

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

200 North Fifth Street

Garland, Texas

May 20, 2013

6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

**[Public comment will not be accepted during Work Session
unless Council determines otherwise.]**

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, TEX. GOV'T CODE.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, TEX. GOV'T CODE.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, TEX. GOV'T CODE.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, TEX. GOV'T CODE.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, TEX. GOV'T CODE.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or

to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, TEX. GOV'T CODE.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; TEX. GOV'T CODE; Sec. 552.133, TEX. GOV'T CODE]

(6:00) 1. Written Briefings:

a. Fiber Expansion Contract Change Order

Council is requested to consider a Change Order in the amount of \$32,331 to the original contract with Advanced Communications. During the fiber expansion project, it was discovered that there was no path for fiber through the Centerville and First Street intersection. A path is needed in order to provide fiber network connectivity to Fire Station No. 9 and signalized intersections located at Centerville Road and First Street, Centerville Road at Glenbrook Drive and Center Road at O'Banion. This item is scheduled for formal consideration at the May 21, 2013 Regular Meeting.

b. Agreement to Exchange Excess Right-of-Way for GP&L Easement

A new aerial 13.2 kV electrical distribution line is proposed along Country Club Road from the Rosehill Substation to a tie in point located north of Rowlett Road. A seven-foot wide electrical utility easement is needed for line construction at undeveloped property owned by James and Lana Benson adjacent to 1234 Rowlett Road. In lieu of monetary compensation, the Bensons requested that the City exchange existing excess Country Club Road right-of-way adjacent to 1234 Rowlett Road for the requested easement. This item is scheduled for formal consideration at the May 21, 2013 Regular Meeting.

c. Sale of Property to Habitat for Humanity

On September 1, 2009, a single-family home located at 212 Southwood was struck off to the City of Garland pursuant to delinquent taxes. The deteriorated structure was a health and safety concern and was demolished by the City. Habitat for Humanity has offered to purchase this lot for \$15,000 which is the same as the current market value. This item is scheduled for formal consideration at the May 21, 2013 Regular Meeting.

d. Firefighter Injury Leave Extension

Fire Captain Harley Warren sustained a back injury on September 26, 2011 while performing his duties as a Garland firefighter. Since the injury, Captain Warren has exhausted allowable injury leave under civil

service laws and remains unable to return to work to perform regular job duties. Further medical treatment is required in order to rehabilitate the officer so that he may be able to return to work at the Fire Department and perform regular job duties. Section 143.073 of the Municipal Civil Service for Firefighters and Police Officers specifies that a firefighter may be on a leave of absence for a line of duty injury and that the leave, if necessary, shall continue for at least one year. At the end of one year, the municipality's governing body may extend the line of duty injury leave at full or reduced pay. Council is requested to consider authorizing extended injury to Captain Warrant at full pay for six months.

Item	Key Person
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(6:15) 2. Verbal Briefings:

a. Community Services Committee Report

Dodson

Council Member Lori Barnett Dodson, chair of the Community Services Committee, will provide a committee report on the following items:

- Spay/neutering ordinance – The Committee is recommending approval of an ordinance amending Section 22.05(N) of Chapter 22, "Health", of the Code of Ordinances. The proposed ordinance is included for Council review and discussion.*
- Sidewalk repair program.*
- Garage sale regulations.*

b. Animal Services Advisory Committee Report

Briley/Chessher

The Animal Services Advisory Committee (ASAC) is a six-person committee authorized by Section 22.23 of the Code of Ordinances to provide advice to the Council and Managing Director of Health and Code Compliance in regards to the Animal Shelter operation. Council will be briefed on the ASAC's activities and the status of key departmental initiatives.

c. Transportation and Commerce Committee Report

Willis

Mayor Pro Tem John Willis, chair of the Transportation and Commerce Committee, will make a committee report on the following items:

- *Regional Transportation Council activities.*
- *Dallas Regional Mobility Coalition activities.*
- *Updates from Dean International, Inc. on Interstate Highway 30, Interstate Highway 635, and State Highway 78 developments.*
- *Updates concerning transportation policy, legislation, and organizations.*
- *Updates on the Texas High Speed Rail and Transportation Corporation (THSRTC) and the Transportation Excellence for 21st Century (TEX-21). The Committee is recommending that Council discuss and consider a resolution supporting a high speed rail connection at the DFW International Airport.*

d. Heritage Park Relocations – Change Order No. 1 **Dollar**

Council will be briefed on Change Order No. 1 in the amount of \$63,700 to the Guaranteed Maximum Price contract with Hill & Wilkinson General Contractors for the “Heritage Park Relocations and Southwest Quadrant of Walnut Pedestrian Corridor.” This change order will provide the temporary relocation of the Lyles and Pace Houses in order to provide an opportunity to explore additional options for the disposition of the houses.

3. Consider the Consent Agenda **Council**

A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.

4. Announce Future Agenda Items **Council**

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

(7:30) 5. Adjourn **Council**

(Estimated time to consider)



Policy Report

FIBER EXPANSION CONTRACT CHANGE ORDER

ISSUE

An addition to the scope of the fiber expansion has been identified which results in the need for a change request of \$32,331 which is in excess of 25% of the original contract award to Advanced Communications. Funding for this change request is available in the fiber expansion project fund.

OPTIONS

1. Approve the Change Order to Advanced Communications in the amount of \$32,331.
2. Do not approve.

RECOMMENDATION

Staff recommends Option 1 – Approve the Change Order to Advanced Communications. This item is scheduled for formal consideration at the May 21, 2013 Regular Meeting.

COUNCIL GOAL

Consistent Delivery of Reliable City Services

BACKGROUND

The IT department has contracted with Advanced Communications to install fiber optic communication and conduit infrastructure needed to provide fiber network connectivity to six (6) additional City facilities and nine (9) signalized intersections. The bid award was approved by Council on March 18, 2013.

During the installation process it was found there was no path for fiber through the Centerville and First Street intersection as previously planned. Without a path for fiber through this intersection we cannot provide fiber network connectivity to Fire Station No. 9 on O'Banion Road, and signalized intersections located at Centerville Road and First Street, Centerville Road at Glenbrook Drive and Centerville Road at O'Banion Road.

CONSIDERATION

The approval of the Change Order will allow for fiber to be installed through the intersection of Centerville Road and First Street. This will allow for uninterrupted fiber network connectivity to Fire Station No. 9, located on O'Banion Road. and signalized intersections located at Centerville Road and First Street, Centerville Road at Glenbrook Drive and Centerville Road at O'Banion Road.

ATTACHMENT

Change Order

Submitted By:

Approved By:

Steve Niekamp
Information Technology Services

William E. Dollar
City Manager

Date: May 10, 2013

Date: May 14, 2013

CHANGE ORDER REQUEST

PURPOSE: TO COVER OUT OF SCOPE SITE SURVEYS AND PIPE PROOFING ACTIVITIES

DATE: 5/1/2013

ITEM #	DESCRIPTION	UNIT	PRICE	CHANGE ORDER QUANTITY	CHANGE ORDER COST
CHO2	SITE SURVEY AND OUT OF SCOPE PIPE PROOFING	HRS.	\$160.00	50	\$8,000.00
CH03	REMOVE AND REPLACE CONCRETE	SQ. FT	\$25.00	363	\$9,075.00
CH04	SAW CUT CONCRETE	LINEAR FT	\$ 9.00	84	\$756.00
CH05	R&R VAULTS	EA.	\$ 725.00	20	\$14,500.00

TOTAL CHANGE ORDER

\$32,331.00

PROJECT MANAGER - NX UTILITIES, LLC.

DATE

CITY OF GARLAND REPRESENTATIVE

DATE

*HOURS CHARGED SHOULD NOT EXCEED 50 HRS INDICATED PLUS 40HRS FROM CHANGE ORDER 01 (CH01) FOR A
TOTAL OF 90HRS FOR THE PROJECT*



Policy Report

CONSIDER APPROVAL OF AGREEMENT TO EXCHANGE EXCESS RIGHT-OF-WAY FOR GP&L EASEMENT

ISSUE

A new aerial 13.2 kV electrical distribution line is proposed along Country Club Road from the Rosehill Substation to a tie in point located north of Rowlett Road. This work is proposed to utilize new distribution feeder capabilities from the Rosehill Substation upgrade currently under construction. A seven (7) foot wide electrical utility easement is needed for line construction at undeveloped property owned by James L. and Lana J. Benson adjacent to 1234 Rowlett Road. In lieu of monetary compensation, the Bensons requested that the City of Garland exchange existing excess Country Club Road right-of-way adjacent to 1234 Rowlett Road for the requested easement. City Council authorization is required to authorize the Mayor to execute the necessary Special Warranty Deed conveying title to the Bensons.

OPTIONS

- (1) Authorize the Mayor to execute a Special Warranty Deed conveying the excess Country Club Road right-of-way to James L. and Lana J. Benson.
- (2) Take no action

RECOMMENDATION

GP&L recommends that the Council authorize the Mayor to execute the Special Warranty Deed for the property exchange. This item is scheduled for formal consideration at the May 21, 2013 Regular Meeting.

COUNCIL GOAL

Consistent Delivery of Reliable City Services

BACKGROUND

The proposed land exchange was reviewed by the City Property Group and approved by the Real Estate Management Office. A survey of the Country Club right-of-way was performed and limits of unneeded right-of-way were determined through discussions with the City Surveyor and Garland Power & Light and then subsequently defined by a detailed survey exhibit. A Land Exchange Agreement was prepared by the City

EXCHANGE OF EXCESS R.O.W. FOR EASEMENT

Page 2

Attorney's Office and has been signed by the Bensons and the City of Garland Electric Utility Director. The Land Exchange Agreement defines the responsibilities of the parties and includes a provision requiring the Benson property at 1234 Rowlett Road to be replatted to include the exchange tract. This provision was included to reduce the likelihood of the exchange tract being sold as a nonconforming "lot" at some time in the future. Actions that remain to be completed to conclude the land exchange include (i) obtaining City Council approval, (ii) execution of easement dedication documents to the City of Garland, (iii) execution of a special warranty deed to the Bensons, and (iv) execution of a replat document to join the exchange property to the lot at 1234 Rowlett Road.

CONSIDERATION

The exchange of the property to the Bensons will result in generation of tax revenue from unneeded road right-of-way. Due to the size of the property, it is not developable as a separate entity therefore the appropriate use is to join the property to the existing adjacent lot as proposed in the Land Exchange Agreement.

ATTACHMENT(S)

1. Land Exchange Agreement with Exhibits A thru D

Submitted By:

Approved By:

Jeff Janke
Electric Utility Director

William E. Dollar
City Manager

Date: May 14, 2013

Date: May 14, 2013

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Contract") is made and entered into by and between **James L. and Lana J. Benson**, a married couple residing at 1306 Rowlett Road, Garland, Texas 75043 ("**Owner**") and the **City of Garland, Texas**, a Texas home-rule municipality ("**City**") (collectively, the "**Parties**"). This contract, and the terms herein, are contingent upon the approval of the City of Garland City Council in accordance with state and local laws and City of Garland policy.

WHEREAS, the Owner is the owner of undeveloped real property located within the remainder of a 4.04 acre and all of a 0.035 acre tract, in the J.L. Anderson Survey, Abstract No. 25, adjacent to South Country Club Road, City of Garland, Dallas County, Texas ("Country Club Tract");

WHEREAS, the City is the owner of that certain tract of real property originally purchased during a right-of-way acquisition for South Country Club Road ("City Tract"), located at the southerly corner of the intersection of South Country Club Road and Rowlett Road, City of Garland, Dallas County, Texas, and abutting 1234 Rowlett Road, real property owned by Owner ("Benson Tract");

WHEREAS, the City desires to acquire an utility easement across over, under, upon, across and within a portion of the Country Club Tract ("Easement Area"), being more particularly described and depicted on Exhibit A;

WHEREAS, the Owner desires to acquire a portion of the City Tract, which is no longer needed for the South Country Club Road right-of-way ("Acquisition Tract"), being more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, the Owner and the City desire to exchange real property interests to portions of the City Tract and the Country Club Tract under the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the respective undertakings and agreements of City and Owner set forth herein, the sufficiency of which are hereby mutually acknowledged, City and Owner hereby agree as follows:

W I T N E S S E T H:

1. **Exchange Terms.** Owner and the City agree to exchange the Easement Area and the Acquisition Tract (collectively, the "Exchanged Tracts"). At closing:

(A) the Owner will convey the Easement Area to the City and the City will convey the Acquisition Tract to the Owner;

(B) the City will execute and deliver a special warranty deed, the form of which is attached hereto as Exhibit C , conveying the Acquisition Tract to Owner; and

(C) the Owner will execute and deliver an easement agreement, the form of which is attached hereto as Exhibit D, conveying the Easement Area to the City.

2. **Value of Exchange Properties.** The Parties agree and acknowledge that for the purpose of each party receiving adequate consideration for this agreement, the Exchanged Tracts are of equal value.

3. **[Intentionally Left Blank]**

4. **Survey and Replat.** Prior to the Closing Date, the City at its sole cost and expense agrees to survey the Benson Tract and the Acquisition Tract, and to prepare a replat of the Benson Tract reflecting the merger of the Benson Tract and the Acquisition Tract. The Owner agrees to (a) grant the City, its agents, contractors, or assigns, full and unlimited access to the Benson Tract, Country Club Tract and the Easement Area, (b) fully and diligently cooperate with the City in its efforts to fulfill its obligations under this agreement, and (c) provide and execute any and all instruments or documents necessary to complete the survey and replat.

5. **Condition of Exchanged Property.** The Parties acknowledge that their respective representatives or agents have had an opportunity to examine the respective tracts of land to be acquired prior to entering into this Agreement. This Agreement is based upon each Party's inspection of the respective tracts of land to be acquired and not upon any representation or warranties or conditions by the other party.

The Parties acknowledge that any conveyance of a property interest pursuant to this agreement is on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the special warranty deed.

6. City's Representations and Warranties. City represents and warrants to Owner (which representations and warranties shall survive closing) that:

- (A) City has good and indefeasible title to the Acquisition Tract.
- (B) There is no action, suit or proceeding pending or, to City's actual knowledge, threatened against or affecting the Acquisition Tract or any portion thereof or relating to or arising out of the ownership or use of the Acquisition Tract or any portion thereof in any court or before any administrative body or governmental authority.
- (C) There are no adverse or other parties in possession of the Acquisition Tract.
- (D) This Contract constitutes the legal, valid and binding agreement of City, enforceable against City in accordance with its terms, and City has full power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby. The execution and delivery of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, trust or other action required on the part of City and this Contract has been duly and validly executed and delivered by City.

7. Closing.

- (A) The closing of this transaction shall take place no later than thirty (30) days after approval of this agreement by the City of Garland City Council. The closing shall take place at Garland Power & Light T&D Offices, 1755 Gasoline Alley, Garland, Texas 75040 or at such other place as the parties may mutually agree.
- (B) At the closing, City shall deliver to Owner:
 - (1) One or more special warranty deeds conveying title

to the Acquisition Tract to Owner, its successors and assigns, duly executed and acknowledged by City; and

- (2) All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Owner and its counsel, be necessary to transfer to Owner the Acquisition Tract in accordance with this Agreement and where necessary or desirable in recordable form.

(C) At the closing, Owner shall deliver to City:

- (1) A fully executed easement agreement granting the City a utility easement across, over, under, upon, and within the Easement Area; and
- (2) All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of the City and its counsel, be necessary to transfer to the City easement rights to the Easement Area in accordance with this Agreement and where necessary or desirable in recordable form.

(D) After the closing, the Owner shall:

- (1) Provide notarized signatures on the replat document as required for acceptance by City Plan Commission and subsequent filing for record.

(E) After filing of the replat, the City shall:

- (1) Provide one (1) copy of the filed replat documents for Owners records

8. Recording Fees. City shall pay all recording fees and any similar fees or assessments imposed by state or local law and payable in respect of the sale or transfer of the Land.

9. [INTENTIONALLY LEFT BLANK]

10. Brokerage Commission. Each of the parties hereto represents and warrants to the other that, there are no brokers or finders involved in this transaction and that there are no real estate commissions or finder's fees due in connection with

this Contract and each of the parties agrees to indemnify and hold harmless the other from any other claims or liability for any other such commission or brokerage fee brought on account of the action or conduct of the indemnifying party. This paragraph shall survive the closing or termination of this Contract.

11. Time, Calculation. Time is of the essence in this Contract. If the final date in any provision of this Contract falls on a Saturday, Sunday or legal holiday (when national banks are closed), then, and in such event, the duration of such period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday.

12. 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, postage prepaid, 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.

13. [INTENTIONALLY LEFT BLANK]

14. 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.

15. 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.

16. Waiver. Either City or Owner 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 and specifically identifying the provision or provisions being waived. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 and may be modified only by a written document signed by an authorized representative both parties.

24. Relationship of Parties; No Third-Party Beneficiaries. 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. There are no third-party beneficiaries to this Contract and no third-party beneficiaries are intended by implication or otherwise.

EXECUTED on the dates indicated below but deemed to be effective as of the ____ day of _____, 2013 (the "Effective Date").

OWNER:

James L. Benson

Lana J. Benson

Date: _____

Date: _____

CITY OF GARLAND, a Texas home-rule municipality

By: _____
Jeff Janke
Electric Utility Director

Date: _____

ADDRESS FOR NOTICE:

Owner:

Mr. James L. Benson
1306 Rowlett Road
Garland, Texas 75043

City:

City Manager
P.O. Box 469002
Garland, Texas 75046-9002

With a copy to:
City Attorney
200 N. Fifth St., 4th Floor
P.O. Box 469002
Garland, Texas 75046-9002
(972) 205-2380
(972) 205-2389 [FAX]

EXHIBIT A

BEING a 7-foot-wide strip of land in the J. L. Anderson Survey, Abstract No. 25 in the City of Garland, Dallas County, Texas, and being a part of that certain 4.04-acre tract of land described in the deed dated the 20th day of April, 1973, from Clyde Anderson to James L. Benson and wife, Lana J. Benson recorded in Volume 73087, at Page 1373 of the Deed Records of Dallas County, Texas and also part of that certain 0.035-acre tract of land described in the deed dated the 16th day of May, 2000, from Stratton Investments, Inc. to James L. Benson recorded in Volume 2000098, at Page 4199 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch steel rod found on the westerly right-of-way line of South Country Club Road (a variable width right-of-way) as described in the Right-of-Way Dedication dated the 15th day of October, 1987, from LCT Investments to the City of Garland recorded in Volume 87229, at Page 439 of the Deed Records of Dallas County, Texas and marking the northeast corner of a Right-of-Way Dedication according to the plat of Waterford Estates recorded in Volume 2000089, at Page 3102 of the Deed Records of Dallas County, Texas from which a 3/8-inch steel rod found as described for the southeast corner of said 0.035-acre tract bears S 32°E a distance of 0.2 feet, said beginning point having coordinates of: Y. 6,999,259.42 feet, X. 2,557,125.41 feet;

THENCE N 81°17'06"W with the northerly line of said Waterford Estates for a distance of 8.04 feet to the beginning of a curve concave to the southwest having a radius of 844.74 feet, a central angle of 17°59'31", and a chord that bears N 29°49'27"W for a distance of 264.18 feet;

THENCE in a northwesterly direction with the arc of said curve and parallel with and seven feet southwest of the southwesterly right-of-way line of said South Country Club Road for a distance of 265.26 feet to a point in the common line between the northwesterly line of said 4.04-acre tract and southeasterly right-of-way line of South Country Club Road as described in the Warranty Deed dated the 4th day of March, 1988, from Virginia Lucille Ward, a widow and Jerry Don Ward and Earnest Devotion Ward to the City of Garland recorded in Volume 88046, at Page 2902 of the Deed Records of Dallas County, Texas;

THENCE N 45°32'37"E with the last mentioned common line for a distance of 7.03 feet to the northwesterly ell corner of South Country Club Road as described in the Lis Pendens Notice dated the 28th day of February, 1988, from James L. Benson and wife, Lana J. Benson to the City of Garland recorded in Volume 88043, at Page 558 of the Deed Records of Dallas County, Texas and also being the beginning of a curve concave to the southwest having a radius of 851.74 feet, a central angle of 18°18'18", and a chord that bears S 29°42'51"E for a distance of 270.96 feet;

THENCE in a southeasterly direction with the arc of said curve and with the southwesterly right-of-way line of said South Country Club Road at a distance of 215.02 feet to a wooden post for the north corner of said 0.035-acre tract and continuing with said arc an additional distance of 57.10 feet for a total distance of 272.12 feet to the POINT OF BEGINNING and containing 1,881 square feet or 0.043 acres of land.



General Notes to accompany the following field notes:

1. Bearings of lines in the following description reference Grid North of the Texas Coordinate System of 1983, North Central Zone derived from conventional survey measurements to published legacy monuments GPS-269 and GPS-270 from the City of Garland.
The convergence (mapping) angle at the point of beginning is: 1° 02' 42"
2. Reported distances are horizontal surface distances measured in U.S. Survey Feet computed using a combined factor of 0.999853769 by the formula:
Surface Distance = Grid Distance/ 0.999853769.
3. Coordinate values reported herein are in U.S. Survey Feet and refer to The Texas Coordinate System of 1983, North Central Zone.

Sheet 1 of 2

7' AERIAL ELECTRICAL EASEMENT	
APRIL 2013	Project No.: 1189-DA
R-DELTA	ENGINEERS, INC.
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 494-5031 On the Web at www.rdelta.com	

EXHIBIT A

7-FOOT WIDE AERIAL ELECTRICAL EASEMENT

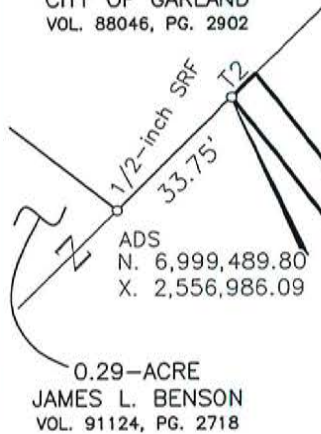
J. L. ANDERSON SURVEY, ABST. No. 25

CITY OF GARLAND, DALLAS COUNTY, TEXAS

CITY OF GARLAND
VOL. 88046, PG. 2902

	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD DIST.
C1	17°59'31"	844.74'	133.73'	265.26'	N. 29°49'27" W.	264.18'
C2	18°18'18"	851.74'	137.23'	272.12'	S. 29°42'51" E.	270.96'

LINE TABLE		
LINE	BEARING	DIST.
T1	N 81°17'06"W	8.04'
T2	N 45°32'37"E	7.03'



SOUTH COUNTRY CLUB ROAD
(VARIABLE WIDTH R.O.W.)
(VOL. 88043, PG. 558)

4.04-ACRE
JAMES L. BENSON
VOL. 73087, PG. 1373

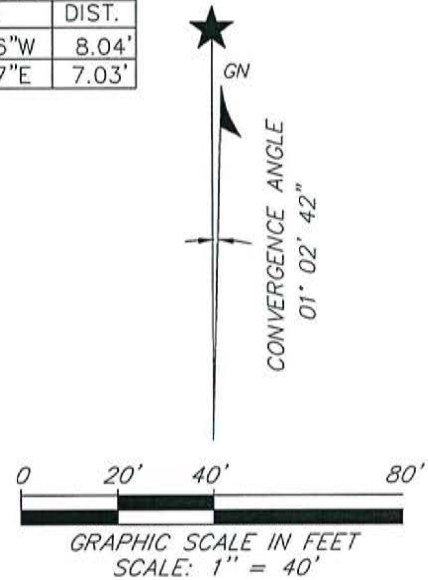


PG. = Page
SF = Square Feet
SRF = Steel Rod Found
VOL = Volume
° = Degrees
' = Minutes/Feet
" = Seconds

0.035-ACRE
JAMES L. BENSON
VOL. 2000098, PG. 4199

20' ALLEYWAY

3' SCREENING WALL
VOL. 2000089, PG. 3102



J. L. ANDERSON
A-25

60' R.O.W. DEDICATION
(VOL. 87229, PG. 489)

P.O.B.

N. 6,999,259.42
E. 2,557,125.41

VARIABLE WIDTH R.O.W. DEDICATION
(VOL. 2000089, PG. 3102)

Sheet 2 of 2

Notes for the following field notes:

- Bearings of lines in the following description reference Grid North of the Texas Coordinate System of 1983, North Central Zone derived from conventional survey measurements to published legacy monuments GPS-269 and GPS-270 from the City of Garland. The convergence (mapping) angle at the point of beginning is: 1° 02' 42"
- Reported distances are horizontal surface distances measured in U.S. Survey Feet computed using a combined factor of 0.999853769 by the formula:
Surface Distance = Grid Distance/ 0.999853769.
- Coordinate values reported herein are in U.S. Survey Feet and refer to The Texas Coordinate System of 1983, North Central Zone.

7' AERIAL ELECTRICAL EASEMENT

APRIL 2013

Project No.: 1189-DA

R-DELTA

ENGINEERS, INC.

ENGINEERS • LAND PLANNERS • LAND SURVEYORS

618 MAIN STREET GARLAND, TEXAS 75040

Tel (972) 494-5031 On the Web at www.rdelta.com

EXHIBIT B

General Notes to accompany the following field notes:

1. Bearings of lines in the following description reference Grid North of the Texas Coordinate System of 1983, North Central Zone derived from conventional survey measurements to legacy monuments GPS-269 (X=2,555,989.62 feet, Y=6,998,681.49 feet) and GPS-270 (X=2,556,877.29 feet, Y=6,999,607.13 feet) published by the City of Garland.
The convergence (mapping) angle at the point of beginning is: 1° 02' 42"
2. Reported distances are horizontal surface distances measured in U.S. Survey Feet computed using a combined factor of 0.999853769 by the formula:
Surface Distance = Grid Distance/0.999853769.
3. Coordinate values reported herein are in U.S. Survey Feet referenced to The Texas Coordinate System of 1983, North Central Zone.

BEING a 4,628-square-foot tract of land situated in the City of Garland in the J. L. Anderson Survey, Abstract No. 25, Dallas County, Texas, and being a portion of a 0.1685-acre tract described in the deed from Virginia Lucille Ward, et al to The City of Garland dated the 4th day of March, 1988, and recorded in Volume 88046, at Page 2902 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8-inch steel rod found for the west corner of said 4,628-square-foot City of Garland tract, the same being the south corner of a 1,399-square-foot tract of land styled PARCEL No. 151, County Project No. 375 Awarded to Dallas County, Texas, in the Condemnation Proceeding No. CC-74-750-b dated the 7th day of February, 1974, and recorded in Volume 74049, at Page 1594 of the Deed Records of Dallas County, Texas, said 3/8-inch steel rod having coordinates of:

X = 2,556,878.24 feet

Y = 6,999,530.70 feet

THENCE N 44°54'41"E with the southeasterly line of said 1,399-square-foot tract for a distance of 52.13 feet to a 5/8-inch steel rod 18 inches in length set in concrete and capped with a center-punched cross on a 3-1/4-inch aluminum disk and bearing the inscriptions "CITY OF GARLAND", "DO NOT DISTURB", "RIGHT OF WAY", "SURVEY MONUMENT" and having coordinates of:

X = 2,556,915.04 feet

Y = 6,999,567.62 feet

said capped steel rod also marking the beginning of a curve concave to the southwest having a radius of 844.74 feet, a central angle of 7°09'10", and a chord that bears S 42°23'50"E for a distance of 105.39 feet;

THENCE in a southeasterly direction with the arc of said curve for a distance of 105.46 feet to a 5/8-inch steel rod 18 inches in length set in concrete and capped with a center-punched cross on a 3-1/4-inch aluminum disk and bearing the inscriptions "CITY OF GARLAND", "DO NOT DISTURB", "RIGHT OF WAY", "SURVEY MONUMENT"

and having coordinates of:

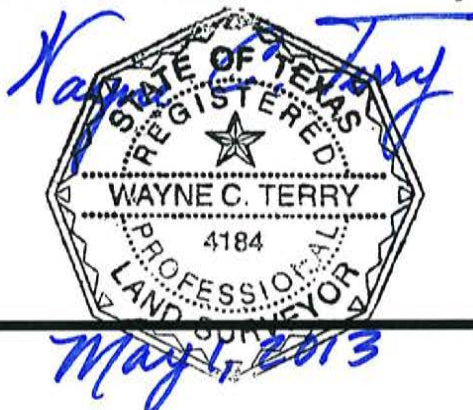
X = 2,556,986.09 feet

Y = 6,999,489.80 feet

and being in the southeasterly line of said 0.1685-acre tract and also being in the northwesterly line of a 4.04-acre tract of land described in the deed from Clyde Anderson to James L. Benson and wife, Lana J. Benson dated the 20th day of April, 1973 and recorded in Volume 73087, at Page 1373 of the Deed Records of Dallas County, Texas;

THENCE S 45°32'37"W with common line between said 0.1685-acre tract and the last mentioned 4.04-acre Benson tract for a distance of 33.75 feet to a 1/2-inch steel rod found marking the south corner of said 0.1685-acre tract and the east corner of a 0.29-acre tract of land described in the deed from Annie Lee Simmons to James L. Benson and wife, Lana Joyce Benson, dated the 24th day of June 1991, and recorded in Volume 91124, at Page 2718 of the Deed Records of Dallas County, Texas;

THENCE N 52°23'10"W with the common line between said 0.1685-acre tract and said 0.29-acre tract for a distance of 105.76 feet to the POINT OF BEGINNING and containing 4,628 square feet or 0.106 acres of land.



Sheet 1 of 2

4,628-SF TRACT

APRIL 2013

Project No.: 1189-DA

R-DELTA

ENGINEERS, INC.

ENGINEERS • LAND PLANNERS • LAND SURVEYORS

618 MAIN STREET GARLAND, TEXAS 75040

Tel (972) 494-5031 On the Web at www.rdelta.com

1189DA T.dwg

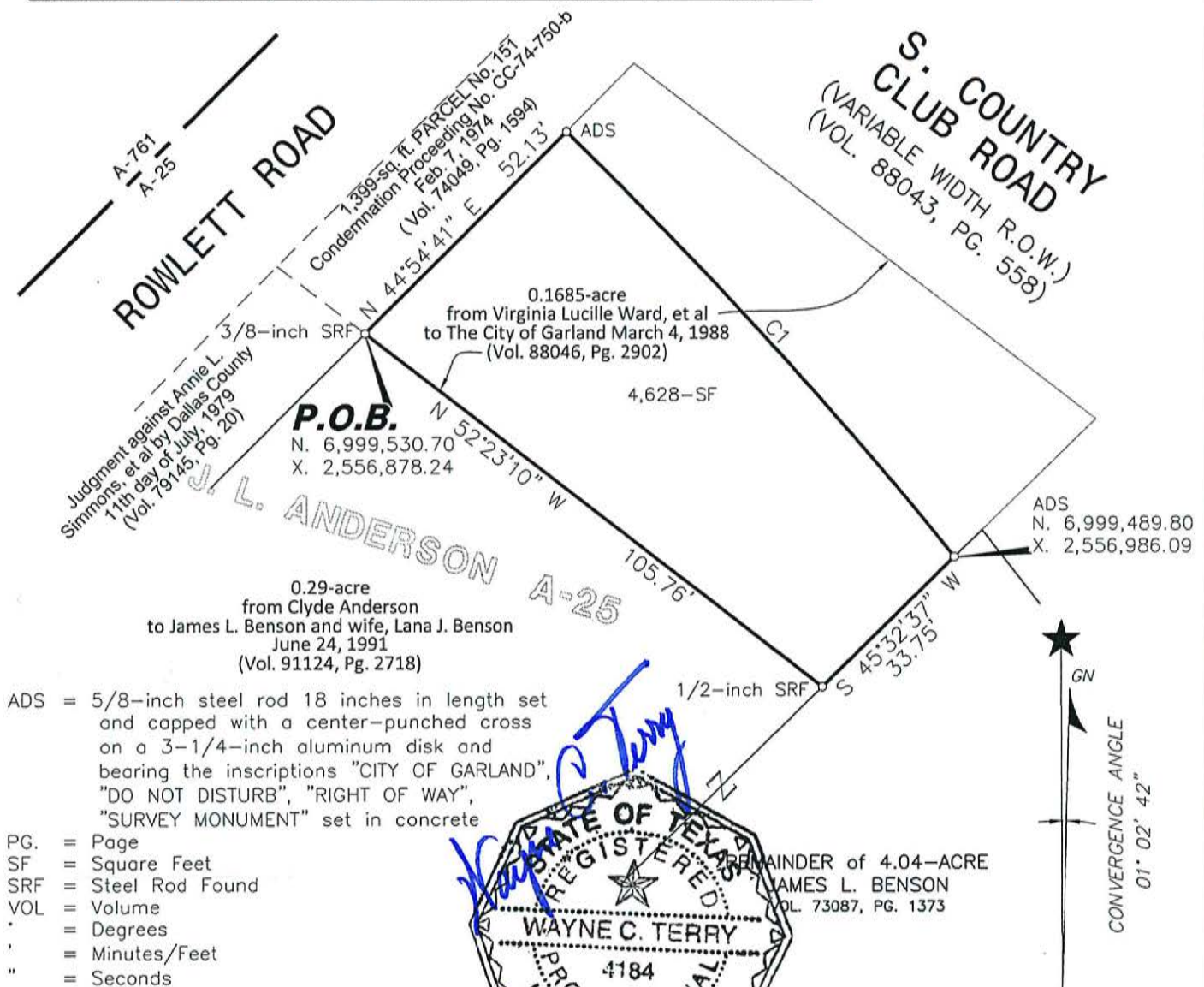
EXHIBIT B

4,628-SF TRACT

J. L. ANDERSON SURVEY, ABST. No. 25

CITY OF GARLAND, DALLAS COUNTY, TEXAS

	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD DIST.
C1	07°09'10"	844.74'	52.80'	105.46'	S. 42°23'50" E.	105.39'



ADS = 5/8-inch steel rod 18 inches in length set and capped with a center-punched cross on a 3-1/4-inch aluminum disk and bearing the inscriptions "CITY OF GARLAND", "DO NOT DISTURB", "RIGHT OF WAY", "SURVEY MONUMENT" set in concrete

PG. = Page
 SF = Square Feet
 SRF = Steel Rod Found
 VOL = Volume
 ° = Degrees
 ' = Minutes/Feet
 \" = Seconds

Notes for the following field notes:

- Bearings of lines in the following description reference Grid North of the Texas Coordinate System of 1983, North Central Zone derived from conventional survey measurements to legacy monuments GPS-269 (X=2,555,989.62 feet, Y=6,998,681.49 feet) and GPS-270 (X=2,556,877.29 feet, Y=6,999,607.13 feet) published by the City of Garland.
 The convergence (mapping) angle at the point of beginning is: 1° 02' 42"
- Reported distances are horizontal surface distances measured in U.S. Survey Feet computed using a combined factor of 0.999853769 by the formula:
 Surface Distance = Grid Distance/0.999853769.
- Coordinate values reported herein are in U.S. Survey Feet referenced to The Texas Coordinate System of 1983, North Central Zone.

Sheet 2 of 2

4,628-SF TRACT

APRIL 2013

Project No.: 1189-DA

R-DELTA

ENGINEERS, INC.

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618 MAIN STREET GARLAND, TEXAS 75040

Tel (872) 494-5031 On the Web at www.rdelta.com

EXHIBIT C

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That the City of Garland, a Texas home-rule municipality, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable consideration to Grantor in hand paid by James L. Benson, hereinafter referred to as Grantee, whose mailing address is 1306 Rowlett Road, Garland, Texas 75043, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee the following described property situated in Dallas County, Texas, to-wit:

Being a 4,628 square foot tract of land out of the 0.1685-acre tract of land conveyed to the City of Garland by Virginia Lucille Ward, et al by deed as recorded at Volume 88046, Page 2902 of the Deed Records of Dallas County, Texas, being more particularly described and set forth on Exhibit B, attached hereto and incorporated herein by reference (the Property).

This conveyance is made and accepted subject to any all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of Dallas County.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns forever and Grantor does hereby bind itself and its successors and assigns, to Warrant and Forever Defend, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person

whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS", EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN AND EXCEPT AS SET FORTH BELOW. GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THAT CERTAIN LAND EXCHANGE AGREEMENT DATED EFFECTIVE _____, 2013 (THE CONTRACT), TO THE EXTENT, AND FOR THE LIMITED PERIOD THAT, SUCH REPRESENTATIONS AND WARRANTIES SURVIVE THE CLOSING OF THE CONTRACT PURSUANT TO THE TERMS OF THE CONTRACT.

RELEASE. SUBJECT TO GRANTOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT, AND SUBJECT TO THE WARRANTY OF TITLE AS PROVIDED AND LIMITED HEREIN, WITHOUT LIMITING THE FOREGOING DISCLAIMERS BY GRANTOR, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT, GRANTEE HEREBY RELEASES GRANTOR AND (AS THE CASE MAY BE) GRANTOR'S EMPLOYEES, MANAGERS, REPRESENTATIVES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE CLAIMS) ARISING FROM OR RELATING TO ANY DEFECT OR OTHER CONDITIONS, SPECIFICALLY INCLUDING ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS SECTION INCLUDES, WITHOUT LIMITATION, ANY CLAIMS (INCLUDING INDEMNITY AND CONTRIBUTION CLAIMS) UNDER ANY ENVIRONMENTAL LAWS OF THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OF PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY WERE IN EXISTENCE ON THE DATE OF THE CONTRACT,

BUT SPECIFICALLY EXCLUDES ANY WARRANTIES OR REPRESENTATIONS SET FORTH IN THIS DEED OR OTHER DOCUMENTS DELIVERED BY GRANTOR AT CLOSING. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF GRANTEE'S SELECTION AND GRANTEE IS GRANTING THIS RELEASE OF ITS OWN VOLITION. THE FOREGOING WAIVER IS LIMITED TO GRANTOR AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES, AND AGENTS, AND IT DOES NOT APPLY TO ANY PRIOR OWNERS IN THE CHAIN OF TITLE TO THIS PROPERTY, NOR TO THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MANAGERS, REPRESENTATIVES OR AGENTS.

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

[SIGNATURE PAGE TO FOLLOW]

EXECUTED to be effective as of the _____ day of _____, 2013.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

By: _____

Name: _____

Title: Mayor

GRANTEE ACKNOWLEDGEMENT:

James L. Benson

THE STATE OF TEXAS ,

COUNTY OF DALLAS ,

This instrument was acknowledged before me on the _____ day of _____, 2013, by
_____, Mayor of the City of Garland, Texas.

Notary Public in and for the State of Texas

My Commission Expires: _____

(Typed or Printed Name of Notary)

EXHIBIT D

ELECTRICAL UTILITY EASEMENT

STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF DALLAS

§

That **James L. Benson and wife, Lana J. Benson**. ("Grantor") for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, including the benefits to be obtained by Grantors by reason of the construction of the improvements contemplated herein, the sufficiency of which is hereby acknowledged, paid in hand by the City of Garland, Texas, a Texas home-rule municipality, ("Grantee"), has **GRANTED AND CONVEYED**, and by these presents does **GRANT AND CONVEY** unto Grantee a perpetual privilege, right, and easement (the "Easement") in all that certain lot, tract, or parcel of land situated in the County of Dallas, State of Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area").

The Easement hereby granted is for the purpose of giving to Grantee, its successors and assigns (including its franchised or authorized utilities), the right to:

- (1) construct, reconstruct, alter, rebuild, enlarge, improve, connect to, and perpetually maintain electric utility facilities over, under, upon, across and within the Easement Area;
- (2) enter the Easement Area to inspect, operate, repair, replace, alter, expand, and remove those facilities;
- (3) enter upon, pass through, and have ingress and egress to the adjoining property of Grantors for the purpose of obtaining access to the Easement Area;
- (4) trim trees or shrubbery within the Easement Area to the extent reasonably necessary to prevent actual, threatened, or possible harm to or interference with the electric facilities; and
- (5) prevent the construction of or remove any buildings, structures, fences or other obstructions that may endanger or interfere with the efficiency, safety or operation of the electric facilities or access thereto.

The Easement hereby granted is for the purpose of giving to Grantee, its successors and assigns the right to construct, reconstruct, alter, rebuild, and perpetually maintain electrical facilities over, under and across the Easement Area together with the right to enter the Easement Area over the adjoining property of the grantors to inspect, operate, repair, replace, and remove those facilities.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors, assigns, and the public forever.

EXECUTED this the ____ day of _____, 2013.

GRANTORS:

James L. Benson

Lana J. Benson

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the ____ day of _____, 2013, by

_____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of

_____, 2013.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the ____ day of _____, 2013, by

_____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of

_____, 2013.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____



Policy Report

SALE OF PROPERTY TO HABITAT FOR HUMANITY

ISSUE

Consider the sale of a vacant lot located at 212 Southwood Dr. in the City of Garland to Habitat for Humanity.

OPTIONS

1. Approve the sale.
2. Do not approve the sale.

RECOMMENDATION

Sell the subject property to Habitat for Humanity. A resolution approving the sale has been placed on the May 21, 2013 Regular Meeting for Council's consideration.

BACKGROUND

On September 1, 2009, a single-family home located at 212 Southwood was struck off to the City of Garland pursuant to delinquent tax suit No. TX07- 40239, City of Garland vs. Raymond Canales. The deteriorated structure was a health and safety concern and was demolished by the City. Habitat for Humanity has offered to purchase this lot for \$15,000, which is the same as the current market value.

CONSIDERATION

Net court costs and costs of sale amount to \$5,152.11. In addition, the City is entitled to reimbursement for its costs in the amount of \$4,312.50, leaving \$5,535.39 that will be distributed to the City of Garland, Garland ISD, and Dallas County based on the pro rata percentages of the total judgment for taxes. Garland will receive \$1,367.60, with \$3,134.13 distributed to GISD and \$1,033.66 distributed to Dallas County. Because the sale price of \$15,000 is lower than the amount specified in the Judgment, this sale did require the consent of the other taxing units in the Judgment which has been obtained.

SALE OF PROPERTY TO HABITAT FOR HUMANITY

Page 2

ATTACHMENT(S)

1. Habitat for Humanity letter offering to purchase the property.
2. Proposed Deed Without Warranty.
3. Consents from GISD and Dallas County

Submitted By:

Approved By:

Mona L. Woodard,
Manager
Housing and Community Services

William E. Dollar
City Manager

Date:

Date:

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

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

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

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

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

+ATTORNEY - MEDIATOR

January 23, 2013

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

Via electronic-mail

Re: Offer by Habitat for Humanity of Greater Garland, Inc. to purchase 212 Southwood Dr.,
Garland, Texas

Dear Ms. Clark:

The above referenced lot was struck off to the City of Garland on September 1, 2009 at a Sheriff's Sale pursuant to delinquent tax suit No. 07-40239, City of Garland vs. Raymond Canales, et al. The property was struck off for the market value stated in the judgment, \$51,920.00. The Sheriff's Deed was recorded on November 5, 2009. Habitat for Humanity has offered to purchase this lot for \$15,000.00. The 2012 DCAD assessed value is \$15,000.00.

The costs and distribution of net proceeds are:

Court Costs		\$3,579.00
Sheriff's Costs of Sale		\$1,243.11
Publication Fees		\$330.00
Net Court Costs and Costs of Sale		<u>\$5,152.11</u>
City Post Sale Demolition Cost		\$2,812.50
City Maintenance & Administrative Fee		<u>\$1,500.00</u>
City of Garland	24.7%	\$1,367.60
Garland ISD	56.6%	\$3,134.13
Dallas County	18.7%	\$1,033.66
Total Tax Distribution		<u>\$5,535.39</u>
Net Court Costs and Costs of Sale		\$5,152.11
City Demolition and Administrative Costs		\$4,312.50
Total Tax Distribution		\$5,535.39
Total Sale Price		<u>\$15,000.00</u>

C. Clark
January 23, 2013
Page Two


Because the sale price is less than the total amount due under the Judgment, this sale does not meet the criteria of §34.05(h) and requires the consent of the other taxing units in the Judgment. Our office will obtain the necessary consent for the sale to proceed.

Please note that the City has abatement liens in the amount of \$3,370.81 and a civil penalties lien in the amount of \$66,993.55 on the property. Pursuant to the Texas Property Tax Code, these liens are only paid if there are excess proceeds after all entities are paid the full amount of taxes due. Through this sale, the City will not receive any funds to pay these liens and they will be extinguished.

If the City Council approves this transaction, please forward to me the executed Deed. I will contact Habitat for Humanity of Greater Garland, Inc. to complete the transaction.

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

Yours truly,

A handwritten signature in black ink, appearing to read "J. Douglas Burnside", with a long, sweeping horizontal line extending to the right.

J. Douglas Burnside
Attorney at Law

Re-sale Disbursement Worksheet
City of Garland

CAD Acct #:	26240500040060000
Property address:	212 Southwood Drive
Prior Owner:	Raymond Canales
Cause No.:	TX07-40239
Judgment Date:	January 15, 2009
Sheriff's Sale Date:	September 1, 2009
Judgment amount:	GISD \$9,115.36
	City \$3,977.56
	County \$3,006.30
	City liens \$70,364.36
Court costs:	\$3,579.00
Sheriff's fees for sale:	\$1,243.11
Publication fees for sheriff's sale, paid by Gay & McCall:	\$330.00

Checks to be disbursed as follows:

1.	Dallas County District Clerk	\$3,579.00
2.	Dallas County Sheriff	\$1,243.11
3.	Gay, McCall, Isaacks, Gordon & Roberts	\$330.00
4.	City of Garland (Post Sale Demolition & Maintenance)	\$4,312.50
5.	City of Garland (Taxes)	\$1,367.60
6.	Garland ISD	\$3,134.13
7.	John Ames, Dallas County Tax Assessor	\$1,033.66
	TOTAL	\$15,000.00

The cause number and Dallas Central Appraisal District tax account number should be on all checks.

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Habitat for Humanity of Greater Garland, Inc.**, a Texas nonprofit corporation, 1110 Main Street, Garland, Texas 75046 ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **212 Southwood Drive**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

Being Lot 6, Block 4, Glenfield Estates, an addition to the City of Garland, Texas according to the plat thereof recorded in the Deed Records of Dallas County, Texas, also known as 212 Southwood Dr., City of Garland, Dallas County, Texas (the "Property").

This Deed Without Warranty is subject to:

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

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including,

without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

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

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in **Cause 07-40239 in the 191st Judicial District Court, Dallas County, Texas**, and no more.

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 2013.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

By: _____
Mayor, City of Garland

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2013, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:



Policy Report

FIREFIGHTER INJURY LEAVE EXTENSION

ISSUE

Fire Captain Harley Warren sustained a back injury on September 26, 2011 while on-duty performing his duties as a Garland firefighter. Since the injury, Captain Warren has exhausted allowable injury leave under civil service laws and remains unable to return to work to perform regular job duties. Further medical treatment is required in order to rehabilitate the officer so that he may be able to return to work at the Fire Department and perform regular job duties.

Section 143.073 of the Municipal Civil Service for Firefighters and Police Officers specifies that a firefighter may be on a leave of absence for a line of duty injury and that the leave, if necessary, shall continue for at least one year. At the end of one year, the municipality's governing body may extend the line of duty injury leave at full or reduced pay. A copy of Section 143.073 is set forth below.

OPTIONS

1. Extend Harley Warren's injury leave at full pay for 6 months.
2. Extend Harley Warren's injury leave at reduced pay.
3. Do not extend Harley Warren's injury leave.

RECOMMENDATION

Chief Knight recommends that Harley Warren's injury leave be extended at full pay (Option 1), for 6 months, beginning May 21, 2013.

COUNCIL GOAL

Consistent Delivery of Reliable City Services

BACKGROUND

Captain Harley Warren sustained an on-duty back injury on September 26, 2011. He has been unable to return to full duty since then. However, Harley has returned on a limited duty status working at Fire Administration. He is now approved for medical treatment to repair his back, but he requires an extension of workers compensation time to allow adequate leave for medical treatment and recovery.

CONSIDERATION

Section 143.073 of the Texas Local Government Code (Municipal Civil Service for Firefighters and Police Officers) addresses police officer line of duty injuries and reads as follows:

§ 143.073. LINE OF DUTY ILLNESS OR INJURY LEAVE OF ABSENCE. (a) A municipality shall provide to a fire fighter or police officer a leave of absence for an illness or injury related to the person's line of duty. The leave is with full pay for a period commensurate with the nature of the line of duty illness or injury. If necessary, the leave shall continue for at least one year.

(b) At the end of the one-year period, the municipality's governing body may extend the line of duty illness or injury leave at full or reduced pay. If the fire fighter's or police officer's leave is not extended or the person's salary is reduced below 60 percent of the person's regular monthly salary, and the person is a member of a pension fund, the person may retire on pension until able to return to duty.

(c) If pension benefits are not available to a fire fighter or police officer who is temporarily disabled by a line of duty injury or illness and if the year at full pay and any extensions granted by the governing body have expired, the fire fighter or police officer may use accumulated sick leave, vacation time, and other accrued benefits before the person is placed on temporary leave.

(d) If a fire fighter or police officer is temporarily disabled by an injury or illness that is not related to the person's line of duty, the person may use all sick leave, vacation time, and other accumulated time before the person is placed on temporary leave.

(e) After recovery from a temporary disability, a fire fighter or police officer shall be reinstated at the same rank and with the same seniority the person had before going on temporary leave. Another fire fighter or police officer may voluntarily do the work of an injured fire fighter or police officer until the person returns to duty.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2001, 77th Leg., ch. 683, § 1, eff. Sept. 1, 2001.

ATTACHMENT

None

Submitted By:

Raymond Knight
Fire Chief

Date: May 15, 2013

Approved By:

William E. Dollar
City Manager

Date: May 15, 2013



City Council Item Summary Sheet

☒ **Work Session**

Date: May 20, 2013

☐ **Agenda Item**

Community Services Committee Report

Summary of Request/Problem

Council Member Lori Barnett Dodson, chair of the Community Services Committee, will provide a committee report on the following items:

- Spay/neutering Ordinance – The Committee is recommending approval of an ordinance amending Section 22.05(N) of Chapter 22, “Health”, of the Code of Ordinances. The proposed ordinance is included for council review and discussion.
- Sidewalk repair program.
- Garage sale regulations.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

William E. Dollar
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 22, "HEALTH", OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 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. 22.05(N) of Chapter 22, "Health", of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"(N) Sterilization of impounded animals required. The owner of an unspayed or unneutered dog or cat that has been impounded by the City must provide proof of sterilization of the impounded animal within thirty (30) days of the date the animal is reclaimed. A person commits an offense if the person is the owner of an unspayed or unneutered dog or cat, the dog or cat has been impounded by the City, the person reclaims the animal, and the person fails to provide proof of surgical sterilization within thirty (30) days of reclaiming the dog or cat."

Section 2

That Sec. 22.06(A)(1) of Chapter 22, "Health", of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

"(A) Impoundment fees generally. Impoundment fees shall be as follows:

(1) Class A, dogs and cats, each dog or cat:

	First Impoundment	Second Impoundment	Third Impoundment	Fourth Impoundment
Spayed or neutered	\$25.00	\$35.00	\$45.00	\$55.00
Unspayed or unneutered	\$125.00	\$150.00	\$175.00	\$200.00

If an impounded dog or cat is spayed or neutered and is wearing a valid City registration tag at the time it is impounded, the first impoundment fee will be waived. For an unspayed or unneutered dog or cat, if the owner provides proof of surgical sterilization to the Department within thirty days of the day the animal was reclaimed, the owner will be given a \$75.00 refund. Dogs and cats under the age of six months shall be charged the sterilized dog or cat impoundment fee. Animals may be exempted from sterilization upon written recommendation from a licensed veterinarian that such alternatives would be harmful or dangerous to the animal; and the owner shall be charged the lower impoundment fees for sterilized animals."

Section 3

That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas.

Section 4

That Chapter 22, "Health", 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 5

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 6

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

PASSED AND APPROVED this the _____ day of _____, 2013.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

☒ **Work Session**

Date: May 20, 2013

☐ **Agenda Item**

Animal Services Advisory Committee Report

Summary of Request/Problem

The Animal Services Advisory Committee (ASAC) is a six-person committee authorized by Section 22.23 of the Code of Ordinances to provide advice to the City Council and Managing Director of Health & Code Compliance in regards to the Animal Shelter operation. The current composition is six members filling roles as set by Section 22.23 and the Texas Health & Safety Code: Dr Bill Dunn, DVM, Chair (licensed veterinarian); Mr. Dennis Wooten, Richardson Supervisor of Animal Services (operator of an animal shelter); Ms. Yvette Diaz (representative of an animal welfare organization); Mr. Robby Neill, Garland Director of Risk Management (county or municipal official); Ms. Anita Rushlau (Garland resident) and Mr. Tony Jenkins, Dallas County Asst. Director of Health & Human Services (public health official).

The ASAC Chair will update Council on the committee's activities and staff will provide status on key departmental initiatives.

Recommendation/Action Requested and Justification

Submitted By:

**Richard T. Briley
Managing Director of Health
& Code Compliance**

Approved By:

**William E. Dollar
City Manager**



City Council Item Summary Sheet

☒ **Work Session**

Date: May 20, 2013

☐ **Agenda Item**

Transportation and Commerce Committee Report

Summary of Request/Problem

Mayor Pro Tem John Willis, chair of the Transportation and Commerce Committee will make a committee report on the following items:

- Regional Transportation Council activities.
- Dallas Regional Mobility Coalition activities.
- Updates from Dean International, Inc. on Interstate Highway 30, Interstate Highway 635, and State Highway 78 developments.
- Updates concerning transportation policy, legislation, and organizations.
- Updates on the Texas High Speed Rail and Transportation Corporation (THSRTC) and the Transportation Excellence for 21st Century (TEX-21). The Committee is recommending that Council discuss and consider a resolution supporting a high speed rail connection at the DFW International Airport.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

William E. Dollar
City Manager



City Council Item Summary Sheet

☒ Work Session

☒ Agenda Item

Date: May 20, 2013
May 21, 2013

Heritage Park Relocations – Change Order No. 1

Summary of Request/Problem

Council is requested to consider Change Order No. 1 in the amount of \$63,700 to the Guaranteed Maximum Price contract with Hill & Wilkinson General Contractors for the “Heritage Park Relocations and Southwest Quadrant of Walnut Pedestrian Corridor.” This change order will provide the temporary relocation of the Lyles and Pace Houses in order to provide an opportunity to explore additional options for the disposition of the houses.

Recommendation/Action Requested and Justification

Approve by minute action authorizing the City Manager to execute Change Order No. 1 in the amount of \$63,700 to the Guaranteed Maximum Price contract with Hill and Wilkinson General Contractors.

Submitted By:

Approved By:

William E. Dollar
City Manager



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: <input type="checkbox"/>
City Center - Heritage Park and Walnut Pedestrian Corridor	DATE: 5/10/13	ARCHITECT: <input type="checkbox"/>
393 N. Sixth Street		CONTRACTOR: <input type="checkbox"/>
Garland, TX 75040		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 12004.000	OTHER: <input type="checkbox"/>
Hill & Wilkinson General Contractors	CONTRACT DATE: Award Date: 5/7/13	
2703 Telecom Parkway	CONTRACT FOR: General Construction	
Suite 120		
Richardson, TX 75082		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Temporary relocation and storage of Pace and Lyles Houses by trailering not to exceed six (6) months per Architect's Supplemental Instructions (ASI) #1:

Pace House - place on trailer and storage for two (2) months:	\$22,800.00
Pace House - storage for an additional four (4) months @ \$1,200.00 per month:	\$4,800.00
Lyles House - place on trailer and storage for two (2) months:	\$31,300.00
Lyles House - storage for an additional four (4) months @ \$1,200.00 per month:	\$4,800.00
Total:	\$63,700.00

The original Contract Sum was	\$	1528308
The net change by previously authorized Change Orders	\$	0
The Contract Sum prior to this Change Order was	\$	1,528,308.00
The Contract Sum will be increased by this Change Order in the amount of	\$	63700
The new Contract Sum including this Change Order will be	\$	1,592,008.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VAI Architects Incorporated	Hill & Wilkinson General Contractors	City of Garland
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
16000 North Dallas Parkway	2703 Telecom Parkway	PO Box 469002
Suite 200	Suite 120	Garland, TX 75046-9002
Dallas, TX 75248	Richardson, TX 75082	
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Clint Ashworth	Steve Camp	
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE



val architects Incorporated
16000 north dallas parkway · suite 200
dallas · texas 75248
(972) 934-8888 · (972) 458-2323 fax

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

OWNER ☒ ARCHITECT ☒ CONSULTANT ☒ CONTRACTOR ☒ FIELD ☐

Project: Garland City Center – Historic Relocation Architect's Supplemental
Owner: City of Garland Instruction No.: 001
To: Hill-Wilkinson, Inc. Date of Issuance: May 10, 2013
Architect's Project No.: 12004.000
Owner PN: _____

The work shall be carried out in accordance with the following supplemental instructions in accordance with the Contract Documents without change in Contract Sum or Contract time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect.

Description:

In lieu of demolition of the wood-framed Building identified as the Lyles House, anchorage and utilities shall be disconnected and the structure secured to allow for placement upon a moving trailer. The structure shall then be transferred to a specific location, as identified by the City of Garland, and temporarily stored at this location for a period of not more than six (6) months. The specified location shall be within the vicinity of the parking area and flood plain just east of the Granville Performing Arts Center.

In lieu of relocation of the wood-framed Building identified as the Pace House to Central Park as identified in the drawings, anchorage and utilities shall be disconnected and the structure secured to allow for placement upon a moving trailer. The structure shall then be transferred to a specific location, as identified by the City of Garland, and temporarily stored at this location for a period of not more than six (6) months. The specified location shall be within the vicinity of the parking area and flood plain just east of the Granville Performing Arts Center.

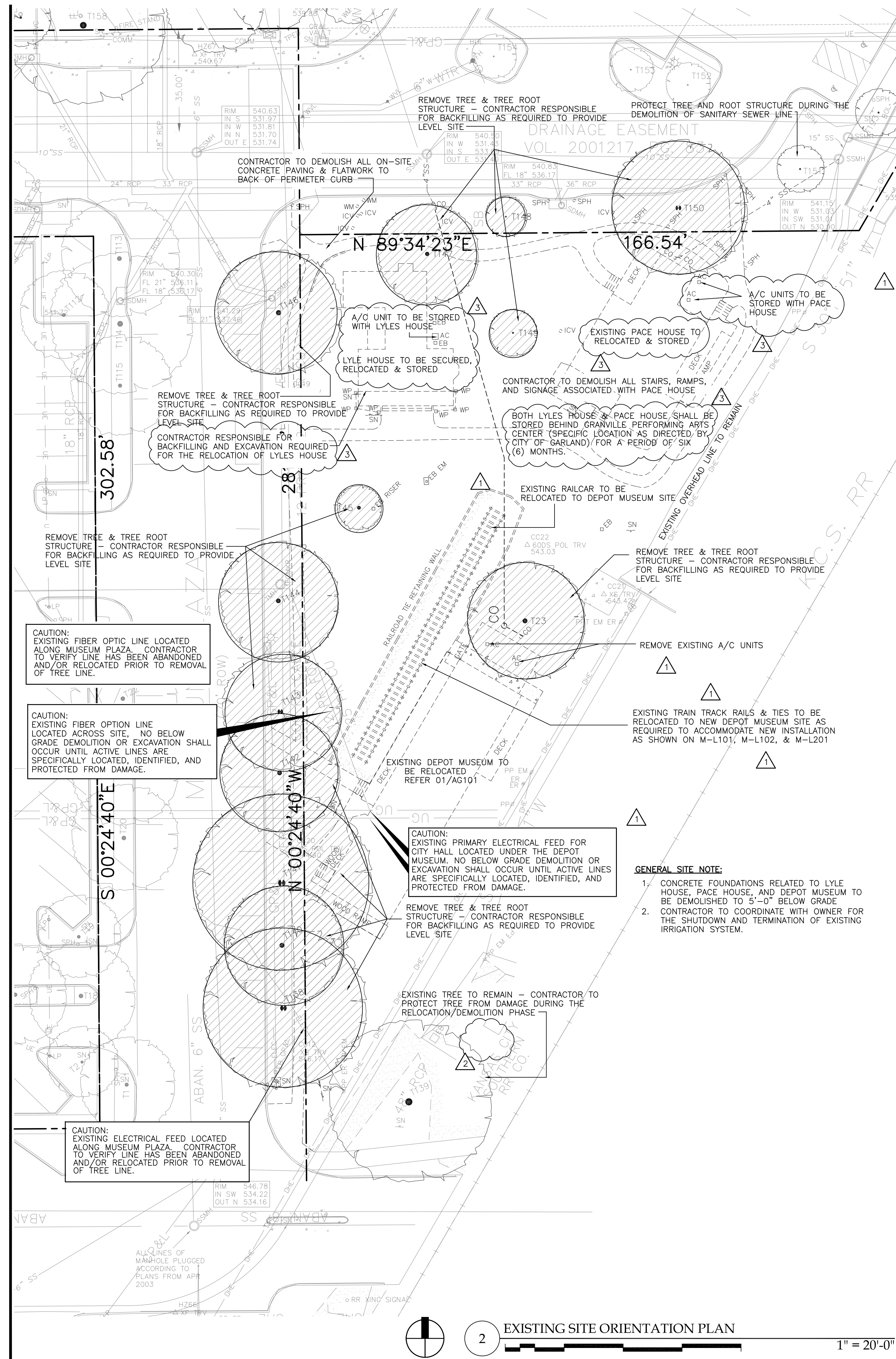
Replace Sheet AG101 dated April 19, 2013 with Revised Sheet AG101 dated May 10, 2013.

DELETE Sheets P-C2.01, P-C2.02, P-C3.01, P-C3.02, P-C5.01, P-S1.01, P-S2.01, P-S3.01, P-S3.02, P-A1.01, P-A2.01, P-A2.02, P-MEP 0.01, and P-MEP 1.01 dated February 8, 2013 in their entirety.

Attachments:

Sheet AG101, dated April 25, 2013

Issued by: VAI Architects 5/10/2013
Architect Date



PROJECT NOTES

1. SHOP DRAWINGS AND/OR FULLY DESCRIPTIVE CATALOG DATA SHALL BE SUBMITTED AND APPROVED PRIOR TO FABRICATION OR ORDERING OF ANY MATERIALS. DATA SHALL INCLUDE DIMENSIONS, TECHNICAL INFORMATION, AND OTHER DATA NECESSARY TO EVALUATE THE PROPOSED MATERIALS.
2. MAINTAIN THE INTEGRITY OF ALL EXISTING STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING MATERIALS WHICH COMPLY WITH ALL APPLICABLE FIRE AND BUILDING CODES. INCLUDE DOCUMENTATION WITHIN PRODUCT DATA SUBMITTAL..
3. ALL SUB-CONTRACTORS SHALL RECEIVE A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND SPECIFICATIONS AND SHALL BE RESPONSIBLE FOR THEIR SPECIFIC AREA OF WORK. IT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR TO REVIEW ALL DOCUMENTS FOR A FULL DEFINITION OF THEIR REQUIRED SCOPE.
4. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS PRIOR TO SUBMITTING BID. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIAL, EQUIPMENT, LABOR, AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK AS REQUIRED BY THE PLANS AND SPECIFICATIONS.
5. OWNER SHALL DESIGNATE ALL ON-SITE STAGING AREAS, ENTRANCES AND PARKING FOR CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL DEMOLITION AND RELOCATION ACTIVITIES WITH OWNER IN ADVANCE OF WORK, AND SHALL AVOID DISRUPTION OF OWNER'S ONGOING OPERATIONS EXCEPT AS AGREED UPON WITH OWNER.
6. CONTRACTOR SHALL REPORT IN WRITING ANY DISCREPANCIES, OMISSIONS OR INCONSISTENCIES IN THE CONTRACT DOCUMENTS TO THE ARCHITECT FOR VERIFICATION BEFORE STARTING CONSTRUCTION. DO NOT PROCEED WITH CONSTRUCTION UNTIL DISCREPANCIES ARE RESOLVED.
7. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF CONFLICTS ARISE WITH ANY EXISTING SERVICE LINES. ARCHITECT WILL ISSUE SUPPLEMENTAL INSTRUCTIONS IF REQUIRED..
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND ADEQUACY OF HIS PLANT, APPLIANCES, AND METHODS. HE SHALL ERECT AND MAINTAIN AT ALL TIMES PROPER SAFEGUARDS AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK FOR THE PROTECTION OF WORKMEN, OWNER, AND OWNER'S PROPERTY, AND SHALL POST DANGER WARNINGS AGAINST HAZARDS CREATED BY THE CONSTRUCTION OPERATION. HE SHALL DESIGNATE A RESPONSIBLE MEMBER OF HIS ORGANIZATION ON THE WORK, WHOSE DUTY SHALL BE THE PREVENTION OF ACCIDENTS. IN ABSENCE OF NOTICE TO THE CONTRARY, FILED IN WRITING TO THE OWNER, THIS PERSON WOULD BE THE SUPERINTENDENT OF THE CONTRACTOR.
9. EXISTING CONSTRUCTION SHALL BE CUT, ALTERED, REMOVED OR TEMPORARILY REMOVED, OR REPLACED AS NECESSARY FOR PERFORMANCE OF WORK UNDER THIS CONTRACT. CONSTRUCTION THAT IS REPLACED SHALL MATCH SIMILAR EXISTING ADJACENT CONSTRUCTION. STRUCTURAL MEMBERS SHALL NOT BE CUT OR ALTERED, EXCEPT WHERE NOTED ON DRAWINGS. WITHOUT AUTHORIZATION OF THE OWNER, WORK REMAINING IN PLACE WHICH IS DAMAGED OR DE-FACTO DURING THIS WORK SHALL BE RESTORED TO THE CONDITION EXISTING AT TIME OF AWARD OF CONTRACT.
10. WHERE REPAIRS TO EXISTING SURFACES ARE REQUIRED DUE TO CONSTRUCTION ACTIVITIES, PATCH TO PRODUCE SURFACES SUITABLE FOR NEW MATERIALS. RESTORE FINISHED SURFACES INTO ADJOINING SURFACES IN A MANNER THAT ELIMINATES EVIDENCE OF PATCHING AND REFINISHING.
11. CONTRACTOR SHALL COORDINATE REMOVAL AND CLEANUP OF ALL DEBRIS CAUSED BY HIS WORK DURING CONSTRUCTION AND THE STORAGE OF ALL BUILDING MATERIALS WITH OWNER. CLEAN ALL AREAS TO "AS IS" CONDITIONS AT THE END OF EACH WORKDAY.

GENERAL DEMOLITION NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING WORK. IF FIELD CONDITIONS VARY, THE OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
2. OWNER HAS MARKED AND/OR TAGGED ITEMS TO BE MOVED. OWNER SHALL MOVE/ REMOVE ANY MOVABLE / FREESTANDING FURNISHINGS AND ACCESSORIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER IF ADDITIONAL ITEMS ARE REQUIRED TO BE MOVED PRIOR TO THE START OF CONSTRUCTION.
3. THE OWNER HAS FIRST RIGHTS OF SALVAGE OF ALL DEMOLISHED ITEMS INCLUDING BUT NOT LIMITED TO FIXTURES, EQUIPMENT AND BUILDING MATERIALS, ETC. REMOVED AS PART OF THE DEMOLITION. REMOVE ALL OTHER DEBRIS AND WASTE FROM THE SITE AND DISPOSE OF PROPERLY, IN ACCORDANCE WITH ANY FEDERAL, STATE, AND LOCAL REGULATIONS. PRIOR TO START OF DEMOLITION, SECURE FROM THE OWNER A LIST OF EXISTING BUILDING COMPONENTS TO BE SALVAGED AND DELIVERED TO THE OWNER. EXERCISE SUFFICIENT CARE IN SALVAGE OPERATIONS SUCH THAT SALVAGED COMPONENTS ARE DELIVERED TO THE OWNER IN THEIR EXISTING CONDITION.

STRUCTURAL INTEGRITY

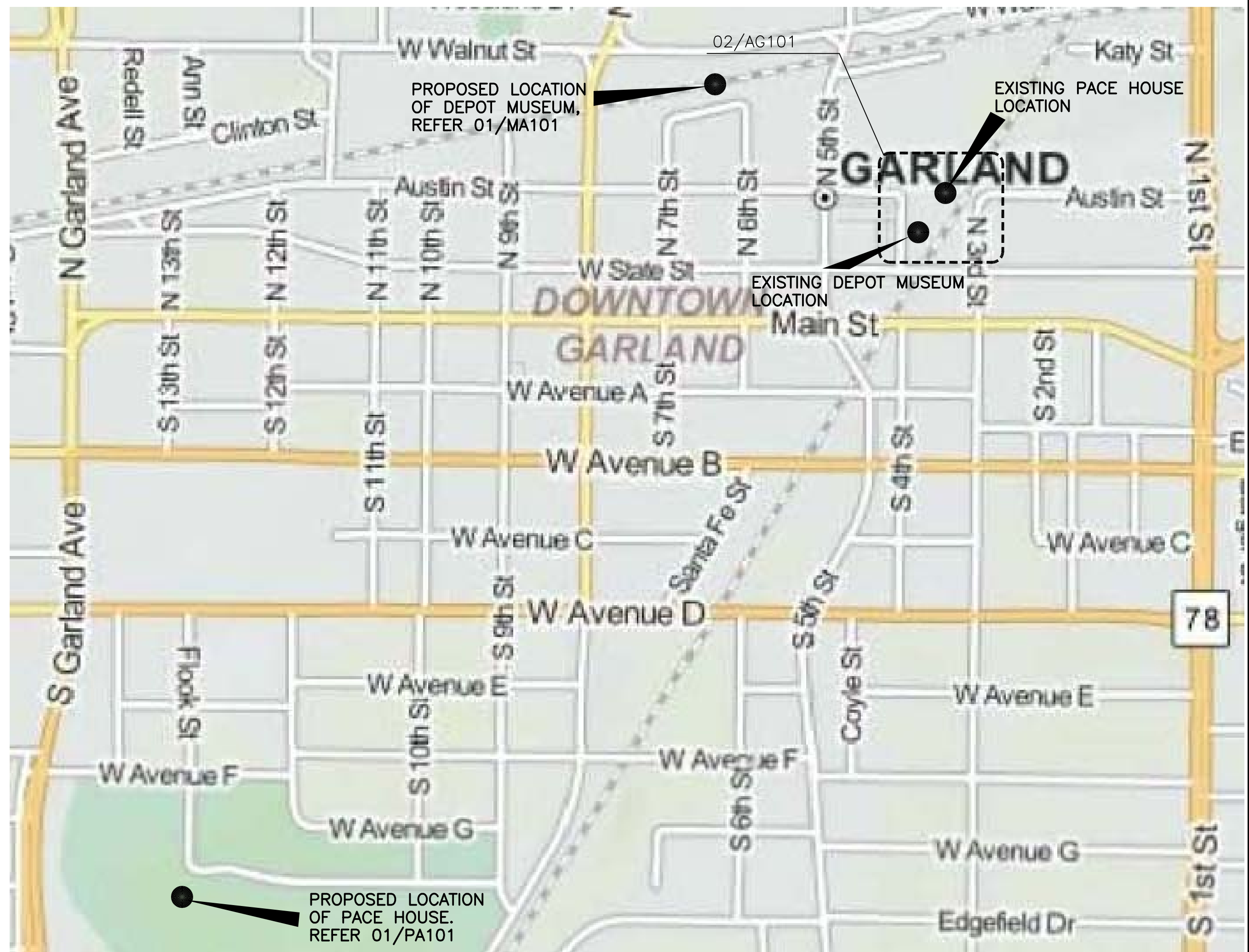
4. PROVIDE SHORING, BRACING AND SUPPORTS ADEQUATE TO MAINTAIN STRUCTURAL INTEGRITY OF THE EXISTING WALLS AND CEILINGS DURING RELOCATION..
5. CONTRACTOR IS RESPONSIBLE TO MAINTAIN STRUCTURAL INTEGRITY OF EXISTING STRUCTURES WHILE PREPARING FOR RELOCATION, DURING RELOCATION, AND PLACEMENT OF STRUCTURE. EXISTING CONSTRUCTION SHOULD BE VERIFIED PRIOR TO PROCEEDING WITH RELOCATION AND/OR DEMOLITION OF STRUCTURES. REVIEW EXISTING ANY AS-BUILT DOCUMENTS THAT MAY BE AVAILABLE TO VERIFY EXTENT OF EXISTING STRUCTURAL ELEMENTS. CONTRACTOR RESPONSIBLE FOR DESIGN AND CONSTRUCTION OF STRUCTURAL MODIFICATIONS REQUIRED IF REINFORCEMENT OR OTHER STRUCTURAL MEMBER IS CUT.

CUTTING AND PATCHING

6. ANY EXISTING CONSTRUCTION THAT IS TO BE REMOVED, SHALL BE REMOVED CAREFULLY SO AS NOT TO DAMAGE ANY EXISTING CONSTRUCTION THAT IS TO REMAIN. WALLS AND CEILINGS ARE TO BE PATCHED (IN

HAZARDOUS MATERIAL

7. HAZARDOUS MATERIALS MAY BE ENCOUNTERED AT SUBJECT CONSTRUCTION SITE. REFER TO ANY EXISTING HAZARDOUS MATERIALS REPORT PRIOR TO CONSTRUCTION. IF UNFORESEEN HAZARDOUS MATERIALS ARE ENCOUNTERED DURING WORK, STOP WORK IMMEDIATELY AND NOTIFY OWNER OF HAZARDOUS MATERIAL.



architect



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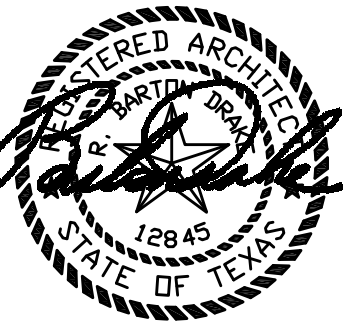
STRUCTURAL ENGINEERING

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Dallas, Texas 75219
469.310.2850t

EP ENGINEER

Jordan & Skala Engineers
855 north dallas parkway, suite
dallas, texas 75287
469.385.1616 t 469.385.1615
www.jordanskala.com

al / disclaimer



05/10/2013

Client / owner

City of Garland



project

City of Garland Historic Structure Relocation

revision no: issue date:

1\ADD. NO. 1 2/18/2013

2\CITY CMTS 4/19/2013

3\ASI 001 5/10/2013

Issue date:

FEBRUARY 8, 2013

ai project no.:

12004.000

Drawn by: _____ checked by: _____

A CA

Issue title:

FINAL CONST. PKG.

Sheet title:

Relocation Plan / Overall Site Demolition Plan

Sheet no:

AG101

CASE NOs. 120913-2