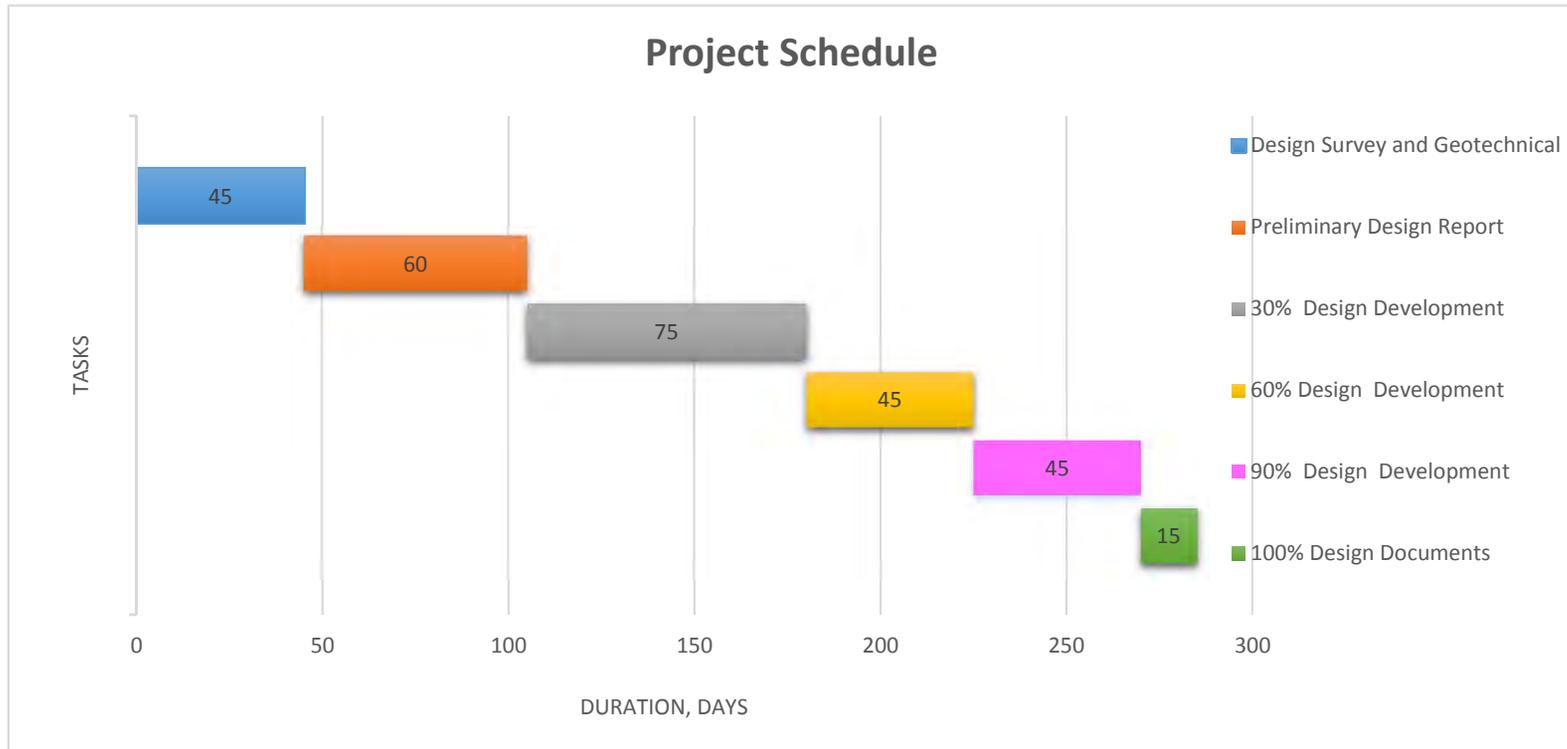




EXHIBIT "B"

TEAGUE NALL AND PERKINS, INC.

Standard Rate Schedule for Time and Expense Contracts
Effective January 1, 2014 to December 31, 2014*

Consultanting / Technical	From	-	To	
Principal	\$170	-	\$240	Per Hour
Project Manager	\$120	-	\$220	Per Hour
Senior Consultant	\$110	-	\$220	Per Hour
EIT	\$ 85	-	\$150	Per Hour
Landscape Architect / Planner	\$110	-	\$180	Per Hour
Landscape Designer	\$ 70	-	\$120	Per Hour
Designer	\$ 85	-	\$130	Per Hour
Senior Designer	\$100	-	\$160	Per Hour
CAD Technician	\$ 60	-	\$100	Per Hour
Senior CAD Technician	\$ 75	-	\$110	Per Hour
IT Consultant	\$120	-	\$150	Per Hour
IT Technician	\$ 85	-	\$120	Per Hour
Clerical	\$ 50	-	\$ 80	Per Hour
Resident Project Representative	\$ 70	-	\$120	Per Hour

Surveying

Survey Manager	\$130	-	\$190	Per Hour
Registered Professional Land Surveyor	\$120	-	\$150	Per Hour
S.I.T. / Senior Survey Technician	\$85	-	\$110	Per Hour
Survey Technician	\$70	-	\$100	Per Hour
1-Person Field Crew w/Equipment**	\$120			Per Hour
2-Person Field Crew w/Equipment**	\$145			Per Hour
3-Person Field Crew w/Equipment**	\$165			Per Hour
4-Person Field Crew w/Equipment**	\$190			Per Hour
Flagger	\$40			Per Hour
Abstractor (Property Deed Research)	\$85			Per Hour

Subsurface Utility Consultanting

Hourly Rate

SUE Consultant	\$160	
Sr. Utility Location Specialist	\$95	
Utility Location Technician	\$75	
1-Person Designator Crew w/Equipment	\$115	
2-Person Designator Crew w/Equipment	\$135	
2-Person Vacuum Excavator Crew w/Equipment	\$250	
SUE QL-A Test Hole (0 ≤ 4 ft)***	\$900	per hole
SUE QL-A Test Hole (>4 ≤ 6 ft)***	\$1,100	per hole
SUE QL-A Test Hole (>6 ≤ 8 ft)***	\$1,310	per hole
SUE QL-A Test Hole (>8 ≤ 10ft)***	\$1,530	per hole
SUE QL-A Test Hole (>10 ≤ 12ft)***	\$1,770	per hole
SUE QL-A Test Hole (>12 ≤ 14ft)***	\$2,000	per hole
Core Drill / Generator	\$750	per day

Direct Cost Reimbursable

Photocopies:	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
	\$1.00/page	letter, legal and 11" x 17" bond paper, color
Prints:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W & color
Plots:	\$0.154/sf	11" x 17" size bond paper, B&W & color
	\$0.50/sf	22" x 34" and larger bond paper or vellum, B&W & color
	\$1.00/sf	22" x 34" and larger mylar or acetate, B&W
Mileage	\$0.565/mile	Vac-Truck Mobilization fee - \$4.50 per mile (Includes one man)
Motel	\$150.00 max per night per person	
Per Diem	\$45.00 per day per person	

All Subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2014 and are subject to change in subsequent years.

** Equipment includes Truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Pricing includes 2-Person crew, designating for excavation, vehicle costs, and field supplies.



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

ORDINANCE AMENDING SECTION 50.31 OF CHAPTER 50, UTILITY RATES AND FEES, OF THE CODE OF ORDINANCES

Summary of Request/Problem

Amendment of Section 50.31 of the Code of Ordinances in recognition of the recently approved interim wholesale electric transmission rates by the Public Utility Commission of Texas (PUCT), as well as amending Section 50.31 of the Code of Ordinances to reference the effective wholesale electric transmission tariffs filed by the City under the jurisdiction of the PUCT.

In 2003, the City first included the full wholesale transmission rate tariff in its Code of Ordinances. At the time, the PUCT's jurisdiction over municipally-owned electric utility wholesale transmission rates had not been settled; therefore, the City included the wholesale transmission rate tariff in its Code of Ordinances. With the jurisdiction issue being settled in that the PUCT has jurisdiction over wholesale transmission rates, there is no need to maintain the full wholesale transmission tariff in the City's Code of Ordinances, but rather only provide a reference to the effective tariff filed with the PUCT. The recent approval of the City's interim wholesale transmission rates provides an appropriate opportunity to amend the Code of Ordinances.

This item was scheduled for Council consideration at the September 15, 2014 Work Session.

Recommendation/Action Requested and Justification

Staff recommends that Council consider approval of an amendment to Section 50.31 of Chapter 50, Utility Rates and Fees, of the Code of Ordinances.

Submitted By:

Jeff Janke
GP&L Sr. Managing Director

Approved By:

William E. Dollar
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING SEC. 50.31 OF CHAPTER 50 , "UTILITY RATES AND FEES", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Sec. 50.31 of Chapter 50, "Utility Rates and Fees", of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"Sec. 50.31 Wholesale transmission service

Wholesale transmission service may be provided to eligible transmission service customers under the terms and at the rates set forth in the most current tariff for electric service, wholesale transmission service approved by the Public Utility Commission of Texas."

Section 2

That Chapter 50, "Utility Rates and Fees", of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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

Section 4

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

PASSED AND APPROVED this the _____ day of _____, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

Rescheduling of October 6 City Council Meeting

Summary of Request/Problem

This year, Texas will celebrate National Night Out on Tuesday, October 6, 2014, which is also the first regularly scheduled Council meeting in October. At the September 15, 2014 Work Session, Council was scheduled to consider rescheduling the October 6 Regular Meeting to October 5 in order to allow the Mayor and Council members the opportunity to participate in local National Night Out activities in the community.

Recommendation/Action Requested and Justification

Approve a resolution rescheduling the October 6, 2014 Regular Meeting of the City Council to October 5, 2014.

Submitted By:

Approved By:

William E. Dollar
City Manager

RESOLUTION NO.

A RESOLUTION RESCHEDULING THE OCTOBER 6, 2014 REGULAR MEETING OF THE CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in order to allow the members of the City Council to participate in the National Night Out Against Crime, the usual schedule for the meeting of the City Council that would be held on October 6, 2014 is impracticable;

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

Section 1

That the City Council hereby establishes October 5, 2014 as the date of its first regular meeting for the month of October, 2014.

Section 2

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

PASSED AND APPROVED this the _____ day of September, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

Appointment to the GHFC Board

Summary of Request/Problem

Council will formally appoint a representative to the Garland Housing Finance (GHFC) Board to serve a term ending August 31, 2020. Applicants were scheduled to be interviewed by Council at the September 15, 2014 Work Session.

Information was posted on the City's website for 14 days in order to provide an opportunity for citizens to apply for the position. At the close of the 14-day notice period, Delores Elder-Jones and Chris Luna responded. Council is scheduled to interview Ms. Elder-Jones and Mr. Luna at this meeting.

Recommendation/Action Requested and Justification

Appoint a representative to the GHFC Board.

Submitted By:

Approved By:

William E. Dollar
City Manager



Planning Report

File No. 14-33/District 2

Agenda Item:

Meeting: City Council

Date: September 16, 2014

Nandanvan One, Inc.

509 West Avenue D

REQUEST

Approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Planned Development (PD) District 10-05 for Central-Area 2 (CA-2) Uses.

OWNER

Sahail, Inc.

PLAN COMMISSION RECOMMENDATION

On August 25, 2014 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Planned Development (PD) District 10-05 for Central-Area 2 (CA-2) Uses.

STAFF RECOMMENDATION

Approval of a Specific Use Permit for Retail Sales with Gas Pumps for a period of 20 years. The gas station is appropriately located along a major thoroughfare and its service is compatible with the surrounding area.

BACKGROUND

At the July 25, 2006 meeting, the City Council adopted Ordinance 6028, approving a change of zoning to Planned Development (PD) District 06-07 for Central Area 2 (CA-2) Uses with a Specific Use Permit for Retail Sales with Gas Pumps for the subject property. The facility has undergone changes in ownership requiring approval of a new Specific Use Permit, with the most recent request occurring in 2010 (S10-05). The subject property is once again changing ownership and the applicant is requesting approval of a Specific Use Permit for Retail Sales with Gasoline Pumps to allow for continued operation of the facility.

SITE DATA

The subject property contains approximately 1.6 acres with approximately 146 feet fronting on West Avenue D. Primary access to the convenience store/gas station is from West Avenue D. Secondary access is provided from West Avenue B through the adjacent property. The subject property consists of a

4,000 square foot building containing a convenience store, two canopies covering 8 fuel dispensers each.

USE OF PROPERTY UNDER CURRENT ZONING

The subject property is zoned Planned Development (PD) District for Central Area 2 (CA-2) Uses and is restricted to the uses permitted in the Central Area-2 (CA-2) District with the addition of Retail Sales with Gas Pumps. The Central Area-2 (CA-2) District provides for a mixture of old and new development in the downtown area and is generally surrounding the Central Area-1 (CA-1) District. Permitted uses include a broad range of office, retail, commercial, residential and institutional activities.

CONSIDERATIONS

1. The applicant is requesting a Specific Use Permit for Retail Sales with Gas Pumps to continue the operation of an existing gas station under new ownership. Currently there are no plans for expansion or for any improvements to the subject property.
2. Section 10-200 of the Comprehensive Zoning Ordinance requires 1 parking space per 200 square feet for Retail Sales with Gas Pumps. The existing convenience store contains 4,000 square feet and thus the site is required to have 20 parking spaces. There are currently 20 parking spaces on the subject property.
3. The existing signage will remain unaltered and will continue to bear the name and logo of the existing gas station operator.
4. As a condition of the Specific Use Permit approval the owner/operator shall provide a \$40,000 surety bond or similar security to the City to ensure the removal of all buildings, equipment, above-ground and underground storage tanks and/or other improvements in the event the business operations (retail sales with gas pumps) ceases operation for a period of two or more years, Section 10-309(c) of the Comprehensive Zoning Ordinance.
5. The applicant requests approval of the Specific Use Permit for a period of twenty (20) years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Compact Neighborhoods for the subject property. Compact neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. The architectural character and scale of these areas are compatible with adjacent residential development. Developments within this category are predominantly residential, but may include compatible non-residential uses.

The land use recommendation within Envision Garland reflects a long term redevelopment effort that would include the subject property and adjacent properties transitioning from non-residential to residential. The existing gas station is consistent with the existing development pattern in the area.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The land use pattern within the area surrounding the subject property is a mixture of a limited amount of retail, commercial and institutional uses. The use of the site for a convenience store with gasoline sales is compatible with the surrounding zoning and land uses.

Prepared By:

Chasidy Allen, AICP
Principal Planner

Date: September 5, 2014

Reviewed By:

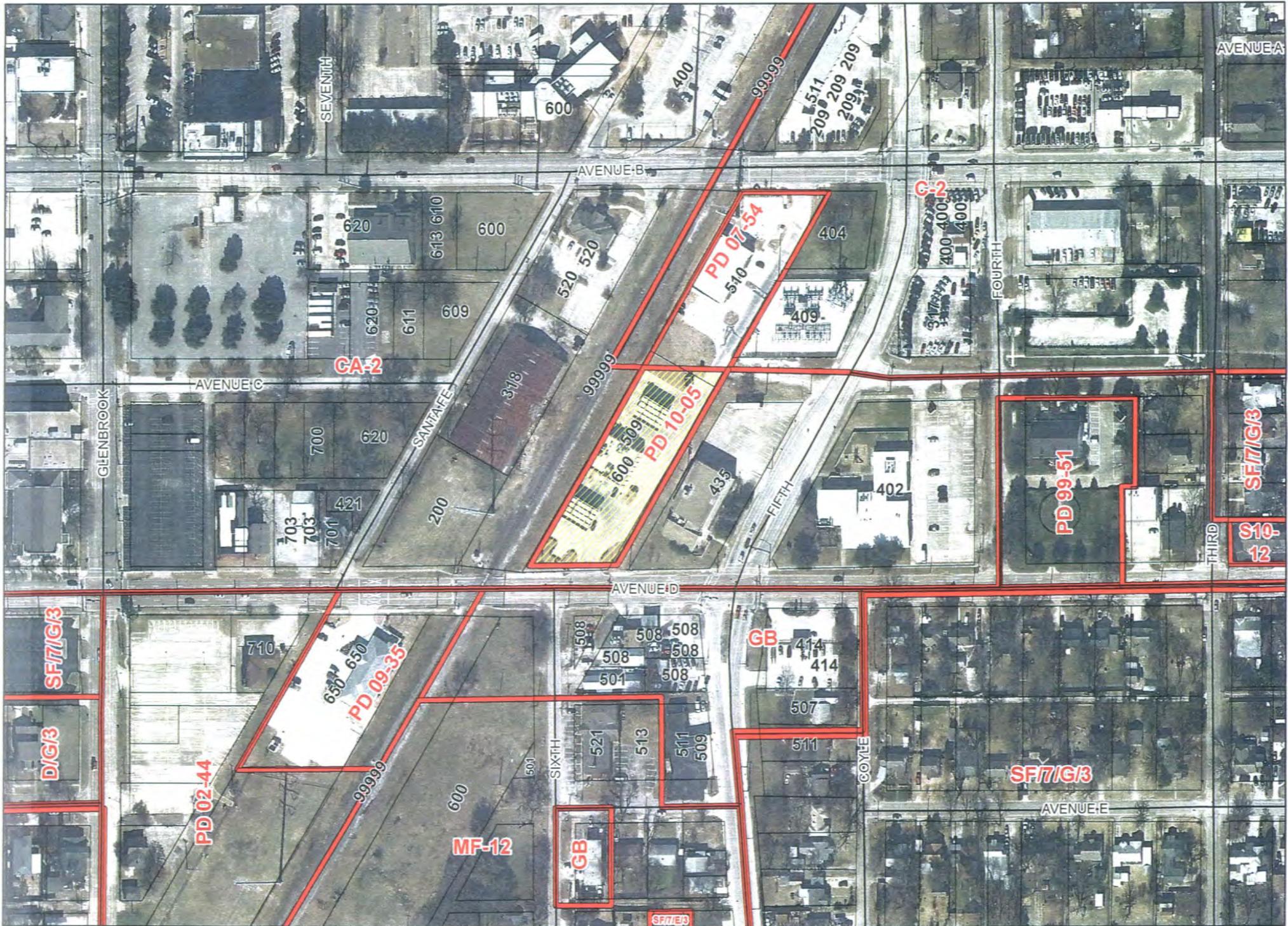
Anita Russelmann
Director of Planning

Date: September 8, 2014

Reviewed By:

William E. Dollar
City Manager

Date: September 9, 2014



0 100 200 Feet

ZONING Z 14-33

 INDICATES AREA OF REQUEST

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 14-33

509 West Avenue D

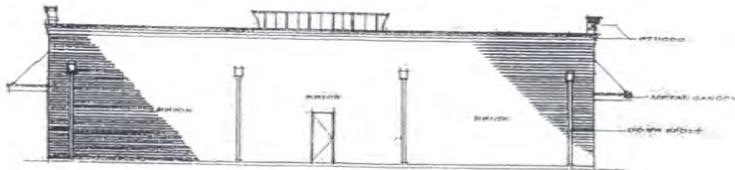
- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow Retail Sales with Gas Pumps subject to conditions.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Central Area-2 (CA-2) District set forth in Section 28 and 33 of the Comprehensive Zoning Ordinance shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for a period of twenty (20) years.
 - B. Downtown Development Standards: Development on the subject property shall comply with the Downtown Development Standards, except where specified otherwise by these requirements.
 - C. Site Plan: Development of the southern portion of the property shall be in general conformance with the approved site plan labeled Exhibit C.
 - D. Landscape: Landscape shall be in general conformance with the approved Landscape Plan labeled Exhibit D.
 - E. Building Elevations: Building elevations shall be in general conformance with the approved elevations labeled Exhibit C.
 - F. Parking Requirements: The gas station/convenience store shall provide a minimum of twenty (20) parking spaces.
 - G. Drainage Requirements: Each phase of the development shall comply with the requirements of the City of Garland Engineering Department in regards to drainage on the site. This phase of the development shall not exceed 0.94-acres of impervious area. If the total impervious area of the development exceeds 0.94-acres, then a detention pond or downstream improvements may be required.

- H. Refuse Container: The refuse container shall be located as shown on the Site Plan (Exhibit C). The screening wall around the refuse container shall comply with the requirements of Section 9.5 of the City of Garland Screening and Landscape Ordinance.
- I. Surety Bond: The owner/operator shall provide a \$40,000 surety bond or similar security to the City of Garland to ensure the removal of all buildings, equipment, above-ground and underground storage tanks and/or other improvements in the event the business operations (retail sales with gas pumps) ceases operation for a period of two or more years. (Section 10-309(C) of the Comprehensive Zoning Ordinance).



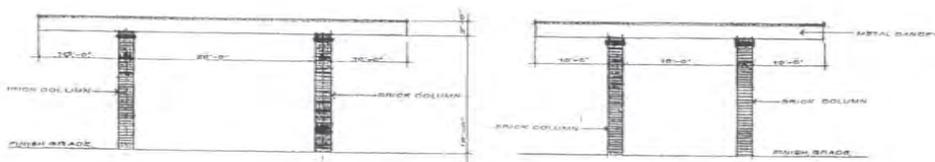
PROPOSED NORTH, SOUTH, & EAST ELEVATION

1 1/2" = 1'-0"
 20K BRICK
 20K STUCCO

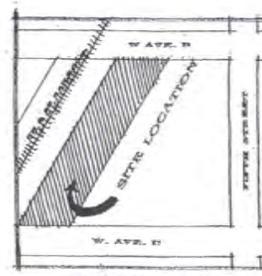


PROPOSED WEST ELEVATION

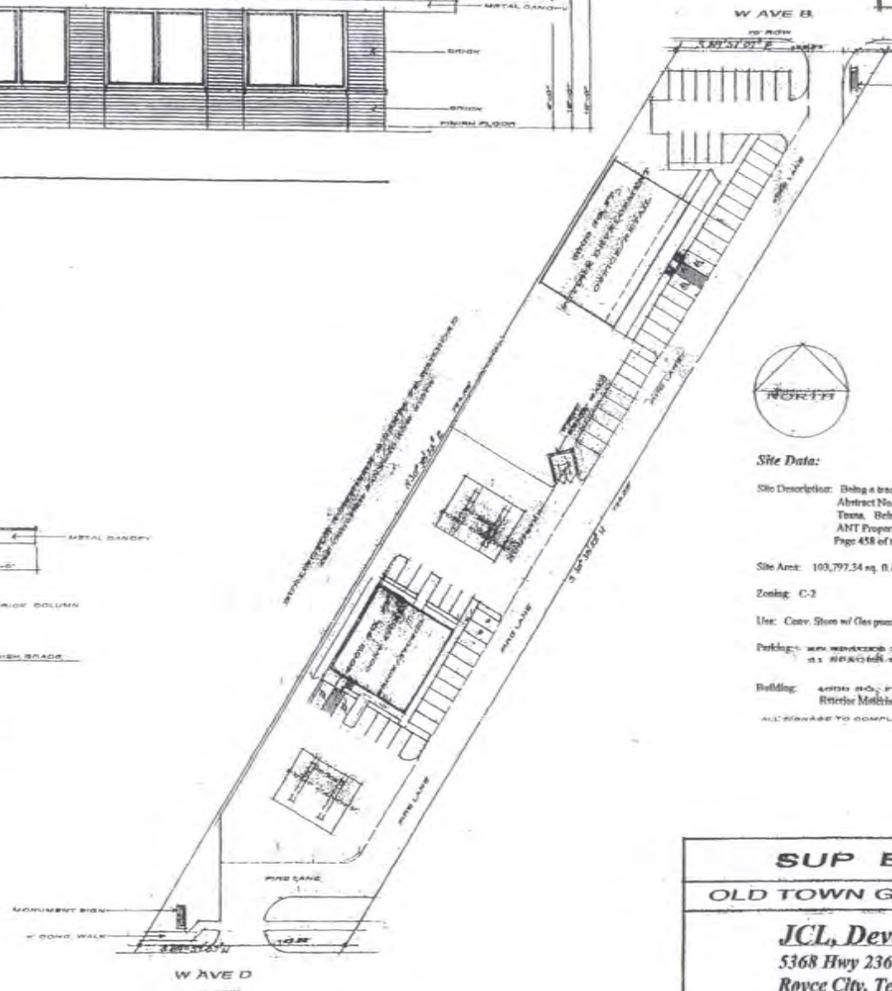
1 1/2" = 1'-0"
 100K BRICK



PROPOSED GAS PUMP CANOPY



LOCATION MAP



SITE PLAN
 1" = 60'-0"



Site Data:

Site Description: Being a tract of land situated in the Abene Kern Survey, Abstract No. 753, in the City of Cleburne, Dallas County, Texas. Being a portion of a tract of land conveyed to ANT Properties, LLC by deed recorded in Volume 99019 Page 458 of the Deed Records of Dallas County, Texas.

Site Area: 103,797.34 sq. ft. / 2.38 acres

Zoning: C-2

Use: Conv. Store w/ Gas pumps

Parking: see site plan for details
 as shown on site plan

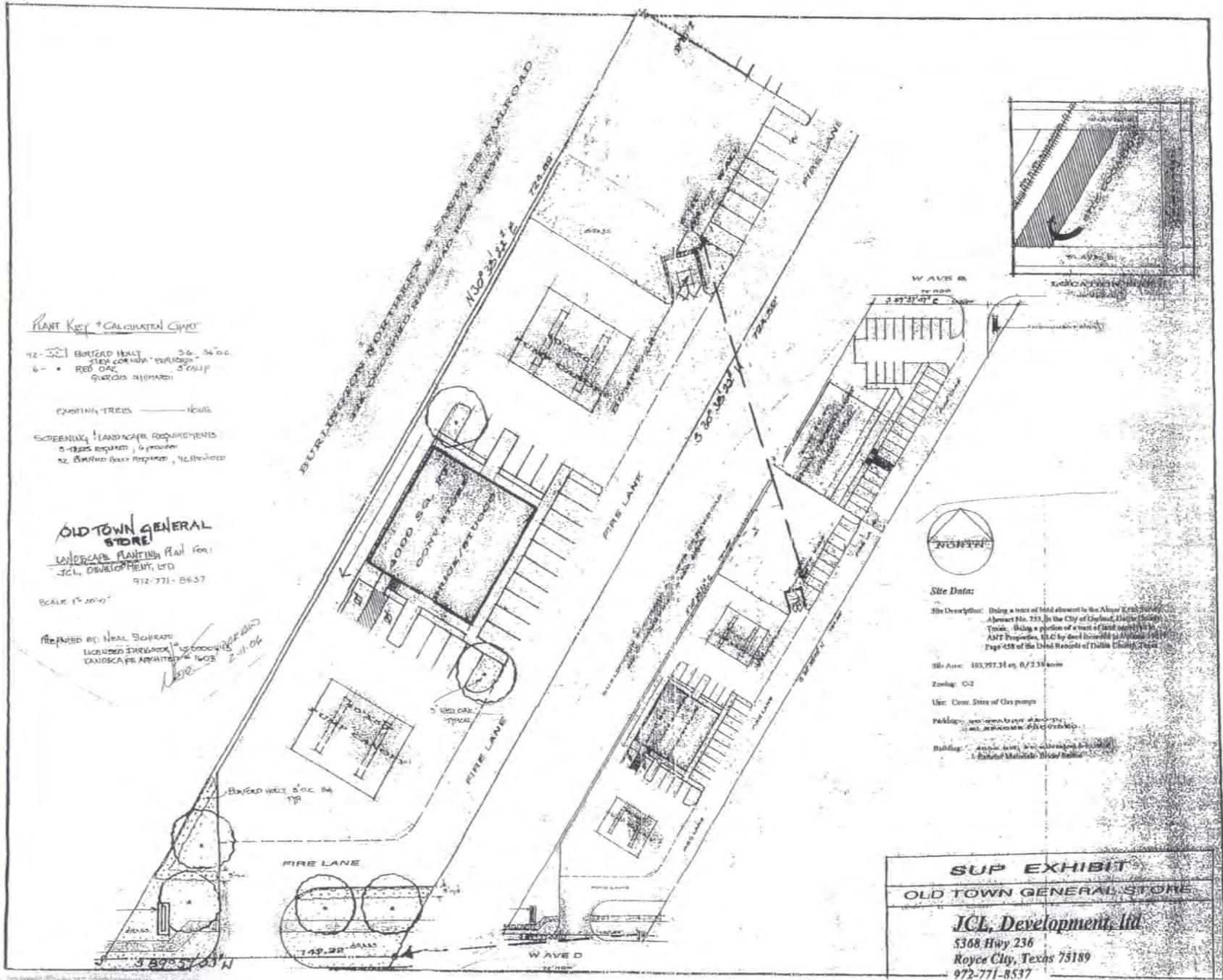
Building: 4000 sq. ft. 1.5 story
 Retailer: Multiple-Brand/Stores

ALL SHOWN TO COMPLY WITH BEST PRACTICES

SUP EXHIBIT		
OLD TOWN GENERAL STORE		
JCL, Development, Ltd		
5368 Hwy 236		
Royce City, Texas 75189		
972-771-8537		
469-698-9120 fax		
DRAWN: 1/1/2008	REVISIONS:	SHEET: SUP 1.1

EXHIBIT C

EXHIBIT D



SUP EXHIBIT
OLD TOWN GENERAL STORE

JCL Development, Ltd
 5368 Hwy 236
 Royce City, Texas 75189
 972-771-8537

REPORT & MINUTES

P.C. Meeting, August 25, 2014 (8 Members Present)

Consideration of the application of Nandanvan One, Inc., requesting approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Planned Development (PD) District 10-05 for Central-Area 2 (CA-2) Uses. The property is located at 509 West Avenue D. (District 2) (File Z 14-33)

The applicant was available for questions. There were no questions of this applicant.

Motion was made by Commissioner Luckie, seconded by Commissioner Dalton to close the Public Hearing and **approve** the request per staff recommendation. **Motion carried: 8 Ayes, 0 Nays.**



O = IN FAVOR
X = AGAINST

ZONING Z 14-33

 INDICATES AREA OF REQUEST



GARLAND

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

August 14, 2014

HEARING DATE/TIME: Plan Commission: August 25, 2014 – 7:00 PM

APPLICANT: Nandanvan One, Inc.

File Z 14-33

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, August 25, 2014, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **Nandanvan One, Inc.** requesting approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Planned Development (PD) District 10-05 for Central Area-2 (CA-2) Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 1.087 acre tract being known as Lot 1, Block 1, Old Town General Store Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 20070334426, of the Plat Records of Dallas County, Texas. This property is located at 509 West Avenue D, north of West Avenue D and east of South Santa Fe Street. (District 2)

Note: Approval of this request will allow for the continued operation of the existing 4,000 square foot gas station under new ownership.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002 or by fax to 972-205-2474.** Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

Marisol Trevizo

Printed Name

650 W, Avenue D Garland, TX 75040

Address

City, State

Zip

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

Signature: Marisol Trevizo
Date: 8/20/2014

Title: Owner



GARLAND

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

August 14, 2014

HEARING DATE/TIME: Plan Commission: August 25, 2014 – 7:00 PM

APPLICANT: Nandanvan One, Inc.

File Z 14-33

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, August 25, 2014, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **Nandanvan One, Inc.** requesting approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Planned Development (PD) District 10-05 for Central Area-2 (CA-2) Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 1.087 acre tract being known as Lot 1, Block 1, Old Town General Store Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 20070334426, of the Plat Records of Dallas County, Texas. This property is located at 509 West Avenue D, north of West Avenue D and east of South Santa Fe Street. (District 2)

Note: Approval of this request will allow for the continued operation of the existing 4,000 square foot gas station under new ownership.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002** or by fax to **972-205-2474**. Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

Property is well maintained and is an addition needed in this area. No other station in area.
(Please complete the following information)

Your Property Address

Printed Name
JACK MARKS

Address
501 So. Sixth St. GARLAND TX 75040 City, State Zip

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

Signature
Date: *Jack D. Marks*

Title



File No. 14-35/District 8

Agenda Item:

Meeting: City Council

Date: September 16, 2014

Planning Report

INU USA, Inc.

2435 West Miller Road

REQUEST

Approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Shopping Center (SC) District.

OWNER

7-Eleven Inc.

PLAN COMMISSION RECOMMENDATION

On August 25, 2014 the Plan Commission, by a vote of eight (8) to zero (0), recommended approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Shopping Center (SC) District. .

STAFF RECOMMENDATION

Approval of a Specific Use Permit for Retail Sales with Gas Pumps for a period of 20 years. The existing gas station has served the residents and employees from the nearby neighborhoods and businesses for the past 18 years. The gas station is appropriately located at a major intersection and its service is compatible with the surrounding area.

BACKGROUND

The subject property was developed in 1996 with a convenience store with gas pumps. The original Specific Use Permit for Retail Sales with Gas Pumps was approved in 1995 (S94-51). There have been several subsequent requests for a Specific Use Permit to reflect changes in ownership, with the most recent request occurring in 2012 (S12-54). The subject property is once again changing ownership and the applicant is requesting approval of a Specific Use Permit for Retail Sales with Gasoline Pumps to allow for continued operation of the facility.

SITE DATA

The subject property contains 1.705 acres with approximately 220 feet of frontage along South Shiloh Road and 270 feet of frontage along West Miller Road. The site can be accessed from both South Shiloh Road and West Miller Road. The subject property consists of a 3,110 square foot building containing a convenience store, a 4,130 square foot canopy covering 6 fuel dispensers, and an automated carwash structure.

USE OF PROPERTY UNDER CURRENT ZONING

The Shopping Center (SC) District provides for the establishment of convenient retail and personal service activities by grouping compatible uses in a single center which is designed in an integrated manner according to an overall site plan. The Shopping Center (SC) District accommodates shopping center development having a neighborhood or community service area.

CONSIDERATIONS

1. The applicant is requesting a Specific Use Permit for Retail Sales with Gas Pumps to continue the operation of an existing gas station under new ownership. Currently there are no plans for expansion or for any improvements to the subject property.
2. Section 10-200 of the Comprehensive Zoning Ordinance requires 1 parking space per 200 square feet for Retail Sales with Gas Pumps. The existing convenience store contains 3,110 square feet and thus the site is required to have 16 parking spaces. There are currently 26 parking spaces on the subject property.
3. The existing signage will remain unaltered and will continue to bear the name and logo of the existing gas station operator.
4. As a condition of the Specific Use Permit approval the owner/operator shall provide a \$40,000 surety bond or similar security to the City to ensure the removal of all buildings, equipment, above-ground and underground storage tanks and/or other improvements in the event the business operations (retail sales with gas pumps) ceases operation for a period of two or more years, Section 10-309(c) of the Comprehensive Zoning Ordinance.
5. The applicant requests approval of the Specific Use Permit for a period of twenty (20) years.

COMPREHENSIVE PLAN

The Future Land Use Map of the Envision Garland Plan recommends Neighborhood Centers for the subject property. Neighborhood centers provide a mix of retail, services and community gathering places appropriately scaled to adjacent residential areas. For the past 18 years, the existing gas station has served the residents of the neighborhoods located immediately to the east of the subject property; furthermore, the gas station is conveniently and appropriately located at the corner of two major thoroughfares.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The subject property is particularly located between an industrial area and a residential area. The properties to the west of South Shiloh Road are zoned Industrial 1 (I-1) District and Industrial 2 (I-2) District; these properties consist of

vacant land and lots developed with buildings that are used for warehousing and high commercial activity. The properties at or near the subject intersection have been developed with a mix of uses including manufacturing, a convenience store, a QuickTrip gas station, and general office. The properties to the east of South Shiloh Road are zoned Single Family Dwelling (SF-10) District and Single Family Dwelling (SF-7) District; these properties are developed with single family residences. If approved, the Specific Use Permit will allow the continuation of a well-established business at the corner of two major thoroughfares.

Prepared By:

Chasidy Allen, AICP
Principal Planner

Date: September 5, 2014

Reviewed By:

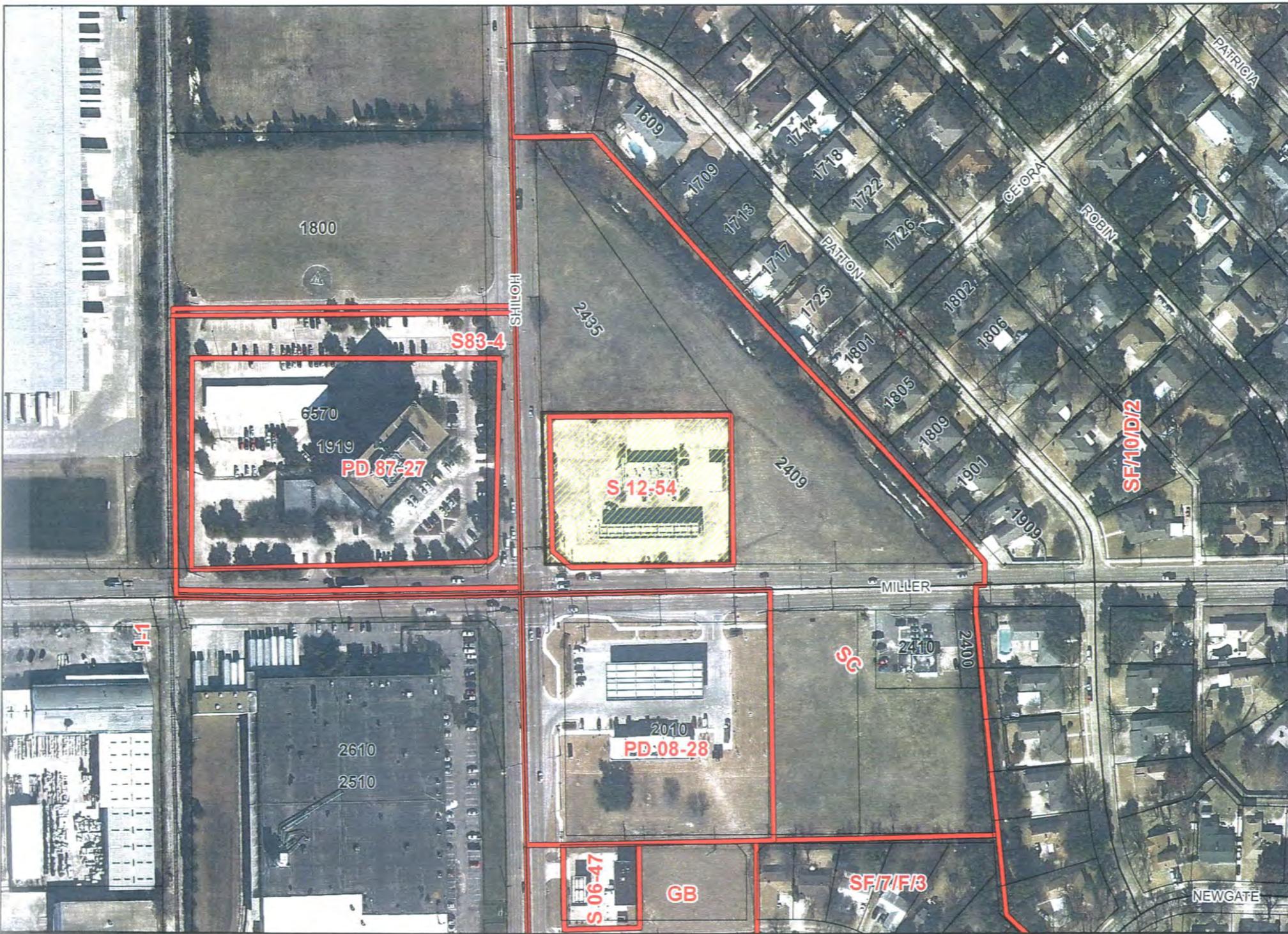
Anita Russelmann
Director of Planning

Date: September 8, 2014

Reviewed By:

William E. Dollar
City Manager

Date: September 9, 2014



0 100 200 Feet

ZONING Z 14-35

 INDICATES AREA OF REQUEST

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 14-35

2435 West Miller Road

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit the operation of a gas station under new ownership.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of Section 10-309 and the Shopping Center (SC) District set forth in Section 24, 33 and 48 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for a 20 year time period.
 - B. Site Plan: Subject property shall remain in general conformance with site plan labeled Exhibit C.
 - C. Surety Bond: The owner/operator shall provide a \$40,000 surety bond or similar security to the City to ensure the removal of all buildings, equipment, above-ground and underground storage tanks and/or other improvements in the event the business operations (retail sales with gas pumps) ceases operation for a period of two or more years, Section 10-309(c) of the Comprehensive Zoning Ordinance.

REPORT & MINUTES

P.C. Meeting, August 25, 2014 (8 Members Present)

Consideration of the application of INU USA Inc., requesting approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Shopping Center (SC) District. The property is located at 2435 West Miller Road. (District 8) (File Z 14-35)

Representing the applicant, Alexandra Matis, 5817 Vista Glen Lane, Sachse, TX 75048, was available for questions. There were no questions of this applicant.

Motion was made by Commissioner Ott, seconded by Commissioner Fisher to close the Public Hearing and **approve** the request per staff recommendation. **Motion carried: 8 Ayes, 0 Nays.**

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

GARLAND

August 14, 2014

HEARING DATE/TIME: Plan Commission: August 25, 2014 – 7:00 PM

APPLICANT: INU USA, Inc.

File Z 14-36

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, August 25, 2014, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **INU USA, Inc.** requesting approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Shopping Center (SC) District. The property is shown on the attached sketch and is described as follows:

Being a 1.706 acre tract being known as Lot 1, Block 1, Town and Country Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 96007, Page 1866, of the Plat Records of Dallas County, Texas. This property is located at 2435 West Miller Road, north of West Miller Road and east of South Shiloh Road. (District 8)

Note: Approval of this request will allow for the continued operation of the existing 3,110 square foot gas station under new ownership.

To convey any concerns or opinions regarding the aforementioned request, please complete the below listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002** or by fax to 972-205-2474. Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address _____
Cathy Randles
 Printed Name _____
 2610 W. Miller Rd _____
 Address _____

 City, State _____

 Zip _____

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

Cathy Randles _____
 Signature _____
 Date: 8-18-2014 _____

 Title Accountant



GARLAND

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

August 14, 2014

HEARING DATE/TIME: Plan Commission: August 25, 2014 – 7:00 PM

APPLICANT: INU USA, Inc.

File Z 14-35

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, August 25, 2014, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **INU USA, Inc.** requesting approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Shopping Center (SC) District. The property is shown on the enclosed sketch and is described as follows:

Being a 1 706 acre tract being known as Lot 1, Block 1, Town and Country Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 96007, Page 1866, of the Plat Records of Dallas County, Texas. This property is located at 2435 West Miller Road, north of West Miller Road and east of South Shiloh Road. (District 8)

Note: Approval of this request will allow for the continued operation of the existing 3,110 square foot gas station under new ownership.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002** or by fax to **972-205-2474**. Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

- I am in favor of the request.
- I am opposed to the request.

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

(Please complete the following information)

Your Property Address _____

Printed Name JIM WIMDBAUER - BW2 ENGINEERS, INC.

Address 1919 S. SHILOH ROAD, SUITE 500, GARLAND, TX 75042

City, State Zip

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

Signature *Jim Wildbauer* Title PRESIDENT

Date: 8/21/14



GARLAND

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

August 14, 2014

HEARING DATE/TIME: Plan Commission: August 25, 2014 – 7:00 PM

APPLICANT: INU USA, Inc.

File Z 14-35

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, August 25, 2014, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **INU USA, Inc.** requesting approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Shopping Center (SC) District. The property is shown on the enclosed sketch and is described as follows:

Being a 1.706 acre tract being known as Lot 1, Block 1, Town and Country Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 96007, Page 1866, of the Plat Records of Dallas County, Texas. This property is located at 2435 West Miller Road, north of West Miller Road and east of South Shiloh Road. (District 8)

Note: Approval of this request will allow for the continued operation of the existing 3,110 square foot gas station under new ownership.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002 or by fax to 972-205-2474.** Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

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

(Please complete the following information)

Your Property Address

1713 Patton Dr.

Printed Name

BETTY L. ICE

Address

1713 Patton Dr Garland City, State TEXAS

Zip 75042

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

Signature Betty L. Ice
Date: August 20, 2014

Owner
Title



GARLAND

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

August 14, 2014

HEARING DATE/TIME: Plan Commission: August 25, 2014 – 7:00 PM

APPLICANT: INU USA, Inc.

File Z 14-35

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, August 25, 2014, in the Goldie Locke Room of the Duckworth Utility Services Building, 217 North Fifth Street, to consider the application of **INU USA, Inc.** requesting approval of a Specific Use Permit for Retail Sales with Gas Pumps on property zoned Shopping Center (SC) District. The property is shown on the enclosed sketch and is described as follows:

Being a 1.706 acre tract being known as Lot 1, Block 1, Town and Country Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 96007, Page 1866, of the Plat Records of Dallas County, Texas. This property is located at 2435 West Miller Road, north of West Miller Road and east of South Shiloh Road. (District 8)

Note: Approval of this request will allow for the continued operation of the existing 3,110 square foot gas station under new ownership.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002** or by fax to **972-205-2474**. Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

I am in favor of the request

I am opposed to the request.

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

See attached paper

(Please complete the following information)

Your Property Address

Printed Name

Address

City, State

Zip

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

Signature

Date:

Title

Kit Elliott
8/16/2014

owner

Kit Elliott
1725 Patton *Garland, TX* *75042*

Hi there.

I am writing to oppose the continued use of this land for gas purposes.

The city code requires that it be harmonious, non-disturbing, non-hazardous, not impacting traffic etc. for the permit to be approved. AND SO FAR – I WILL PROVE THAT IS NONE OF THE ABOVE!!!

#1) They have stadium lights that shine right into our houses, windows, and bedroom. I never have to turn on any lights at night since their stadium lights illuminate my whole house! AND also taking away a good night's sleep.

#lightpollution #disturbing

#2) Have you ever heard a gas truck filling the gas tanks at 4 AM? Yeah, since I live so close – I am woken up every morning and every night to the tune of truck beeps backing up. That means they are violating the original hours of the permit, and don't kid yourself – they will always violate the hours when filling these tanks! #noisepollution #non-harmonious

#3) They are operating under a false pretense. Did you know that they are a 7-11 operating as a Tetco? Yeah – that would be similar to me selling burritos with a Chipotle sign.. (without paying for the Chipotle franchise). So the signage is another misleading example of how this business is operating as cheaply as possible because they can't even put up a real business sign. They continue to use an old Tetco sign from 1966 which is NOT even their company. That's fraud. #fraud #deceptive

#4) Their car wash washes cars ALL NIGHT long. Can you imagine waking up to a loud lady's voice that says, "ENTER CAR WASH CODE?" and "THANK YOU – PLEASE ENTER THE CARWASH NOW?" at TWO IN THE MORNING??? This is a noise violation after hours, especially being so close to a resident. I know there have been MANY MANY complaints over the years regarding this (according to the past complaints). #noisepollution

#5) Health Inspector – Has there ever been a health inspector come through here and check their operation? They are selling breakfast and food items that just



City Council Item Summary Sheet

Work Session

Date: September 16, 2014

Agenda Item

Appointments to Boards and Commissions

Summary of Request/Problem

Council is requested to consider appointments to Boards and Commission.

Recommendation/Action Requested and Justification

Submitted By:

Approved By:

William E. Dollar
City Manager



GARLAND
TEXAS MADE HERE

Board & Commission Application

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

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

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

- 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

D-5
CITY OF GARLAND
RECEIVED
JUN 27 2014
CITY SECRETARY
Layman

Full Name: MORRISON "DALE" Adams
 Home Address: 301 S. 11th Street Bus. Address: _____
 City, State, Zip: GARLAND TX City, State, Zip: _____
 Home Phone: 214 228 7161 Phone (Other): _____
 Email Address: mdaleadams@gmail.com

Resident of Garland for 8 years Resident of Texas for 41 years
 Are you a registered voter in Dallas County? Yes No
 Voter Registration No. 1080047780 Precinct No. 108 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.

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

List civic or community endeavors with which you have been involved. I was a construction captain on the HOPE PARK for disabled children in McKinney. Also I am a voter registrar.

What is your educational background? GRADUATE NEWMAN SMITH Highschool
BBA UNIVERSITY OF NORTH TEXAS.

What is your occupational experience? 2.5 years OPERATIONS MANAGER - PLANO REPERTORY theatre
8 years - SENIOR construction manager - HIGHLAND HOMES.

* 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 <input checked="" type="checkbox"/>	Past Due <input type="checkbox"/>	Signatures
Status of Utility Accounts	Current <input checked="" type="checkbox"/>	Past Due <input type="checkbox"/>	<u>[Signature]</u> 6/27 Tax Clerk
Suit/Claim Filed in City Secretary's Office	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<u>[Signature]</u> 6/27 Accounting Clerk
			<u>[Signature]</u> 6/27 City Secretary

Date Appointed _____
 Appointed By _____
 Date Notified _____
 Date Disclosure Form Filed _____

D-6



Board & Commission Application

CITY OF GARLAND
RECEIVED
SEP 04 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)

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- 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: PERRY DON STARKEY
 Home Address: 4622 ANCILLA DR Bus. Address: 300 W. RENNER
 City, State, Zip: GARLAND, TX, 75042 City, State, Zip: RICHARDSON, TX 75080
 Home Phone: 972 272 7801 Phone (Other): 214 567 0078
 Email Address: pd_starkey@verizon.net

Resident of Garland for 50 years Resident of Texas for 56 years
 Are you a registered voter in Dallas County? Yes No
 Voter Registration No. 1082501293 Precinct No. 1705 City Council District No. 6
 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.
11 years serving on Garland Soccer Association Board of Directors
as Facilities & Equipment Director
 If you have served on a City Board or Commission, please specify and list dates of service.
NONE

List civic or community endeavors with which you have been involved.
Garland Soccer Association
 What is your educational background?
Associates Degree Community College of the Air Force
 What is your occupational experience?
Facilities Operations Technician, Texas Instruments, August 1976 - present

* Plan Commission members must own property within the city.
 I hereby affirm that all statements herein are true and correct. Perry Don Starkey
 Signature of Applicant

FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current <input checked="" type="checkbox"/> Past Due <input type="checkbox"/>	Signatures <u>SP 9/15/14</u> Tax Clerk
Status of Utility Accounts	Current <input checked="" type="checkbox"/> Past Due <input type="checkbox"/>	<u>SP 9/15/14</u> Accounting Clerk
Suit/Claim Filed in City Secretary's Office	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>SP 9/15/14</u> City Secretary
Date Appointed _____	Appointed By _____	
Date Notified _____	Date Disclosure Form Filed _____	



GARLAND
TEXAS MADE HERE

Board & Commission Application

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

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

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

- Board of Adjustment
- Building and Fire Code 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 Code Board
- Senior Citizens Advisory Committee

CITY OF GARLAND
RECEIVED
JUL 22 2014
CITY SECRETARY

Full Name: DOUGLAS ALAN WILLIAMS

Home Address: 3810 BURNING TREE LN Bus. Address: 333 S. KIRBY ST. #125

City, State, Zip: GARLAND TX 75042 City, State, Zip: GARLAND TEX 75042

Home Phone: 214-546-3250 - CELL Phone (Other): 972-276-2224

Email Address: DOUGWILLIAMS665A TX.RR.COM

Resident of Garland for 40 years Resident of Texas for 61 years

Are you a registered voter in Dallas County? Yes No

Voter Registration No. 108206068 Precinct No. 2119 City Council District No. 6

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.

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

PLAN COMMISSION LIBRARY BOARD MANY AA HOCCOMM
UTILITY AD BOARD WEST AREA TM COMM.

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

What is your educational background? GRAD S.M.U. 1977

What is your occupational experience? MASTER PLUMBER

* Plan Commission members must own property within the city.

I hereby affirm that all statements herein are true and correct. Doug A. Williams
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
DP 7/22/14
Tax Clerk
DP 7/22/14
Accounting Clerk
DP 7/24/14
City Secretary

Date Appointed _____
Appointed By _____
Date Notified _____
Date Disclosure Form Filed _____