



AGENDA

**CITY COUNCIL WORK SESSION
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
May 4, 2015
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]

1. Written Briefings:

a. Texas Department of Transportation – Selective Traffic Enforcement Program – “Click It or Ticket” Grant

Council is requested to consider authorizing the acceptance of a Texas Department of Transportation – Selective Traffic Enforcement Program – “Click It or Ticket” Grant in the amount of \$4,956.37. The purpose of this grant is to save lives by increasing occupant restraint use in all passenger vehicles and trucks by conducting intense occupant protection enforcement as well as public information and education efforts during the enforcement period of May 18 – May 31. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 5, 2015 Regular Meeting.

b. Sale and Abandonment of Eastgate Drive to Racetrac

Council is requested to consider selling and abandoning the remaining portion of Eastgate Drive from the IH-635 Frontage Road to Northwest Highway to RaceTrac for \$40,000. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 5, 2015 Regular Meeting.

c. Interlocal Agreement with the City of Sachse for Pleasant Valley Bridge – Richfield Drive to Miles Road

Council is requested to consider whether to enter into an Interlocal Agreement with the City of Sachse allowing for the proper construction of Pleasant Valley Road at the City limit lines and including a portion of Sachse’s proposed wastewater main in Garland as part of Garland’s bid package. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 19, 2015 Regular Meeting.

d. Consider Resolution Authorizing Purchase of 3.16 Acre Addition to the Spring Creek Greenbelt

Council is requested to consider a resolution authorizing the City Manager to enter into a Purchase Agreement for a 3.16 acre tract of land located in and around the Spring Creek Greenbelt. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 19, 2015 Regular Meeting.

e. Change Order No. 2 to BL 05560 Web Based Uniform Purchase Program

Council is requested to consider Change Order No. 2 to BL 05560 in the amount of \$173,622.43 with Galls, LLC to provide uniforms and clothing items to the Garland Fire Department. This item is scheduled for formal consideration at the May 5, 2015 Regular Meeting.

f. Second Quarter Financial Results for FY 2014-15

Second quarter financial results for FY 2014-15 provides a financial status on the General Fund, major utility funds, and any non-major funds that currently have fiscal issues.

g. Appointment to the GHFC Board

Shannon D. Gray resigned as a representative of the Garland Housing Finance Corporation (GHFC) Board on April 1, 2015. 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, J. Christopher Luna responded. Council previously interviewed Mr. Luna at the March 17, 2015 Work Session. Council is scheduled to formally appoint a representative to the GHFC at the May 5, 2015 Regular Meeting.

Item	Key Person
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2. Verbal Briefings:

a. DART Quarterly Report

Cheney/Thomas

Council will be updated on DART's services, activities, programs and projects within Garland.

b. Transportation Report

Dean/Schaffner

Dean International, the City's transportation consultant, will update Council on the following:

- Transportation Program Updates
 - IH-635
 - Consider a Resolution regarding the Development of the IH-635 East Project and in support of an Expiring Revenue Enhancement funding mechanism.
 - IH-30
- Strategic Events Update
- Advocacy Group Update
- Transportation Updates
 - TEX-21
 - Regional Policy
 - Federal Policy
 - State Update

c. Community Services Committee Report

Goebel

Council Member Anita Goebel, chair of the Community Services Committee, will provide a committee report on the following items:

- *Damaged Screening Wall Enforcement*
- *Reward Program for Reporting Illegal Tire Dumping*

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.

5. Adjourn

Council



Meeting: Work Session

Date: May 4, 2015

Policy Report

TEXAS DEPARTMENT OF TRANSPORTATION'S S.T.E.P – “Click It or Ticket” – GRANT

ISSUE

Council is requested to consider accepting a Texas Department of Transportation (TXDOT) – Selective Traffic Enforcement Program (STEP) - CIOT (Click It or Ticket) Grant.

OPTIONS

1. Accept TxDOT S.T.E.P. grant funding.
2. Do Not Accept TxDOT S.T.E.P. grant funding.

RECOMMENDATION

Option 1: Accept TxDOT grant funding for the Selective Traffic Enforcement Grant, “Click It or Ticket,” for increased safety belt compliance, May 18, 2015 – May 31, 2015. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 5, 2015 Regular Meeting.

COUNCIL GOAL

Safe, Family-Friendly Neighborhoods
Financially Stable Government

BACKGROUND

The Garland Police Department has successfully participated in S.T.E.P. enforcement grants for many years. The purpose of this grant is to save lives by increasing occupant restraint use in all passenger vehicles and trucks by conducting intense occupant protection enforcement as well as public information and education efforts during enforcement period. Enforcement of these efforts will be focused throughout the City of Garland.

CONSIDERATION

If accepted, the \$4,956.37 grant will provide 100% salary reimbursement for officers conducting CIOT enforcement during the enforcement period, May 18, 2015 – May 31, 2015. The grant is fully funded by the Texas Department of Transportation (TxDOT). The City of Garland is not required to provide matching funds.

ATTACHMENT

None

Submitted By:

Mitchel L. Bates
Chief of Police

Date: May 1, 2015

Approved By:

Bryan L. Bradford
City Manager

Date: May 1, 2015



Policy Report

SALE AND ABANDONMENT OF EASTGATE DRIVE TO RACETRAC

ISSUE

Consider selling and abandoning the remaining portion of Eastgate Drive from the IH-635 Frontage Road to Northwest Highway to RaceTrac for \$40,000.

OPTIONS

1. Sell Eastgate Drive to RaceTrac.
2. Take no action.

RECOMMENDATION

Approve Option 1. If Council concurs with this recommendation, staff will prepare a Resolution authorizing the Mayor to sign a Deed Without Warranty conveying the remaining portion of Eastgate Drive to RaceTrac and execute the accompanying Abandonment Agreement for the May 5, 2015 Regular Session.

COUNCIL GOAL

Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs
Safe, Family-Friendly Neighborhoods

BACKGROUND

The City of Garland partnered with TxDOT to construct the IH-635 frontage road from Centerville to Northwest Highway by allowing TxDOT to utilize the Eastgate Drive right-of-way (ROW). As a result of the construction project, a small portion of Eastgate Drive remains from the newly constructed frontage road to Northwest Highway. The completed frontage road includes an improved intersection at Northwest Highway that results in the remnant portion of Eastgate Drive, offering little benefit for traffic flow in the area. The City currently still owns and maintains this remnant portion of Eastgate Drive.

SALE OF EASTGATE DRIVE TO RACETRAC

Page 2

RaceTrac approached the City requesting the purchase of the remnant Eastgate Drive. Pending the acquisition of Eastgate Drive, RaceTrac proposes a complete reconstruction of their existing site complete with new facility, new fueling stations, parking lot, etc...

The remnant portion of Eastgate Drive is fifty (50) feet wide and contains City and franchise utilities located on both sides of the road. Due to the limited width and encumbrance of utilities, the land cannot be developed as a separate lot. The two (2) adjacent land owners are TxDOT and RaceTrac. TxDOT has already retained the necessary ROW required to maintain the frontage road leaving RaceTrac as the only adjacent property owner to have an interest in acquiring the ROW.

City Administration negotiated a price of \$40,000 to sell and abandon the remnant portion of Eastgate Drive to RaceTrac. The proposed Abandonment Agreement includes retention of utility easements for proper maintenance of any facilities. All affected utility companies, including the City's Water and Wastewater Departments and GP&L, have reviewed the proposed abandonment and concurred with the easements retained.

CONSIDERATION

1. The Eastgate Drive right-of-way is no longer required due to the frontage road improvements recently completed by TxDOT. The limited width and encumbrances of utilities does not allow the land to be developed as a separate lot. The abandonment would allow RaceTrac to proceed with the proposed renovation and reconstruction of their entire site, allowing better utilization of the property.
2. The City Attorney's Office has reviewed this information.

ATTACHMENTS

1. Location Map
2. Proposed Eastgate Drive Abandonment Agreement
3. Original Eastgate Drive R.O.W. Abandonment Instruments
4. Easements to be retained for Public Utilities

Submitted By:

Michael C. Polocek, P.E.
Director of Engineering

Date: April 21, 2015

Approved By:

William E. Dollar
City Manager

Date: April 21, 2015

RESOLUTION NO.

A RESOLUTION APPROVING THE ABANDONMENT, RELEASE, AND CONVEYANCE OF A PUBLIC RIGHT OF WAY, EASTGATE DRIVE SOUTH OF NORTHWEST HIGHWAY, IN THE EASTGATE ADDITION; AUTHORIZING THE MAYOR OF THE CITY OF GARLAND TO EXECUTE A DEED CONVEYING THE PROPERTY TO RACETRAC PETROLEUM, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a certain public right-of-way, Eastgate Drive south of Northwest Highway, being in the Eastgate Addition to the City of Garland, Texas according to Dallas County Public Records No. 72014-1851, and more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by reference ("Property");

WHEREAS, the City has determined that the Property is no longer needed for public use and should be abandoned and conveyed to the abutting property owner, RaceTrac Petroleum, Inc. ("Grantee");

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

Section 1

That the abandonment and conveyance of the Property by the City of Garland to the Grantee is hereby approved.

Section 2

That the Mayor is hereby authorized to execute a Deed Without Warranty, the form and substance of which is attached as Exhibit "A" and incorporated herein by reference, conveying the Property to the Grantee.

Section 3

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

PASSED AND APPROVED this the ____ day of _____, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

ABANDONMENT DEED WITHOUT WARRANTY

STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF DALLAS

§

That the **City of Garland, Texas, a Texas home-rule municipality** ("Grantor"), for ten dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **RaceTrac Petroleum, Inc., a Georgia corporation** ("Grantee"), has **GRANTED, ABANDONED, AND CONVEYED**, and by these presents does **GRANT, ABANDON, AND CONVEY** unto Grantee all of its interests, of whatever nature, in 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 "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 UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT THE PROPERTY IS CONVEYED "AS IS - WHERE IS, WITH ALL FAULTS".

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

EXECUTED this the ____ day of _____, 2015.

GRANTOR:

CITY OF GARLAND, TEXAS

By: _____
Mayor

[Acknowledgement on Following Page]

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the ____ day of _____, 2015, by Douglas Athas, Mayor of the City of Garland, Texas, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2015.

Notary Public in and for the State
of Texas

Typed or Printed Name of Notary

My Commission Expires:_____

ABANDONMENT OF RIGHT-OF-WAY AGREEMENT

THIS ABANDONMENT OF RIGHT-OF-WAY AGREEMENT (the "Agreement") is made and executed effective as of _____, 2015, by and between RACETRAC PETROLEUM, INC., a Georgia corporation ("RaceTrac") and the CITY OF GARLAND, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS:

- A. **WHEREAS**, the City is the owner of that certain public right-of-way generally located within the 2100 block of Eastgate Drive, City of Garland, Dallas County (the "ROW");
- B. **WHEREAS**, due to recent TXDOT improvements to the I-635 service road running adjacent to the ROW, it is no longer practical or useful for the City to maintain certain portions of the ROW;
- C. **WHEREAS**, RaceTrac is the abutting property owner of the ROW who owns the underlying fee simple title to that certain tract of land, being more particularly depicted and described on Exhibit A ("RaceTrac Property"), which is attached hereto and incorporated herein by reference;
- D. **WHEREAS**, RaceTrac has requested, and the City has agreed, that the City shall abandon and convey to RaceTrac that portion of the ROW depicted and described on Exhibit B attached hereto and incorporated herein by reference (the "Abandonment Area") pursuant to the terms hereof;
- E. **WHEREAS**, the ROW is partially comprised of public utility easements ("Easement Area"), as more particularly described in Exhibits "B", "C", and "D", attached hereto and incorporated herein by reference, which is a part of the Abandonment Area, will remain as a dedicated public easement until such time RaceTrac determines whether it is necessary to move the "Easement Area" to another location upon or within the RaceTrac Property;
- F. **WHEREAS**, RaceTrac and the City now desire to enter into this Agreement for the purposes of the City abandoning portions of Eastgate Drive which are no longer practical to maintain or useful to the public ("Abandonment Area"), being more particularly depicted and described on Exhibit "A", which is attached hereto and incorporated herein by reference, and RaceTrac redeveloping the RaceTrac Property;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. RaceTrac agrees to purchase the Abandonment Area from the City for the purchase price of \$40,000. RaceTrac agrees to deliver a cashier's check for the entire amount of the Purchase Price upon acceptance of the City's deed without warranty, conveying the Abandonment Area to RaceTrac pursuant to below Section 3. RaceTrac agrees to accept the conveyance of the Abandonment Area as-is, where-is, without any warranty, express or implied, subject to:
 - a. Any and all visible and apparent easements and encroachments, whether of record or not;
 - b. Any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, existing reservations of mineral interests, existing mineral leases, or other instruments of record applicable to the Abandonment Area or any part thereof.
2. RaceTrac acknowledges that the Abandonment Area contains existing utility facilities. The Parties agree that the City will reserve an easement interest in the Easement Area until such time as:
 - a. RaceTrac completes the final site plan and engineering plans for the RaceTrac Property and determines whether to relocate the Easement Area on the RaceTrac Property;
 - b. RaceTrac's Right-of-way Abandonment Application to abandon the Easement Area is submitted to the appropriate City office;
 - c. RaceTrac obtains all necessary signatures from all parties with facilities located within the Easement Area; and
 - d. RaceTrac, at its own cost and expense, relocates the utility facilities and dedicates to the public by separate instrument a new easement of approximately the same size and shape on the RaceTrac Property, covering the utility facilities as relocated.
3. The City agrees to convey the Abandonment Area to RaceTrac by a Deed without Warranty (the "Deed"), subject to the terms of Sections 1 and 2 above.

4. At such time as RaceTrac determines, if ever, that it is desirable or necessary to move the facilities in the Easement Area and RaceTrac completes each and every condition of above Section 2, the City agrees to convey its right, title and interest into and on the Easement Area to RaceTrac by separate instrument.
5. Regardless of whether RaceTrac elects to move the Easement Area, RaceTrac, at its own cost and expense, agrees to replat the RaceTrac Property and the Abandonment Area within 1 year of the City conveying the Abandonment Area to RaceTrac. The replat shall conform to the City of Garland platting and engineering requirements, showing all required easements, existing and proposed, and all record information for abandoned easements within the Racetrac Property and Abandonment Area.
6. Costs and Indemnification. RaceTrac, if and only in the event it elects to relocate the Easement Area, agrees that, following such relocation, (i) it will be solely responsible for any and all costs or expenses associated with relocating the Easement Area and the facilities therein, and (ii) UNLESS CAUSED BY THE CITY OR THEIR EMPLOYEES', AGENTS' OR CONTRACTORS' NEGLIGENCE OR WILLFUL MISCONDUCT OR EXCEPT UNDER CIRCUMSTANCES WHERE A LIABILITY RESULTS FROM THE BREACH OF THIS AGREEMENT BY THE CITY, RACETRAC CONVENANTS AND AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, EXPENSE (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSE OF ACTION, SUITS, CLAIMS, DEMANDS OR JUDGMENTS OF ANY NATURE WHATSOEVER:
 - a. ARISING FROM ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO ANY PERSONAL PROPERTY OR IMPROVEMENTS OCCURING ON OR IN THE ABANDONMENT AREA;
 - b. ARISING OUT OF OR CONNECTED WITH THE USE, NON-USE, CONDITION, POSSESSION, OPERATION, MAINTENANCE, MANAGEMENT OR OCCUPATION OF THE ABANDONMENT AREA OR ANY PORTION THEREOF;
 - c. CAUSED BY THE NEGLIGENCE OR WILFULL MISCONDUCT ON THE PART OF RACETRAC OR IT'S AGENTS, CONTRACTORS, SERVANTS, EMPLOYEES OR LICENSEES;
 - d. CAUSED BY THE NEGLIGENCE OR WILFULL MISCONDUCT ON THE PART OF RACETRAC'S INVITEES WHILE IN THE ABANDONMENT

AREA OR IN CONNECTION WITH THEIR USE OF THE ABANDONMENT AREA OR ANY STRUCTURES THEREON; OR

- e. OR RESULTING FROM THE BREACH BY RACETRAC OF ANY TERM, CONDITION OR COVENANT OF THIS AGREEMENT OR OF ANY CONTRACT, AGREEMENT, RESTRICTION, OR REQUIREMENTS AFFECTING THE ABANDONMENT AREA OR ANY PART THEREOF OR THE OWNERSHIP, OCCUPANCY OR USE THEREOF.

7. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
8. Waiver. Either the City or RaceTrac shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.
9. Assignment. This Agreement may not be assigned by RaceTrac without the City's written consent.
10. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.
11. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
12. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

13. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
14. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.
15. Relationship of Parties; No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.
16. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:
 - a. A written notice (the "Notice of Dispute") substantially describing the nature of the dispute shall be delivered by the dissatisfied party (the "Dissatisfied Party") to the other party (the "Responding Party"), which Notice of Dispute shall request a written response (the "Response") which attempts to resolve the dispute; and
 - b. If the Responding Party fails to deliver the Response within ten (10) days after its receipt of the Notice of Dispute, either party may proceed to institute any lawsuit or proceeding arising from this Agreement. If the Responding Party timely delivers the Response to the Dissatisfied Party and the Response does not reasonably resolve the dispute in the opinion of the Dissatisfied Party, the Dissatisfied Party shall deliver written notice to that effect (the "Notice of Continuing Dispute") to the Responding Party. Within thirty (30) days after the Responding Party's receipt of the Notice of Continuing Dispute, an individual appointed by the Dissatisfied Party having authority over the activities of the

Dissatisfied Party and an individual appointed by the Responding Party having authority over the activities of the Responding Party shall meet in person at a time and location mutually acceptable to the parties in an effort to resolve the dispute. In the event that the Dissatisfied Party and the Responding Party are unable to agree on the time and location of such meeting, or after such meeting a dispute remains, either party may proceed to institute any lawsuit or proceeding arising from this Agreement.

17. Survival. The Parties agree that the terms, representations, and warranties set forth herein shall survive for a period of (3) years after the conveyance of the Abandonment Area from the City to RaceTrac.
18. Authority. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the Garland City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. RaceTrac represents and warrants that this Agreement has been approved by appropriate action of RaceTrac and that the individual executing this Agreement on behalf of RaceTrac has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.
19. Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights that would otherwise be available to it by law. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.
20. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is approved by the Garland City Council.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2015.

THE CITY OF GARLAND, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of _____.

Notary Public

RACETRAC PETROLEUM, INC.

Printed Name

By: _____

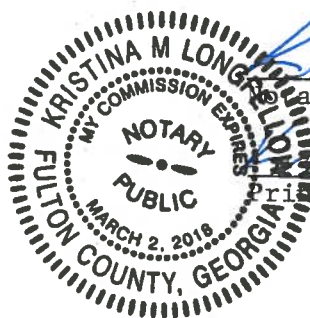
Name: Bill Milam

Title: President

STATE OF GEORGIA

COUNTY OF COBB

This instrument was acknowledged before me this 15th day of April, 2015, by Bill Milam, as President of RaceTrac Petroleum, Inc., a Georgia corporation.



Notary Public

Printed Name

EXHIBIT "A"

Eastgate Drive
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas

BEING a 0.512 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas (P.R.D.C.T.):

BEGINNING at a set 5/8 inch iron rod with cap marked "BHB" (C.I.R.S.), from which a found X in concrete bears North 33°54'30" West, a distance of 18.63 feet;

THENCE North 82°40'34" East, a distance of 51.46 feet to the northwest corner of the remainder of Lot 1-R, Block 1, Eastgate Addition No. 6, an addition to the City of Garland according to the plat thereof recorded in Volume 75090, Page 2207, P.R.D.C.T. from which a found X in concrete bears South 23°23'49" West, a distance of 1.05 feet and a found X bears North 01°14'49" West, a distance of 7.19 feet;

THENCE with the common line between said Eastgate Drive and said Eastgate Addition No. 6, the following:

South 01°14'49" East, a distance of 153.23 feet to a found 5/8 inch iron rod with cap marked "BHB INC" from which a found 5/8 inch iron rod with cap marked "BGT" bears South 58°55'25" East, a distance of 0.71 feet;

With a curve to the left having a central angle of 46°44'00", a radius of 50.00 feet, an arc length of 40.78 and a chord which bears South 24°36'49" East, a distance of 39.66 feet to a point from which a found 5/8 inch iron rod with cap marked "BHB INC" bears South 26°27'16" East, a distance of 0.21 feet;

South 47°58'49" East, a distance of 61.96 feet to a C.I.R.S.;

South 54°02'49" East, a distance of 58.62 feet;

With a curve to the right having a central angle of 34°34'00", a radius of 178.95 feet, an arc length of 107.96 feet and a chord which bears South 36°45'49" East, a distance of 106.33 feet to an X cut in concrete;

With a reverse curve to the left having a central angle of 28°02'23", a radius of 126.95 feet, an arc length of 62.13 feet and a chord which bears South 33°30'00" East, a distance of 61.51 feet to a C.I.R.S.;

THENCE North 54°02'49" West, departing said common line, a distance of 158.84 feet to a C.I.R.S. in the southwest line of the aforementioned Eastgate Drive.;

THENCE with the southwest line of said Eastgate Drive, the following;

North 54°02'41" West, a distance of 61.38 feet to a C.I.R.S.;

North 47°58'41" West, a distance of 64.72 feet to a C.I.R.S.;

With a curve to the right having a central angle of 44°33'06", a radius of 107.00 feet, an arc length of 83.20 feet and a chord which bears North 23°31'14" West, a distance of 81.12 feet to a C.I.R.S.;

North 01°14'41" West, a distance of 148.12 feet to the **POINT OF BEGINNING** and containing 0.512 acres or 22,322 square feet of land more or less.

Candy Hone, RPLS 9-16-2013
Candy Hone Date

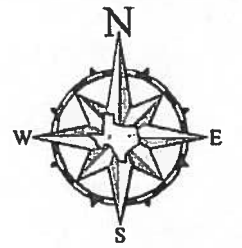
Registered Professional Land Surveyor No. 5867

Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference fram is NAD83 Cors 96 Epoch 2002.0000.

Baird, Hampton & Brown, Inc.
Engineering & Surveying
4520 391 302, Suite 180 Omaha, NE 68131 Tel: (402) 725-1100 Fax: (402) 725-1100 www.bhbinc.com RPLS Form 10011302



Eastgate Drive
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas



0 50'
 SCALE: 1" = 50'

POB

5/8" CIRS marked "BHB"
 from which found X in
 concrete bears
 N 33°54'30" W, 18.63'

N 82°40'34" E 51.46'
 Found X in concrete
 N 84°16'50" E 92.20'
 Found X bears S 23°23'49" W, 1.05' and Found X for NW corner of Lot 1-R bears N 01°14'49" W, 7.19'

N 01°14'41" W 148.12'
 S 01°14'49" E 153.23'

Remainder of
 Lot 1-R, Block 1
 Eastgate Addition No. 6
 Volume 75090, Page
 2207, P.R.D.C.T.

Legend

PRDCT Plat Records, Dallas County, Texas
 IRF Iron Rod Found
 CIRF Capped Iron Rod Found
 CIRS 5/8" Iron Rod Set
 Marked "BHB"

Basis of Bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.

5/8" CIRF marked "BHB" INC from which a 5/8" CIRF marked "BGT" bears S 58°55'25" E, 0.71'

D=46°44'00"
 R=50.00'
 L=40.78'
 CH=S 24°36'49" E
 CL=39.66'

S 88°45'11" W 167.05'

5/8" CIRF marked "BHB" INC bears S 26°27'16" E, 0.21'

D=44°33'06"
 R=107.00'
 L=83.20'
 CH=N 23°31'14" W
 CL=81.12'

5/8" CIRS marked "BHB"

Eastgate Drive
 (52' Right-of-Way)
 Volume 72014, Page 1851, P.R.D.C.T.

5/8" CIRS marked "BHB"

5/8" CIRS marked "BHB"

5/8" CIRS marked "BHB"

S 54°02'49" E 58.62'

Lot 2, Block 1
 Eastgate Addition No. 6
 Volume 75090, Page
 2207, P.R.D.C.T.

D=34°34'00"
 R=178.95'
 L=107.96'
 CH=S 36°45'49" E
 CL=106.33'

D=28°02'23"
 R=126.95'
 L=62.13'
 CH=S 33°30'00" E
 CL=61.51'

D=06°31'37"
 R=126.95'
 L=14.46'
 CH=N 50°47'00" W
 CL=14.45'

5/8" CIRS marked "BHB"

Lot 3, Block 1
 Eastgate Addition No. 6
 Volume 75090, Page
 2207, P.R.D.C.T.

5/8" CIRS marked "BHB"



Candy Hone, RPLS 9-16-2013
 Candy Hone Date
 Registered Professional Land Surveyor No. 5867

Baird, Hampton & Brown, Inc.
 Engineering & Surveying
 4560 SH 30A, Suite 100, Coppell, TX 75011 940.917.7251-9250 Fax: 940.917.7251-9250 www.bhbinc.com TSPS Form 10011302

**15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas**

BEING a 0.099 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas (P.R.D.C.T.) and a portion of the Lot 2, Block 1, Eastgate Addition No. 6, an addition to the City of Garland according to the plat thereof recorded in Volume 75090, Page 2207, P.R.D.C.T.:

BEGINNING at a found 5/8 inch iron rod marked "BHB" in the west right-of-way line of said Eastgate Drive;

THENCE North 82°40'34" East, departing said west line, a distance of 25.88 feet;

THENCE South 05°37'06" East, a distance of 200.90 feet;

THENCE North 45°12'45" East, a distance of 27.48 feet;

THENCE North 00°16'01" East, at a distance of 1.10 feet passing the easterly right-of-way line of the aforesaid Eastgate Drive, also being the westerly line of the aforesaid Lot 2, continuing for a total distance of 6.17 feet to the north line of said Lot 2, also being the south line of Lot 1-R of the aforesaid Eastgate Addition No. 6;

THENCE North 88°45'11" East, with the common line between said Lot 2 and said Lot 1-R, a distance of 15.01 feet;

THENCE South 00°16'01" West, departing said common line, a distance of 12.77 feet;

THENCE South 45°12'45" West, at a distance of 3.34 feet passing the westerly line of the aforesaid Lot 2, also being the easterly right-of-way line of the aforesaid Eastgate Drive, continuing for a total distance of 44.37 feet;

THENCE South 23°11'23" East, a distance of 33.88 feet to the westerly right-of-way line of said Eastgate Drive, from which a found 5/8 inch iron rod marked "BHB" bears South 47°58'41" East, a distance of 29.63 feet;

THENCE North 47°58'41" West, with the westerly right-of-way line of said Eastgate Drive, a distance of 35.09 feet;

THENCE with the westerly line of said Eastgate Drive and a curve to the right having a central angle of 00°24'25", a radius of 107.00 feet, an arc length of 0.76 feet and a chord which bears North 45°35'35" West, a distance of 0.76 feet to a found 5/8 inch iron rod marked "BHB";

THENCE North 23°11'23" West, departing said westerly line, a distance of 7.58 feet;

THENCE North 05°37'06" West, a distance of 212.88 feet;

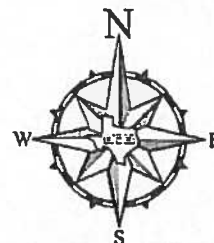
THENCE South 84°22'54" West, a distance of 11.18 feet to the west right-of-way line of the aforesaid Eastgate Drive, from which a found 5/8 inch iron rod marked "BHB" bears South 01°14'41" East, a distance of 143.92 feet;

THENCE North 01°14'41" West, with the west right-of-way line of said Eastgate Drive, a distance of 4.20 feet to the **POINT OF BEGINNING** and containing 0.099 acres or 4,326 square feet of land more or less.

Candy Hone
Candy Hone Date
Registered Professional Land Surveyor No. 5867
Basis of bearing for this survey being State Plane Grid
as established using GPS technology in conjunction with
the Texas RTK Cooperative Network. Reference frame is
NAD83 Cors 96 Epoch 2002.0000.



15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas



Northwest Highway
 (Variable Width Right-of-Way)

POB

5/8" Iron Rod Found
marked "BHB"

L12
L11

S 01°14'41" E 143.92'

N 05°37'06" W 212.88'

S 05°37'06" E 200.90'

10' Electric Easement
 Volume 75090, Page 2207
 Plat Records, Dallas County, Texas

0 40
 SCALE: 1" = 40'

Number	Bearing	Distance
L1	N 82°40'34" E	25.88'
L2	N 45°12'45" E	27.48'
L3	N 00°16'01" E	6.17'
L4	N 88°45'11" E	15.01'
L5	S 00°16'01" W	12.77'
L6	S 45°12'45" W	44.37'
L7	S 23°11'23" E	33.88'
L8	S 47°58'41" E	29.63'
L9	N 47°58'41" W	35.09'
L10	N 23°11'23" W	7.58'
L11	S 84°22'54" W	11.18'
L12	N 01°14'41" W	4.20'

Remainder of
 Lot 1-R, Block 1
 Eastgate Addition No. 6
 Volume 75090, Page 2207,
 Plat Records, Dallas County, Texas

Lot 2, Block 1
 Eastgate Addition No. 6
 Volume 75090, Page 2207,
 Plat Records, Dallas County, Texas

Eastgate Drive
 (52' Right-of-Way)
 Volume 72014, Page 1851,
 Plat Records, Dallas County, Texas

I.H. 635
 (Variable Width Right-of-Way)



Number	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C1	00°24'25"	107.00	0.76	N 45°35'35" W	0.76

5/8" Iron Rod Found
marked "BHB"

5/8" Iron Rod Found
marked "BHB"

5/8" Iron Rod Found
marked "BHB"

Candy Hone, RPLS 3-24-2014
 Candy Hone Date
 Registered Professional Land Surveyor No. 5867
 Basis of bearing for this survey being State Plane Grid
 as established using GPS technology in conjunction with
 the Texas RTK Cooperative Network. Reference frame is
 NAD83 Cors 96 Epoch 2002.0000.

Baird, Hampton & Brown, Inc.
Engineering & Surveying
4500 SH 360, Suite 100, Garland, TX 75041 Tel: (972) 261-4500 Fax: (972) 261-4510 www.bhbinc.com RPLS Firm 10011302

**15' Water Line Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas**

BEING a 0.015 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8 inch capped iron rod marked "BHB" in the west line of said Eastgate Drive;

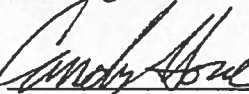
THENCE South $01^{\circ}14'41''$ East, with said west line, a distance of 53.23 feet to the **POINT OF BEGINNING**;

THENCE North $89^{\circ}46'56''$ East, departing said west line, a distance of 43.68 feet to the west line of a proposed 15' Public Utility Easement;

THENCE South $01^{\circ}14'49''$ East, with said proposed easement, a distance of 15.00 feet;

THENCE South $89^{\circ}46'56''$ West, departing said proposed easement, a distance of 43.68 feet to the aforesaid west line of Eastgate Drive, from which a found 5/8 inch capped iron rod marked "BHB" bears South $01^{\circ}14'41''$ East, a distance of 79.88 feet;

THENCE North $01^{\circ}14'41''$ West, with said west line, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.015 acres or 655 square feet of land more or less.

 PPLS 4-8-2014
Candy Hone Date
Registered Professional Land Surveyor No. 5867

Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.



**Baird, Hampton & Brown, Inc.
Engineering & Surveying**

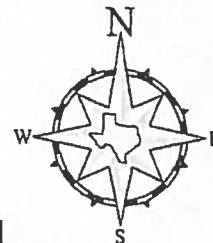
Page 1 of 2

4500 SH 340, Suite 100, Grapevine, TX 76051 Tel: (817) 251-4550 Fax: (817) 251-4510 www.bhb.com TPLS Firm 10011302

Drawing: S Survey 14460 001 RT Eastgate Easements.Dwg Water Line Easement.dwg Saved By: Candy Hone, PPLS Save Time: 4/8/2014 3:47 PM
Plotted By: Candy Hone, PPLS Plot Date: 4/7/2014 4:01 PM

0 30'
SCALE: 1" = 30'

15' Water Line Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas



Legend

PRDCT Plat Records, Dallas County, Texas
DRDCT Deed Records, Dallas County, Texas
CIRF Capped Iron Rod Found

Northwest Highway
(Variable Width Right-of-Way)

POC
5/8" CIRF marked "BHB"

POB

I.H. 635

(Variable Width Right-of-Way)

5/8" CIRF marked "BHB"

S 01°14'41" E 53.23'

L4

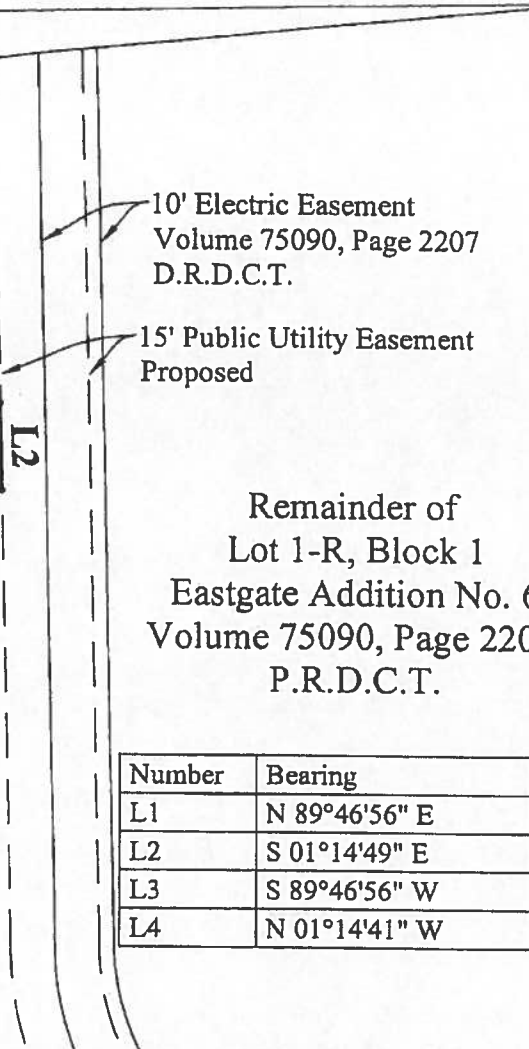
L1

L3

Eastgate Drive

(52' Right-of-Way)

S 01°14'41" E 79.88'



10' Electric Easement
Volume 75090, Page 2207
D.R.D.C.T.

15' Public Utility Easement
Proposed

Remainder of
Lot 1-R, Block 1
Eastgate Addition No. 6
Volume 75090, Page 2207,
P.R.D.C.T.

Number	Bearing	Distance
L1	N 89°46'56" E	43.68'
L2	S 01°14'49" E	15.00'
L3	S 89°46'56" W	43.68'
L4	N 01°14'41" W	15.00'

Candy Hone, RPLS 4-8-2014
Candy Hone Date
Registered Professional Land Surveyor No. 5867
Basis of bearing for this survey being State Plane Grid
as established using GPS technology in conjunction with
the Texas RTK Cooperative Network. Reference frame is
NAD83 Cors 96 Epoch 2002.0000.



Baird, Hampton & Brown, Inc.
Engineering & Surveying
4330 BH 340, Suite 150, Irving, TX 75039 Tel: (972) 251-8800 Fax: (972) 251-8810 www.bhbinc.com TOLLS Free 1-800-1302

**15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas**

BEING a 0.170 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas (P.R.D.C.T.) and a portion of the remainder of Lot 1-R and Lot 2, Block 1, Eastgate Addition No. 6, an addition to the City of Garland according to the plat thereof recorded in Volume 75090, Page 2207, P.R.D.C.T.:

COMMENCING at a found 5/8 inch capped iron rod (C.I.R.F.) marked "BHB" in the west line of said Eastgate Drive;

THENCE North 82°40'34" East, departing said west line, a distance of 43.92 feet to the **POINT OF BEGINNING**;

THENCE North 82°40'34" East, a distance of 7.54 feet to the northwest corner of said remainder of Lot 1-R, from which a found X cut bears South 23°23'49" West, a distance of 1.05 feet;

THENCE North 84°16'50" East, with the north line of said remainder of Lot 1-R, a distance of 7.52 feet;

THENCE crossing said remainder of Lot 1-R and said Lot 2, the following:

South 01°14'49" East, a distance of 153.82 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB INC" bears South 89°17'31" West, a distance of 7.49 feet and a 5/8 inch C.I.R.F. marked "BGT" bears South 85°35'12" West, a distance of 6.91 feet;

With a curve to the left having a central angle of 46°44'00", radius of 42.50 feet, an arc length of 34.67 feet and a chord which bears South 24°36'49" East, a distance of 33.71 feet to a point from which a 5/8 inch C.I.R.F. marked "BHBINC" bears South 40°31'48" West, a distance of 7.58 feet;

South 47°58'49" East, a distance of 61.56 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears South 38°59'11" West, a distance of 7.51 feet;

South 54°02'49" East, a distance of 58.22 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears South 35°57'11" West, a distance of 7.50 feet;

With a curve to the right having a central angle of 34°34'00", a radius of 186.45 feet, an arc length of 112.49 feet and a chord which bears South 36°45'49" East, a distance of 110.79 feet to a point from which a found X cut bears South 70°28'11" West, a distance of 7.49 feet;

With a reverse curve to the left having a central angle of 34°34'00", a radius of 119.45 feet, an arc length of 72.06 feet and a chord which bears South 36°45'49" East, a distance of 70.98 feet;

South 54°02'49" East, a distance of 21.14 feet to a point on the southeast line of the aforesaid Lot 2, also being the northwest line of Lot 3, Block 1, of the aforesaid Eastgate Addition No. 6;

THENCE South 42°48'01" West, with the common line between said Lot 2 and said Lot 3, a distance of 7.55 feet to a 5/8 inch C.I.R.F. marked "BHB";

THENCE North 54°02'49" West, with the south line of said Lot 2, a distance of 20.24 feet;

THENCE continuing with the south line of said Lot 2 and a curve to the right having a central angle of 06°31'37", a radius of 126.95 feet, an arc length of 14.46 feet and a chord which bears North 50°47'00" West, a distance of 14.45 feet to a 5/8 inch C.I.R.F. marked "BHB";

15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas

THENCE crossing the aforesaid Eastgate Drive the following:

North 54°07'14" West, a distance of 32.03 feet;

With a curve to the right having a central angle of 14°21'07", a radius of 134.45 feet, an arc length of 33.68 feet and a chord which bears North 26°39'22" West, a distance of 33.59 feet to a point from which a found X cut bears North 70°34'12" East, a distance of 7.51 feet;

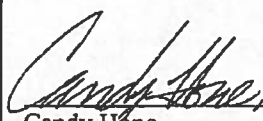
With a reverse curve to the left having a central angle of 34°34'00", a radius of 171.45 feet, an arc length of 103.44 feet and a chord which bears North 36°45'49" West, a distance of 101.87 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears North 35°57'11" East, a distance of 7.50 feet;

North 54°02'49" West, a distance of 59.02 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears North 38°59'11" East, a distance of 7.51 feet;

North 47°58'49" West, a distance of 62.36 feet to a point from which a 5/8 inch C.I.R.F. bears North 43°32'27" East, a distance of 7.42 feet;

With a curve to the right having a central angle of 46°44'00", a radius of 57.50 feet, an arc length of 46.90 feet and a chord which bears North 24°36'49" West, a distance of 45.61 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB INC" bears North 88°12'57" East, a distance of 7.51 feet and from which a 5/8 inch C.I.R.F. marked "BGT" bears South 88°33'03" East, a distance of 8.11 feet;

North 01°14'49" West, a distance of 152.43 feet to the **POINT OF BEGINNING** and containing 0.170 acres or 7,390 square feet of land more or less.

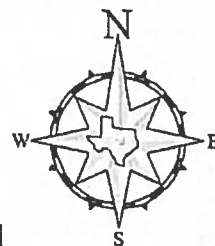

Candy Hone RPLS 2-5-2014 Date
Registered Professional Land Surveyor No. 5867



Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.

0 50'
SCALE: 1" = 50'

15' Public Utility Easement Soloman Dixon Survey, Abstract No. 408 City of Garland, Dallas County, Texas



Northwest Highway

Legend

PRDCT Plat Records, Dallas County, Texas
IRF Iron Rod Found
CIRF Capped Iron Rod Found
CIRS 5/8" Iron Rod Set
Marked "BHB"

POB
POC
5/8" CIRF marked "BHB"

Number	Bearing	Distance
L1	N 82°40'34" E	7.54'
L2	N 84°16'50" E	7.52'
L3	S 47°58'49" E	61.56'
L4	S 54°02'49" E	58.22'
L5	S 54°02'49" E	21.14'
L6	S 42°48'01" W	7.55'
L7	N 54°02'49" W	20.24'
L8	N 54°07'14" W	32.03'
L9	N 54°02'49" W	59.02'
L10	N 47°58'49" W	62.36'

Number	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C1	46°44'00"	42.50	34.67	S 24°36'49" E	33.71
C2	34°34'00"	186.45	112.49	S 36°45'49" E	110.79
C3	34°34'00"	119.45	72.06	S 36°45'49" E	70.98
C4	06°31'37"	126.95	14.46	N 50°47'00" W	14.45
C5	14°21'07"	134.45	33.68	N 26°39'22" W	33.59
C6	34°34'00"	171.45	103.44	N 36°45'49" W	101.87
C7	46°44'00"	57.50	46.90	N 24°36'49" W	45.61

5/8" CIRF marked "BHB INC" bears N 88°12'57" E, 7.51' and 5/8" CIRF marked "BGT" bears S 88°33'03" East, 8.11'

5/8" CIRF marked "BHB INC" bears S 89°17'31" W, 7.49' and 5/8" CIRF marked "BGT" bears S 85°35'12" W, 6.91'

Remainder of
Lot 1-R, Block 1
Eastgate Addition No. 6
Volume 75090, Page 2207,
P.R.D.C.T.

5/8" CIRF marked "BHB INC" bears N 43°32'27" E, 7.42'

5/8" CIRF marked "BHB INC" bears S 40°31'48" W, 7.58'

5/8" CIRF marked "BHB" bears S 38°59'11" W, 7.51'

Lot 2, Block 1
Eastgate Addition No. 6
Volume 75090, Page 2207,
P.R.D.C.T.

5/8" CIRF marked "BHB" bears S 35°57'11" W, 7.50'

5/8" CIRF marked "BHB" bears N 36°59'11" E, 7.51'

5/8" CIRF marked "BHB" bears N 35°57'11" E, 7.50'

10' Electric Easement
Volume 75090, Page 2207
P.R.D.C.T.

Found X Cut bears
S 70°28'11" W, 7.49'

Found X Cut bears
N 70°34'12" E, 7.51'

5/8" CIRF marked "BHB"

5/8" CIRF marked "BHB"

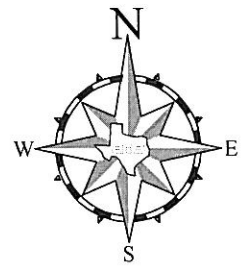


Candy Hope
Candy Hope Date
Registered Professional Land Surveyor No. 5867

Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.

Baird, Hampton & Brown, Inc.
Engineering & Surveying
4360 SH 260, Suite 180, Irving, TX 76039 Tel: (972) 251-0250 Fax: (972) 251-0210 www.bhb.com TPLS Firm 10011302

Eastgate Drive
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas



0 50'

SCALE: 1" = 50'

POB

5/8" CIRS marked "BHB"
from which found X in
concrete bears
N 33°54'30" W, 18.63'

Found X in
concrete

N 82°40'34" E
51.46'

N 84°16'50" E
92.20'

Found X bears
S 23°14'35" W, 1.31'

Found X bears S 23°23'49" W,
1.05' and Found X for NW
corner of Lot 1-R bears
N 01°14'49" W, 7.19'

N 01°14'41" W 148.12'

S 01°14'49" E 153.23'

Remainder of
Lot 1-R, Block 1
Eastgate Addition No. 6
Volume 75090, Page
2207, P.R.D.C.T.

Legend

PRDCT	Plat Records, Dallas County, Texas
IRF	Iron Rod Found
CIRF	Capped Iron Rod Found
CIRS	5/8" Iron Rod Set Marked "BHB"

Basis of Bearing for this survey being State
Plane Grid as established using GPS
technology in conjunction with the Texas
RTK Cooperative Network. Reference frame
is NAD83 Cors 96 Epoch 2002.0000.

5/8" CIRS
marked "BHB"

5/8" CIRF marked "BHB
INC" from which a 5/8"
CIRF marked "BGT"
bears S 58°55'25" E, 0.71'

D=46°44'00"
R=50.00'
L=40.78'
CH=S 24°36'49" E
CL=39.66'

S 88°45'11" W 167.05'

5/8" CIRF marked
"BHB INC" bears
S 26°27'16" E, 0.21'

D=44°33'06"
R=107.00'
L=83.20'
CH=N 23°31'14" W
CL=81.12'

5/8" CIRS
marked "BHB"

Eastgate Drive
(52' Right-of-Way)
Volume 72014, Page 1851, P.R.D.C.T.

5/8" CIRS
marked "BHB"

N 47°58'41" W
64.72'

5/8" CIRS
marked "BHB"

N 54°02'41" W
61.38'

5/8" CIRS
marked "BHB"

I.H. 635
(Variable Width Right-of-Way)

Lot 2, Block 1
Eastgate Addition No. 6
Volume 75090, Page
2207, P.R.D.C.T.

D=34°34'00"
R=178.95'
L=107.96'
CH=S 36°45'49" E
CL=106.33'

D=28°02'23"
R=126.95'
L=62.13'
CH=S 33°30'00" E
CL=61.51'

D=06°31'37"
R=126.95'
L=14.46'
CH=N 50°47'00" W
CL=14.45'

5/8" CIRS
marked "BHB"

Lot 3, Block 1
Eastgate Addition No. 6
Volume 75090, Page
2207, P.R.D.C.T.

N 54°02'49" W
20.24'

5/8" CIRS
marked "BHB"



Candy Hone, RPLS 9-16-2013
Candy Hone Date
Registered Professional Land Surveyor No. 5867

BHB Baird, Hampton & Brown, Inc.
Engineering & Surveying
4550 SH 360, Suite 180 Grapevine, TX 76051 Tel: (817) 251-8550 Fax: (817) 251-8810 www.bhbinc.com TBP&S Firm 10011302

Eastgate Drive
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas

BEING a 0.512 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas (P.R.D.C.T.):

BEGINNING at a set 5/8 inch iron rod with cap marked "BHB" (C.I.R.S.), from which a found X in concrete bears North 33°54'30" West, a distance of 18.63 feet;

THENCE North 82°40'34" East, a distance of 51.46 feet to the northwest corner of the remainder of Lot 1-R, Block 1, Eastgate Addition No. 6, an addition to the City of Garland according to the plat thereof recorded in Volume 75090, Page 2207, P.R.D.C.T. from which a found X in concrete bears South 23°23'49" West, a distance of 1.05 feet and a found X bears North 01°14'49" West, a distance of 7.19 feet;

THENCE with the common line between said Eastgate Drive and said Eastgate Addition No. 6, the following:

South 01°14'49" East, a distance of 153.23 feet to a found 5/8 inch iron rod with cap marked "BHB INC" from which a found 5/8 inch iron rod with cap marked "BGT" bears South 58°55'25" East, a distance of 0.71 feet;

With a curve to the left having a central angle of 46°44'00", a radius of 50.00 feet, an arc length of 40.78 and a chord which bears South 24°36'49" East, a distance of 39.66 feet to a point from which a found 5/8 inch iron rod with cap marked "BHB INC" bears South 26°27'16" East, a distance of 0.21 feet;

South 47°58'49" East, a distance of 61.96 feet to a C.I.R.S.;

South 54°02'49" East, a distance of 58.62 feet;

With a curve to the right having a central angle of 34°34'00", a radius of 178.95 feet, an arc length of 107.96 feet and a chord which bears South 36°45'49" East, a distance of 106.33 feet to an X cut in concrete;

With a reverse curve to the left having a central angle of 28°02'23", a radius of 126.95 feet, an arc length of 62.13 feet and a chord which bears South 33°30'00" East, a distance of 61.51 feet to a C.I.R.S.;

THENCE North 54°02'49" West, departing said common line, a distance of 158.84 feet to a C.I.R.S. in the southwest line of the aforementioned Eastgate Drive.;

THENCE with the southwest line of said Eastgate Drive, the following;

North 54°02'41" West, a distance of 61.38 feet to a C.I.R.S.;

North 47°58'41" West, a distance of 64.72 feet to a C.I.R.S.;

With a curve to the right having a central angle of 44°33'06", a radius of 107.00 feet, an arc length of 83.20 feet and a chord which bears North 23°31'14" West, a distance of 81.12 feet to a C.I.R.S.;

North 01°14'41" West, a distance of 148.12 feet to the **POINT OF BEGINNING** and containing 0.512 acres or 22,322 square feet of land more or less.


Candy Hone, RPLS 9-16-2013
Date

Registered Professional Land Surveyor No. 5867

Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.



15' Water Line Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas

BEING a 0.015 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8 inch capped iron rod marked "BHB" in the west line of said Eastgate Drive;

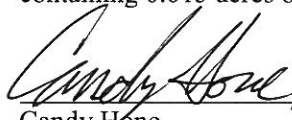
THENCE South 01°14'41" East, with said west line, a distance of 53.23 feet to the **POINT OF BEGINNING**;

THENCE North 89°46'56" East, departing said west line, a distance of 43.68 feet to the west line of a proposed 15' Public Utility Easement;

THENCE South 01°14'49" East, with said proposed easement, a distance of 15.00 feet;

THENCE South 89°46'56" West, departing said proposed easement, a distance of 43.68 feet to the aforesaid west line of Eastgate Drive, from which a found 5/8 inch capped iron rod marked "BHB" bears South 01°14'41" East, a distance of 79.88 feet;

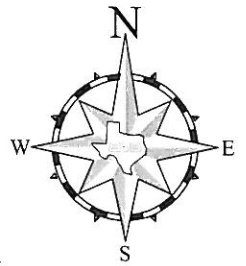
THENCE North 01°14'41" West, with said west line, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.015 acres or 655 square feet of land more or less.


Candy Hone, RPLS 4-8-2014
Candy Hone Date
Registered Professional Land Surveyor No. 5867

Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.

0 30'
SCALE: 1" = 30'

15' Water Line Easement Soloman Dixon Survey, Abstract No. 408 City of Garland, Dallas County, Texas



Legend

PRDCT Plat Records, Dallas County, Texas
DRDCT Deed Records, Dallas County, Texas
CIRF Capped Iron Rod Found

Northwest Highway (Variable Width Right-of-Way)

POC

5/8" CIRF marked "BHB"

POB

I.H. 635
(Variable Width Right-of-Way)

S 01°14'41" E 53.23'

S 01°14'41" E 79.88'

Eastgate Drive
(52' Right-of-Way)

5/8" CIRF marked
"BHB"

10' Electric Easement
Volume 75090, Page 2207
D.R.D.C.T.

15' Public Utility Easement
Proposed

Remainder of
Lot 1-R, Block 1
Eastgate Addition No. 6
Volume 75090, Page 2207,
P.R.D.C.T.

Number	Bearing	Distance
L1	N 89°46'56" E	43.68'
L2	S 01°14'49" E	15.00'
L3	S 89°46'56" W	43.68'
L4	N 01°14'41" W	15.00'

Candy Hone, RPLS 4-8-2014
Candy Hone Date
Registered Professional Land Surveyor No. 5867
Basis of bearing for this survey being State Plane Grid
as established using GPS technology in conjunction with
the Texas RTK Cooperative Network. Reference frame is
NAD83 Cors 96 Epoch 2002.0000.



Baird, Hampton & Brown, Inc.
Engineering & Surveying
4550 SH 360, Suite 180 Grapevine, TX 76051 Tel: (817) 251-8550 Fax: (817) 251-8810 www.bhbinc.com TBPPLS Firm 10011302

15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas

BEING a 0.086 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas (P.R.D.C.T.):

BEGINNING at a found 5/8 inch iron rod with cap marked "BHB" (C.I.R.F.) in the west line of said Eastgate Drive, from which a C.I.R.F. in said west line bears South 01°14'41" East, a distance of 148.12 feet;

THENCE North 82°40'34" East, departing said west line, a distance of 25.88 feet;

THENCE South 08°32'20" East, a distance of 253.56 feet to a point on the aforesaid west line of Eastgate Drive, from which a C.I.R.F. in said west line bears South 47°58'41" East, a distance of 27.39 feet;

THENCE North 47°58'41" West with said west line, a distance of 23.61 feet from which a C.I.R.F. in said west line bears North 47°58'41" West, a distance of 13.71 feet;

THENCE North 08°32'20" West, departing said west line, a distance of 230.69 feet;

THENCE South 81°27'40" West, a distance of 11.54 feet to a point on the aforesaid west line of Eastgate Drive;

THENCE North 01°14'41" West, with said west line, a distance of 5.23 feet to the **POINT OF BEGINNING** and containing 0.086 acre or 3,726 square feet of land more or less.



Candy Hone, RPLS 2-5-2014
Candy Hone Date

Registered Professional Land Surveyor No. 5867

Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.

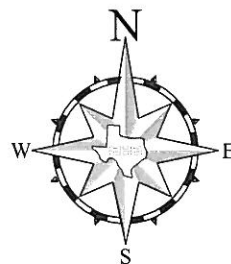


Baird, Hampton & Brown, Inc.
Engineering & Surveying

4550 SH 360, Suite 180 Grapevine, TX 76051 Tel: (817) 251-8550 Fax: (817) 251-8810 www.bhbinc.com TSPS Firm 10011302

0 40'
SCALE: 1" = 40'

15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas



Northwest Highway
(Variable Width Right-of-Way)

POB

5/8" CIRF marked "BHB"

L1
L4
L3

10' Electric Easement
Volume 75090, Page 2207
P.R.D.C.T.

Legend

PRDCT Plat Records, Dallas County, Texas
IRF Iron Rod Found
CIRF Capped Iron Rod Found
CIRS 5/8" Iron Rod Set
Marked "BHB"

Remainder of
Lot 1-R, Block 1
Eastgate Addition No. 6
Volume 75090, Page 2207,
P.R.D.C.T.

Number	Bearing	Distance
L1	N 82°40'34" E	25.88'
L2	N 47°58'41" W	23.61'
L3	S 81°27'40" W	11.54'
L4	N 01°14'41" W	5.23'

5/8" CIRF
marked "BHB"



S 01°14'41" E 148.12'
S 08°32'20" E 253.56'
N 08°32'20" W 230.69'

Lot 2, Block 1
Eastgate Addition No. 6
Volume 75090, Page 2207,
P.R.D.C.T.

N 47°58'41" W 13.71'

5/8" CIRF
marked "BHB"

L2

5/8" CIRF
marked "BHB"

S 47°58'41" E 27.39'

Eastgate Drive
(52' Right-of-Way)
Volume 72014, Page 1851, P.R.D.C.T.

I.H. 635
(Variable Width Right-of-Way)

Candy Hone, RPLS
Candy Hone

2-5-2014

Date

Registered Professional Land Surveyor No. 5867
Basis of bearing for this survey being State Plane Grid
as established using GPS technology in conjunction with
the Texas RTK Cooperative Network. Reference frame is
NAD83 Cors 96 Epoch 2002.0000.

Baird, Hampton & Brown, Inc.
Engineering & Surveying
4550 SH 360, Suite 180 Grapevine, TX 76051 Tel:(817)251-0550 Fax:(817)251-0010 www.bhbinc.com TBPPLS Firm 10011302

15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas

BEING a 0.170 acre tract of land situated in the Soloman Dixon Survey, Abstract No. 408, Dallas County, Texas and being a portion of Eastgate Drive (52' Right-of-Way) as dedicated by the plat of Eastgate No. 4, an addition to the City of Garland according to the plat thereof recorded in Volume 72014, Page 1851, Plat Records, Dallas County, Texas (P.R.D.C.T.) and a portion of the remainder of Lot 1-R and Lot 2, Block 1, Eastgate Addition No. 6, an addition to the City of Garland according to the plat thereof recorded in Volume 75090, Page 2207, P.R.D.C.T.:

COMMENCING at a found 5/8 inch capped iron rod (C.I.R.F.) marked "BHB" in the west line of said Eastgate Drive;

THENCE North 82°40'34" East, departing said west line, a distance of 43.92 feet to the **POINT OF BEGINNING**;

THENCE North 82°40'34" East, a distance of 7.54 feet to the northwest corner of said remainder of Lot 1-R, from which a found X cut bears South 23°23'49" West, a distance of 1.05 feet;

THENCE North 84°16'50" East, with the north line of said remainder of Lot 1-R, a distance of 7.52 feet;

THENCE crossing said remainder of Lot 1-R and said Lot 2, the following:

South 01°14'49" East, a distance of 153.82 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB INC" bears South 89°17'31" West, a distance of 7.49 feet and a 5/8 inch C.I.R.F. marked "BGT" bears South 85°35'12" West, a distance of 6.91 feet;

With a curve to the left having a central angle of 46°44'00", radius of 42.50 feet, an arc length of 34.67 feet and a chord which bears South 24°36'49" East, a distance of 33.71 feet to a point from which a 5/8 inch C.I.R.F. marked "BHBINC" bears South 40°31'48" West, a distance of 7.58 feet;

South 47°58'49" East, a distance of 61.56 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears South 38°59'11" West, a distance of 7.51 feet;

South 54°02'49" East, a distance of 58.22 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears South 35°57'11" West, a distance of 7.50 feet;

With a curve to the right having a central angle of 34°34'00", a radius of 186.45 feet, an arc length of 112.49 feet and a chord which bears South 36°45'49" East, a distance of 110.79 feet to a point from which a found X cut bears South 70°28'11" West, a distance of 7.49 feet;

With a reverse curve to the left having a central angle of 34°34'00", a radius of 119.45 feet, an arc length of 72.06 feet and a chord which bears South 36°45'49" East, a distance of 70.98 feet;

South 54°02'49" East, a distance of 21.14 feet to a point on the southeast line of the aforesaid Lot 2, also being the northwest line of Lot 3, Block 1, of the aforesaid Eastgate Addition No. 6;

THENCE South 42°48'01" West, with the common line between said Lot 2 and said Lot 3, a distance of 7.55 feet to a 5/8 inch C.I.R.F. marked "BHB";

THENCE North 54°02'49" West, with the south line of said Lot 2, a distance of 20.24 feet;

THENCE continuing with the south line of said Lot 2 and a curve to the right having a central angle of 06°31'37", a radius of 126.95 feet, an arc length of 14.46 feet and a chord which bears North 50°47'00" West, a distance of 14.45 feet to a 5/8 inch C.I.R.F. marked "BHB";

**15' Public Utility Easement
Soloman Dixon Survey, Abstract No. 408
City of Garland, Dallas County, Texas**

THENCE crossing the aforesaid Eastgate Drive the following:

North 54°07'14" West, a distance of 32.03 feet;

With a curve to the right having a central angle of 14°21'07", a radius of 134.45 feet, an arc length of 33.68 feet and a chord which bears North 26°39'22" West, a distance of 33.59 feet to a point from which a found X cut bears North 70°34'12" East, a distance of 7.51 feet;

With a reverse curve to the left having a central angle of 34°34'00", a radius of 171.45 feet, an arc length of 103.44 feet and a chord which bears North 36°45'49" West, a distance of 101.87 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears North 35°57'11" East, a distance of 7.50 feet;

North 54°02'49" West, a distance of 59.02 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB" bears North 38°59'11" East, a distance of 7.51 feet;

North 47°58'49" West, a distance of 62.36 feet to a point from which a 5/8 inch C.I.R.F. bears North 43°32'27" East, a distance of 7.42 feet;

With a curve to the right having a central angle of 46°44'00", a radius of 57.50 feet, an arc length of 46.90 feet and a chord which bears North 24°36'49" West, a distance of 45.61 feet to a point from which a 5/8 inch C.I.R.F. marked "BHB INC" bears North 88°12'57" East, a distance of 7.51 feet and from which a 5/8 inch C.I.R.F. marked "BGT" bears South 88°33'03" East, a distance of 8.11 feet;

North 01°14'49" West, a distance of 152.43 feet to the **POINT OF BEGINNING** and containing 0.170 acres or 7,390 square feet of land more or less.


Candy Hone, RPLS 2-5-2014
Candy Hone Date
Registered Professional Land Surveyor No. 5867



Basis of bearing for this survey being State Plane Grid as established using GPS technology in conjunction with the Texas RTK Cooperative Network. Reference frame is NAD83 Cors 96 Epoch 2002.0000.



Policy Report

INTERLOCAL AGREEMENT (ILA) WITH THE CITY OF SACHSE FOR PLEASANT VALLEY BRIDGE – RICHFIELD DRIVE TO MILES ROAD

ISSUE

Consider whether to enter into an Interlocal Agreement (ILA) with the City of Sachse (Sachse) allowing for the proper construction of Pleasant Valley Road at the City limit lines and including a portion of Sachse's proposed wastewater main in Garland as part of Garland's bid package.

OPTIONS

- A. Adopt a Resolution authorizing the City Manager to execute the attached Interlocal Agreement with the City of Sachse.
- B. Take no action

RECOMMENDATION

Option A – Authorize the City Manager to execute an ILA with the Sachse. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 19, 2015 Regular Meeting.

COUNCIL GOAL

Sustainable Quality Development and Redevelopment
Consistent Delivery of Reliable City Services
Safe, Family-Friendly Neighborhoods

BACKGROUND

The City of Garland proposes the construction of the next phase of Pleasant Valley Road with the construction of a new 4-lane bridge over Rowlett Creek. To properly span the Rowlett Creek floodplain, the elevation of the proposed bridge is approximately 12-15 feet higher than the existing roadway and bridges. This raised elevation results in a vertical transition extending beyond the Garland/Sachse city limits by approximately 500 feet to match the existing road grades where Sachse has already improved Pleasant Valley Road (Miles Road in Sachse).

Sachse proposes a new wastewater main that crosses Pleasant Valley Road into Garland's city limits. Their proposed wastewater main is designed to cross under all Garland's utilities and drainage system. Garland and Sachse agree the portion of wastewater main crossing Pleasant Valley Road should be constructed with the Pleasant Valley Road project to avoid construction conflicts.

The ILA identifies Garland being the lead agency with the construction of transition section of Pleasant Valley Road into Sachse. Garland will also include the portion of Sachse's wastewater main as part of the Pleasant Valley Road construction. The ILA further identifies the inspection and financial responsibilities of both Cities. Garland is responsible for the roadway transition into Sachse and Sachse is responsible for the wastewater main into Garland.

CONSIDERATION

1. Council action is required to authorize the City Manager to execute the Interlocal Agreement.
2. The Interlocal Agreement has been reviewed by Garland's Attorney's Office as well as Sachse's Attorney.

ATTACHMENTS

1. Location Map
2. Proposed Interlocal Agreement with the City of Sachse

Submitted By:

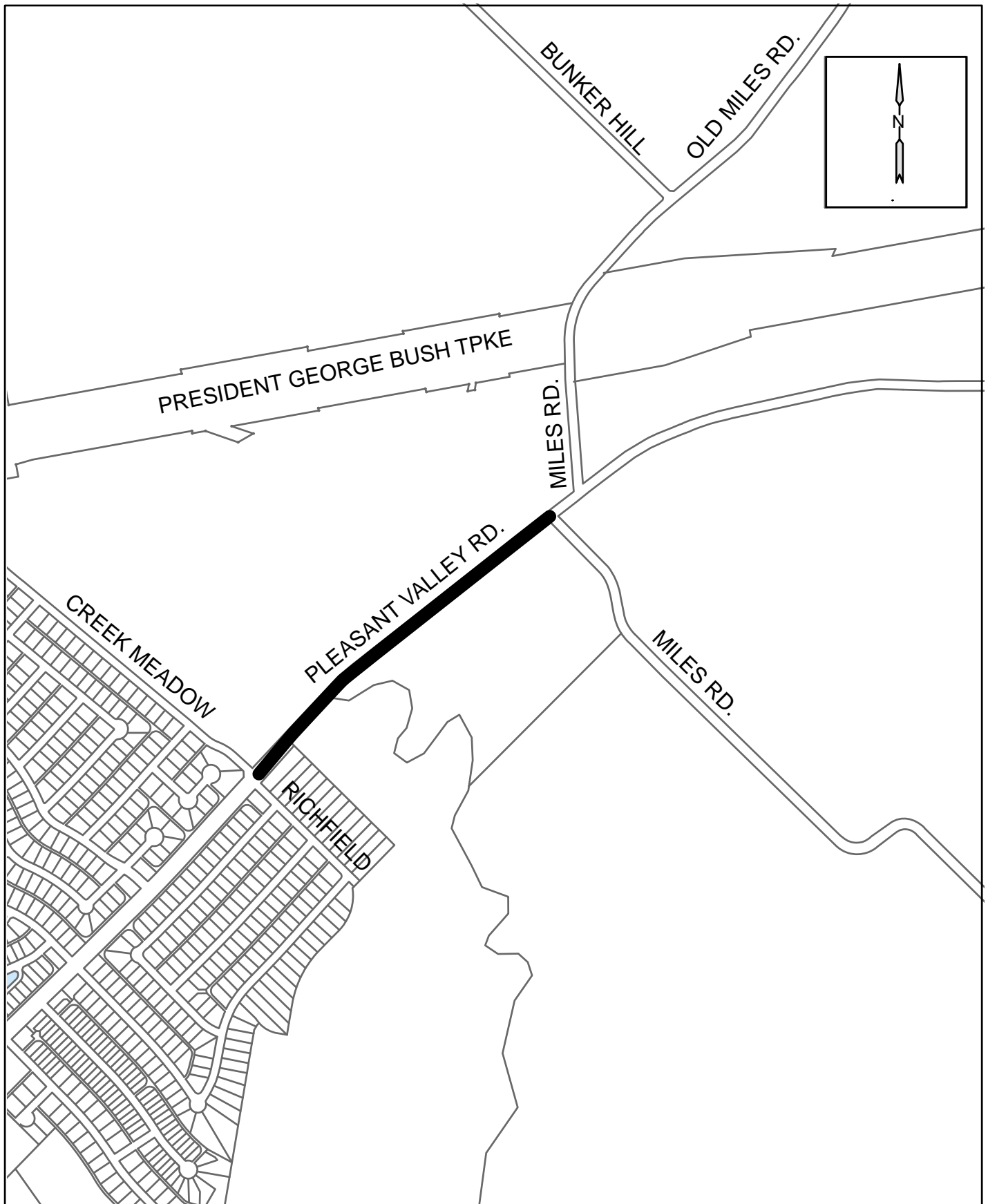
Michael C. Polocek
Director of Engineering

Date: April 22, 2015

Approved By:

William E. Dollar
City Manager

Date: April 22, 2015



Pleasant Valley Road Bridge Richfield Dr. to Miles Rd.

Scale: 1"=800'
File: PleasBrdge
Date: 03/2012
Drawn: COG

SHEET
1
OF
1

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION**
COUNTY OF DALLAS § **AGREEMENT**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Sachse, Texas (“Sachse”) and the City of Garland, Texas (“Garland”), acting by and through their respective authorized representatives, pursuant to Chapter 791, Texas Government Code, as amended. The Cities of Sachse and Garland are collectively referred to herein as the “Cities” and each is individually referred to as “City” or “Party.”

RECITALS:

WHEREAS, the Parties desire to enter into an agreement which sets forth the understandings and obligations of the Parties with respect to the construction of improvements to Pleasant Valley Road and that certain wastewater line for the City of Sachse; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 791.011 of the Texas Government Code, the Texas Interlocal Cooperation Act, which authorizes the Parties to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, and streets, roads, and drainage, engineering, and other governmental functions in which the Parties are mutually interested;

WHEREAS, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each City is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Cities and are in the public interest;

WHEREAS, Garland desires to construct public transportation improvements to portions of Pleasant Valley Road that run over Rowlett Creek, within the territorial limits of the City of Garland (“Project”);

WHEREAS, the Parties agree that in order to properly connect the new construction with existing roadway, it is necessary to raise the elevation of the roadway northeast of the Pleasant Valley Road Bridge and approximately 500 feet into the City of Sachse;

WHEREAS, Sachse desires to construct a sanitary sewer line serving the City of Sachse, which will cross under the Pleasant Valley Road right-of-way at Miles Road from inside Sachse's city limits into Garland's city limits;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Purpose

The purpose of this Agreement is to set forth the understandings and obligations of the Parties with respect to the Project (defined below).

Article II Definitions

Except when the context clearly indicates a different meaning, the following words and phrases shall have the following meanings:

“City” shall mean respectively Garland and Sachse.

“Cities” shall mean Garland and Sachse collectively.

“Designated Representative” shall mean the person designated by each City to act on its behalf during the term of this Agreement. Each City may from time to time replace the Designated Representative, at which time the City will notify the other City in writing of the newly appointed Designated Representative.

“Effective Date” shall mean the last date this Agreement is signed by authorized representatives of both Cities.

“Expiration Date” shall mean the date the parties have fully satisfied their respective obligations hereunder and the Project has been completed and accepted by the Cities.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor.

“Garland” shall mean the City of Garland.

“Project” shall mean all activities related to the design and construction of the improvements to Pleasant Valley Road, within the City of Sachse city limits, and the design and construction of the Wastewater Line, within City of Garland city limits.

“Sachse” shall mean the City of Sachse.

“Wastewater Line” shall mean the approximate 1000 linear feet of variable size wastewater main crossing under Pleasant Valley Road at Miles Road, in an east to west direction, which is more particularly described in below Section 4.6.

Article III Term

This Agreement shall become effective as to each Party on the date of adoption as indicated on the signature page for each Party and shall continue in force and remain binding on each Party until the Project has been completed and the Parties have substantially fulfilled each and every obligation to one another as described herein.

Article IV Project

4.1 Preparation of Pleasant Valley Road Project Plans. The Cities acknowledge, understand, and agree that prior to the Effective Date, Garland has caused the Pleasant Valley Road Project Plans and specifications to be prepared by Grantham & Associates, Inc., a professional engineering firm and Sachse has caused the Wastewater Line project plans and specifications to be prepared by R-Delta Engineers, Inc., a professional engineering firm. The Cities further acknowledge and agree that each City shall be solely responsible for the costs related to the design of their respective portions of the Project. Garland further agrees to direct its engineer to complete the Pleasant Valley Road Project Plans to 100% completion.

4.2 Bidding. Garland shall be responsible for soliciting competitive bids, and awarding a contract for the construction of the Project, inclusive of the Wastewater Line, in accordance with applicable state law, including the costs related to preparation of bid packages and advertising.

4.3 Construction Costs; Payment.

- (a) Subject to the provisions of Section 4.6 below, Garland shall be responsible for the payment to contractors for the costs associated with construction of the Project, inclusive of the Sachse Wastewater Line.
- (b) Upon the City of Garland selecting their Contractor, Garland will provide Sachse with the itemized bid tabulation submitted by the selected Contractor for the Wastewater Line. Sachse then, within 30 days of receiving the itemized bid tabulation for the Wastewater Line, shall pay Garland the full amount set forth in the Bid Tabulation.
- (c) If the Cities determine that additional work is required after awarding the bid for the Project and such additional work is performed after written approval from Sachse of a change order related to the additional work, Sachse will pay such additional amounts to Garland as they become due.

4.4 Acquisition of Easements. Garland shall obtain, at Garland's cost, any necessary easements located within the City of Sachse that are required to complete the Project. The form

of any easement located within the City of Sachse shall be delivered to Sachse for approval, which shall not be unreasonably withheld, prior to the conveyance of the easement from the property owner to Garland. The city of Garland shall be named as the Grantee for any perpetual easement located within the City of Sachse. After completion and acceptance of the Project by Sachse, Garland shall assign its interests to any perpetual easement granted in connection with the Project located within the City of Sachse. Any and all temporary construction easements shall name the City of Garland as grantee.

4.5 Right of Entry; Plans and Specifications. Sachse hereby grants to Garland, its employees, agents, and contractors, the nonexclusive right and license to enter upon the area of the Pleasant Valley Road right-of-way located within the City of Sachse, as described and depicted in the attached **Exhibit "A"**, to conduct the necessary construction activities related to the Project as described in the Plans and Specifications, attached hereto as **Exhibit "B"** and incorporated herein by reference, which shall be in conformance with the ordinances and regulations of the City of Sachse, and approved by the Sachse City Engineer prior to the commencement of construction activities within the City of Sachse right-of-way.

4.6 Wastewater Line. Due to the depth of the proposed Wastewater Line, the construction of the portion of the Wastewater Line crossing beneath Pleasant Valley Road shall occur concurrently with the improvements to Pleasant Valley Road and Bridge. However, in the event that the award of the Wastewater Line Project occurs prior to the bid of Pleasant Valley Road and Bridge, Sachse may elect to construct the portion of the Wastewater Line under the Pleasant Valley Road right-of-way at such time as Sachse bids and awards the Wastewater Line Project. Notwithstanding any other provision herein to the contrary, in the event Sachse elects to construct the portion of the Wastewater Line under Pleasant Valley Road right-of-way, Sachse shall be solely responsible for paying all costs and expenses related to the Wastewater Line construction, including any and all manhole adjustments as described below in this Section 4.6.

In the event Sachse constructs the Wastewater Line prior to Garland posting the bid for the Pleasant Valley Road and Bridge Project, Garland shall include, at Sachse's cost and expense, the adjustment of the manholes for Line A and Line B to final grade of the Pleasant Valley Road Bridge plans at the following stations, which are generally depicted in the Sanitary and Sewer Line Profiles attached hereto as **Exhibit "C"**, and incorporated herein by reference:

Line A, Sta. 29+52.54,
Line A, Sta. 30+17.46
Line A, Sta. 32+21.53
Line A, Sta. 33+20.14
Line B, Sta. 1+58.83
Line B, Sta. 4+46.74

In the event that Garland constructs the Pleasant Valley Road Project prior to Sachse's Wastewater Line, Garland shall be responsible to construct improvements which shall include, but not be limited to, the installation of the Sachse – Garland Third Sanitary Sewer Connection Line A (30" wastewater main) from Sta. 28+00 to Sta. Sta. 34+00 and Line B (8" wastewater main) from Sta. 0+00 to Sta. 4+46.74.

4.7 Ownership and Maintenance of Improvements. Upon full payment and completion of the Wastewater Line, ownership of the Wastewater Line improvements shall be transferred from Garland to Sachse by bill of sale or other appropriate instrument. Upon transfer of ownership of the Wastewater Line to Sachse, Sachse shall be solely responsible for the operation, maintenance, and repair of the Wastewater Line, including its appurtenances. Upon completion of the Pleasant Valley Road right-of-way improvements and final acceptance, the ownership of the improvements shall transfer to Sachse. Following the conveyance of ownership of the improvements, unless otherwise stated herein, all repair and maintenance shall be Sachse's sole responsibility.

4.8 Maintenance Bonds. All maintenance bonds for the Project shall be issued jointly to Sachse and Garland. Upon conveyance of ownership of the right-of-way improvements located within the City of Sachse from Garland to Sachse and the Wastewater Line, Garland agrees to assign its interest in the maintenance bonds to Sachse.

4.9 Contractor Compliance. Unless otherwise agreed between the Designated Representatives, Garland shall have the responsibility of determining whether the contractor has complied with the provisions in the contract for construction of the Project. Sachse shall be responsible for any costs incurred in the enforcement of the contract against the contractor for the work performed with respect to the Wastewater Line.

4.10 Final Acceptance. Garland shall not accept the portion of the Project within the City of Sachse and the Wastewater Line until those portions are inspected by Sachse and authorization to accept is given to Garland by the Sachse Designated Representative. Authorization to accept shall not be unreasonably withheld or delayed and, in any case, the inspection must occur within 30 days after the written request to inspect and approve is given to Sachse by Garland.

4.11 Traffic Enforcement. Any necessary traffic enforcement shall remain at all times with the law enforcement agency having jurisdiction over the portion of the Project within the territorial limits of the respective city.

Article V Miscellaneous

5.1 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

5.2 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

5.3 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

5.4 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

5.5 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Designated Representative, and shall be delivered in person, or certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

5.6 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.7 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature pages to follow)

EXECUTED this _____ day of _____, 2015.

City of Sachse, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 2015.

City of Garland, Texas

By: _____
Printed Name: William E. Dollar
Title: City Manager



Meeting: Work Session

Date: May 4, 2015

Policy Report

CONSIDER RESOLUTION AUTHORIZING PURCHASE OF 3.16 ACRE ADDITION TO THE SPRING CREEK GREENBELT

ISSUE

As authorized by both the Parks and Recreation Board and the City Council, the City's offer on an undeveloped tract of land at 5800 Shiloh road, adjacent to the Spring Creek Greenbelt has been accepted, contingent on approval by Council. A resolution has been prepared authorizing the purchase of the 3.16 acre tract.

OPTIONS

The available options are: 1) concur with recommendation to proceed with the proposed park property addition to the Spring Creek Greenbelt, 2) return to the Park and Recreation Board for further review, 3) take no action at this time.

RECOMMENDATION

Unless otherwise directed by Council, a resolution authorizing the City Manager to execute documents for the purchase of 3.16 acres of park land from the Pearson Estate, Henry R. Pearson, Executor, in the amount of \$350,000 will be scheduled for formal consideration at the May 19 Regular Meeting.

COUNCIL GOALS

- Sustainable Quality Development and Redevelopment
- Safe, Family-Friendly Neighborhoods

BACKGROUND

The Parks and Recreation Board and City Council previously authorized staff to examine the acquisition of property for sale at 5800 Shiloh Rd at the intersection with Mapleridge drive. This proposed addition of park land is a desirable segment along this length of the Spring Creek corridor. It links existing greenbelt parcels and facilitates a connection between both banks of Spring Creek. An independent real estate professional was selected to represent the City and an offer of \$350,000 was approved by the executor of the estate, contingent on approval by the governing body.

CONSIDER RESOLUTION AUTHORIZING PURCHASE OF 3.16 ACRE ADDITION TO
THE SPRING CREEK GREENBELT

Page 2

CONSIDERATIONS

This parcel of vacant land at the corner of Shiloh road and Mapleridge drive contains an area of 3.164 acres or 137,824 square feet. The property is zoned PD 99-37, Planned Development, which permits uses in Neighborhood Service District, restaurants and general commercial, exceptions include no drive-thru window.

The tract is valued by the Dallas Central Appraisal District at \$76,510.00. Staff provided an Appraisal of Real Property Report dated April 8, 2015, with a market value of \$370,000 on the property. The City's offer of \$350,000 is below the original asking price by the seller and the value identified in the real property report.

Funding for the acquisition is available in the Park Land Acquisition project in the 2015 Capital Improvements Program as approved by Council.

ATTACHMENTS

Resolution
Exhibit 'A' Purchase Agreement
Location Map

Submitted By:

Approved By:

Barry Swisher, Park Director
Parks, Recreation and Cultural Arts

Bryan L. Bradford
City Manager

Date: April 27, 2015

Date:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR A 3.16 ACRE TRACT OF LAND LOCATED IN AND AROUND THE SPRING CREEK GREENBELT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City Manager is hereby authorized to enter into a purchase agreement, attached hereto as Exhibit "A" and incorporated herein by reference, between the City and the Pearson Estate, Henry R. Pearson, Executor, to acquire 3.16 acre parcel of land for the purchase price of \$350,000.

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 _____, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

**UNIMPROVED PROPERTY CONTRACT**

Draft

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Pearson Estate, Henry R Pearson, Executor (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, Thomas Montgomery ABST 962, PG 145, TR 1.1 ACS 3.164 Addition, City of Garland, County of Dallas, Texas, known as 5800 N. Shiloh Road, 75044 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$350,000
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____
C. Sales Price (Sum of A and B) \$350,000

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☐ **A. THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ N/A (excluding any loan funding fee or mortgage insurance premium).

(1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) **Credit Approval:** (Check one box only)

- ☐ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ **B. ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ **C. SELLER FINANCING:** A promissory note from Buyer to Seller of \$ N/A secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$10,000 as earnest money with Chicago Title, Mel John as escrow agent, at 5501 LBJ Freeway, #200, Dallas, TX 75240 (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within N/A days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Chicago Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

Initialed for identification by Buyer and Seller

TREC NO. 9-10

(Address of Property)

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☒ (1) Within 5 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☒ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under \$5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

(Address of Property)

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** (Check one box only)

- ☒ (1) Buyer accepts the Property in its present condition.
☐ (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: N/A

_____. (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs

will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs.

- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards or conditions affecting the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before May 28, 2015 or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Final approval of the contract is contingent on Governing Board Approval.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(Address of Property)

- (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion ☐ will ☐ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

(Address of Property)

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

Telephone: _____

Facsimile: _____

E-mail: _____

To Seller at:

Telephone: _____

Facsimile: _____

E-mail: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum for Credit Approval
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals

- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ N/A (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within N/A days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☒ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's
Attorney is:

Telephone: _____

Facsimile: _____

E-mail: _____

Seller's
Attorney is:

Telephone: _____

Facsimile: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer

Seller

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-10. This form replaces TREC NO. 9-9.

BROKER INFORMATION

Keller Williams, Lake Cities 0591712

Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Edie Leon-Kelly 972-240-4416

Licensed Supervisor of Associate Telephone

Associate Telephone

1111 Belt Line Road, #100 214-722-1135

Other Broker's Address Facsimile

Garland, TX 75040 TX 75040

City State Zip

rsfricks@yahoo.com

Associate Email Address

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Licensed Supervisor of Listing Associate Telephone

Listing Associate Telephone

Listing Broker's Office Address Facsimile

City State Zip

Listing Associate's Email Address

Selling Associate Telephone

Selling Associate's Office Address Facsimile

City State Zip

Selling Associate's Email Address

Listing Broker has agreed to pay Other Broker 3% of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker

Date

CONTRACT AND EARNEST MONEY RECEIPTReceipt of ☐ Contract and ☐ \$10,000 Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

Email Address _____

Telephone _____

Address _____

Facsimile: _____

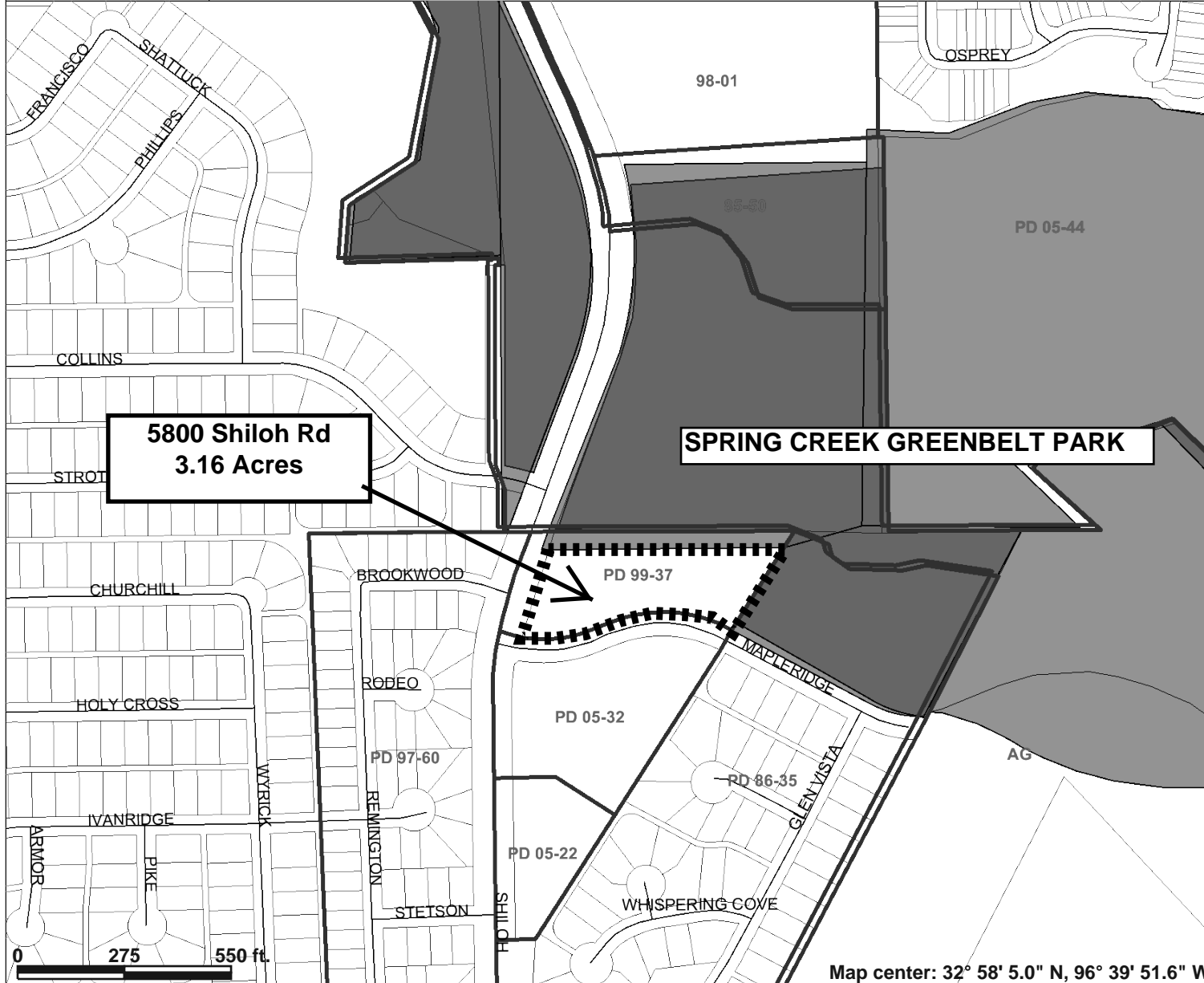
City State Zip

Internet Mapping Framework



Legend

- Zoning Districts
- Streets
- City-owned Properties
- Parcels (no shading)
- Parks
- Neighbor Areas Labels
- Neighbor Areas
- CITY
- LAKE



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

**Proposed Land Acquisition - 3.16 Acres
Garland, Texas**



Meeting: Work Session

Date: May 4, 2015

Policy Report

CHANGE ORDER NO.2 TO BL 05560 WEB BASED UNIFORM PURCHASE PROGRAM

ISSUE

Change Order No. 2 to BL 05560 in the amount of \$173,622.43 with Galls, LLC to provide uniforms and clothing items to the Garland Fire Department.

OPTIONS

1. Authorize the City Manager to execute Change Order No. 2 with Galls, LLC and allocate the additional funds necessary for the change order.
2. Take no action

RECOMMENDATION

Staff recommends that Council consider approval of Option 1 and direct the City Manager to execute Change Order No. 2 in the amount of \$173,622.43 with Galls, LLC. This item is scheduled for formal consideration at the May 05, 2015 Regular Meeting.

COUNCIL GOAL

Consistent Delivery of Reliable City Services

BACKGROUND

On December 18, 2013, the City of Garland awarded Bid No. 4042-14 in the amount of \$94,718.24 to Galls, LLC for uniforms and clothing for the Garland Fire Department. The initial twelve (12) month period will expire on May 1, 2015 and will have four (4) options for renewal.

CONSIDERATION

The original award of the Garland Fire Department uniforms and clothing contract with Galls, LLC was for quantities to provide for the personnel levels at the time of the award. The prior year's orders (FY2013-2014) with the addition of clothing and uniforms needed for twenty-one (21) new hires in the FY2015-2016 budget as well as the addition of other necessary items, has increased the contract price to the level that requires council approval. The FY2015-2016 budget approved levels for clothing and uniforms will not be exceeded.

The contract with Gall's has reduced cost in many areas. In addition to best pricing criteria, the orders are placed online, shipped free to the firefighters and accounting records are maintained through the Gall's web portal by a Garland Fire Department Program Administrator. Individual Firefighters as well as assigned administrators can track expenditures for each individual firefighter. Purchase parameters are established to limit purchases to a maximum dollar limit and to only approved items.

ATTACHMENT(S)

Submitted By:

Raymond Knight
Fire Chief
Garland Fire Department

Date:

Approved By:

Bryan L. Bradford
City Manager

Date:



City Council Item Summary Sheet

☒ **Work Session**

Date: May 4, 2015

☐ **Agenda Item**

Second Quarter Financial Results for FY 2014-15

Summary of Request/Problem

Provide Council with financial results for the second quarter of FY 2014-15. The report provides a financial status on the General Fund, major utility funds, and any non-major funds that currently have fiscal issues.

Recommendation/Action Requested and Justification

The second quarter financial report is provided to Council for informational purposes.

Submitted By:

**Ron Young
Director
Budget & Research**

Approved By:

**Bryan Bradford
City Manager**

CITY OF GARLAND

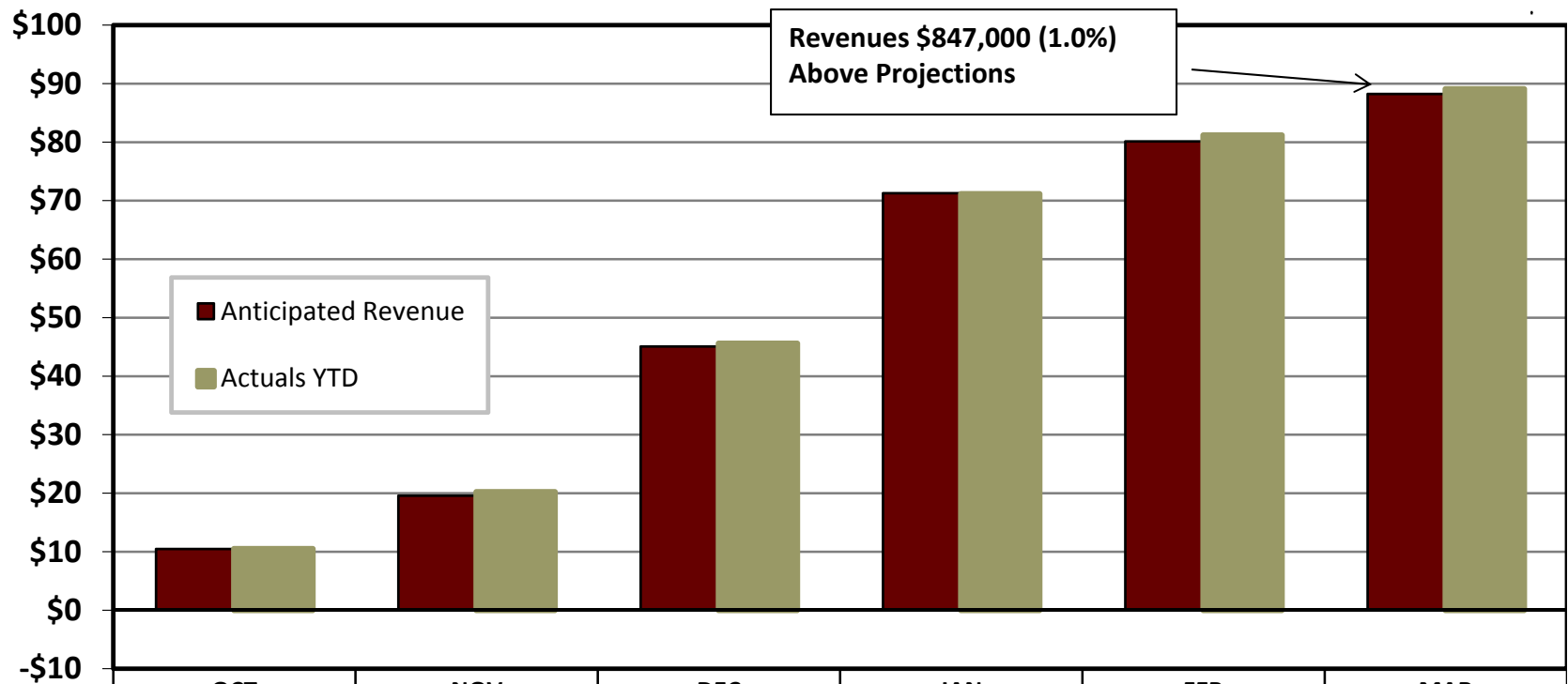
2nd Quarter FY 2014-15 Results

**City Council Work Session
May 4, 2015**

Major Funds
2nd Quarter
FY 2014-15 Results

General Fund Revenues

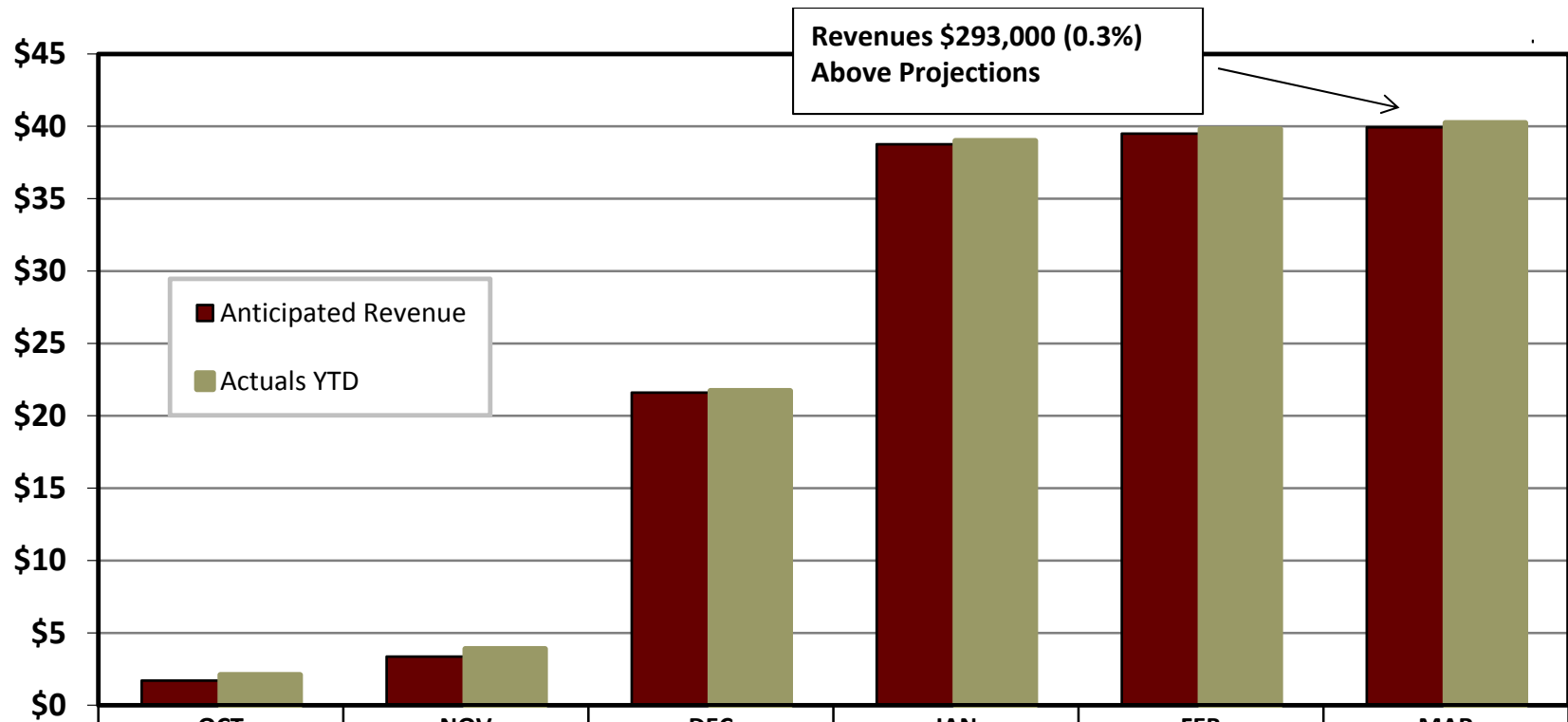
Results thru FY 2014-15, 2nd Quarter (In Millions)



	OCT	NOV	DEC	JAN	FEB	MAR
Anticipated Revenue	10.5	19.6	45.1	71.3	80.1	88.3
Actuals YTD	10.5	20.2	45.6	71.2	81.2	89.1
Over/Under	0.0	0.6	0.5	-0.1	1.1	0.8

Current Property Tax Revenues

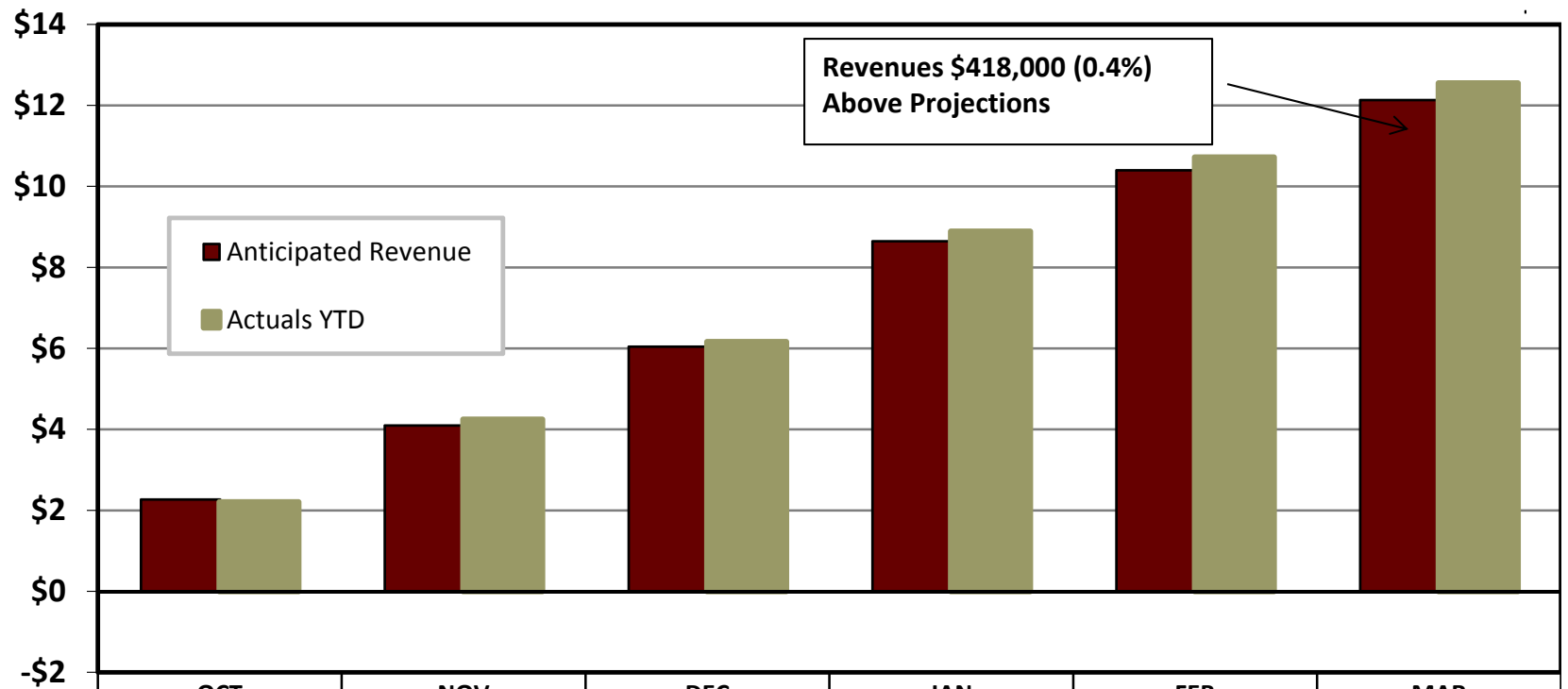
Results thru FY 2014-15, 2nd Quarter (In Millions)



	OCT	NOV	DEC	JAN	FEB	MAR
Anticipated Revenue	1.7	3.4	21.6	38.8	39.5	39.9
Actuals YTD	2.1	3.9	21.7	39.0	39.8	40.2
Over/Under	0.4	0.5	0.1	0.2	0.3	0.3

Sales Tax Revenues

Results thru FY 2014-15, 2nd Quarter (In Millions)



	OCT	NOV	DEC	JAN	FEB	MAR
Anticipated Revenue	2.3	4.1	6.0	8.6	10.4	12.1
Actuals YTD	2.2	4.2	6.2	8.9	10.7	12.5
Over/Under	-0.1	0.1	0.2	0.2	0.3	0.4

General Fund - Revenue

Results thru FY 2014-15, 2nd Quarter (In Millions)

	Projected Budget	Actual	Variance
Taxes	\$ 52.1	\$ 52.7	\$ 0.6
Intragovernmental Charges	20.4	20.2	(0.2)
EWS - Disposal Fees	4.7	5.1	0.4
Service Charges	4.2	4.2	0.0
Franchise Fees	1.7	1.8	0.1
Fines & Forfeitures	2.7	2.5	(0.2)
Licenses & Permits	1.9	2.1	0.2
Rents & Concessions	0.4	0.3	(0.1)
Other Revenues	0.2	0.2	0.0
Total General Fund Revenues	\$ 88.3	\$ 89.1	\$ 0.8

General Fund - Expenditures

Results thru FY 2014-15, 2nd Quarter (In Millions)

	Projected Budget	Actual	Variance
Personnel	\$ 50.8	\$ 50.9	\$ (0.1)
Operations	22.4	21.7	0.7
Capital	0.1	0.1	0.0
Total General Fund Expenditures	\$ 73.3	\$ 72.7	\$ 0.6

Note:

1. General Fund expenditures had a positive net budget variance of \$600,000 (0.8%) with fuel costs providing the majority of the savings.

General Fund

Results thru FY 2014-15, 2nd Quarter (In Millions)

	Revenues	Expenditures	Net Total Variance
Budget	\$ 88.3	\$ (73.3)	
Actuals	89.1	(72.7)	
Variance	\$ 0.8	\$ 0.6	\$ 1.4

Notes:

1. Revenues were \$0.8 million (0.9%) better than expected mainly due to increased Sales Tax and Landfill Revenue.
2. Expenses were \$0.6 million (0.8%) lower than expected primarily due to \$450,000 in fuel savings.

Electric Utility Fund

Results thru FY 2014-15, 2nd Quarter (In Millions)

	Revenues	Expenditures	Net Total Variance
Budget	\$ 136.6	\$ (179.5)	
Actuals	155.1	(180.0)	
Variance	\$ 18.5	\$ (0.5)	\$ 18.0

Notes:

1. Better than expected actual revenue is largely due to increased Off-System Sales.
2. Actual expenditures were higher than budgeted due primarily to increased Off-System Sales. However, lower energy costs partially offset the amount of the increases associated with Off-System Sales.

Water Utility Fund

Results thru FY 2014-15, 2nd Quarter (In Millions)

	Revenues	Expenditures	Net Total Variance
Budget	\$ 27.0	\$ (31.2)	
Actuals	25.0	(30.4)	
Variance	\$ (2.0)	\$ 0.8	\$ (1.2)

Notes:

1. 205-million-gallon or 5.0% drop in water consumption compared to last year due to water conservation and Stage 3 drought restrictions.
2. Expenditures down mostly due to savings in electrical pumping and fuel cost.
3. 45-day fund balance requirement in jeopardy of not being met.

Wastewater Utility Fund

Results thru FY 2014-15, 2nd Quarter (In Millions)

	Revenues	Expenditures	Net Total Variance
Budget	\$ 21.4	\$ (26.5)	
Actuals	21.5	(26.3)	
Variance	\$ 0.1	\$ 0.2	\$ 0.3

Note:

1. Revenue and Expenditures are within budget estimates for the 2nd quarter.

Environmental Waste Services Fund

Results thru FY 2014-15, 2nd Quarter (In Millions)

	Revenues	Expenditures	Net Total Variance
Budget	\$ 9.4	\$ (9.9)	
Actuals	9.8	(10.0)	
Variance	\$ 0.4	\$ (0.1)	\$ 0.3

Notes:

1. Revenue increase due to \$145,000 of auction proceeds received in November and \$142,000 (11.4%) increase in commercial revenue collection resulting from additional customer accounts.
2. Negative expenditure variance is due to one-time debris clean-up cost associated with October windstorm and recyclable hauling cost paid under previous recyclables processing agreement. Fuel Savings and vacancies are expected to offset these one-time costs by year-end.

**Non-Major Funds
2nd Quarter
FY 2014-15 Results**



Non-Major Funds

Results thru FY 2014-15, 2nd Quarter (In Millions)

Firewheel Golf Fund

- Due to the inclement weather that occurred over the first half of the fiscal year, Firewheel Golf Park revenues are approximately \$151,000 or 8.9% below the budget target. Although revenue collections in April have shown significant improvements, the Golf Park may fall short of fund balance expectations as a result of the decline in revenue experienced through March 31st.

Group Health Insurance Fund

- Revenue and expenditures in the Group Health Insurance Fund are within budget targets thru the 2nd quarter. However, the Fund ended the previous fiscal year with a negative fund balance of \$849,000 which was \$1.8 million worse than budget projections. Due to these results, it is anticipated that the Fund will require an additional transfer in FY 2014-15 to bring the fund balance back to a positive and stable position. The Budget Department will continue to closely monitor trends in the Fund as health claims continue to be volatile and will bring forth a recommended adjustment in the 2014-15 Revised Budget.



Summary

2nd Quarter, FY 2014-15 Results

- All major funds are tracking within budget with the exception of the Water Utility Fund. The Water Utility Fund may fall short of the 45-day fund balance requirement due to water conservation and Stage 3 drought restrictions.
- The Firewheel Golf Fund may fall short of fund balance expectations due to the inclement weather that occurred over the first half of the fiscal year.
- It is anticipated that the Group Health Insurance Fund will require an additional contribution from other funds in FY 2014-15 due to the negative year-end results for FY 2013-14.
- The City's management and financial teams will continue to closely monitor the City's finances for all funds as we navigate through the remainder of the fiscal year.



City Council Item Summary Sheet

☒ **Work Session**

Date: May 4, 2015

☐ **Agenda Item**

Appointment to the GHFC Board

Summary of Request/Problem

Shannon D. Gray resigned as a representative on the Garland Housing Finance (GHFC) Board on April 1, 2015.

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, J. Christopher Luna responded.

Council previously interviewed Mr. Luna at the March 17, 2015 Work Session.

Recommendation/Action Requested and Justification

Council is scheduled to formally appoint a representative to the GHFC at the May 5, 2015 Regular Meeting.

Submitted By:

Eloyce René Dowl
City Secretary

Approved By:

Bryan L. Bradford
City Manager

J. Christopher "Chris" Luna
801 Holden Court
Garland, Texas 75044
* * * * *
Office Phone: (214) 570-4883

April 22, 2015

Honorable Mayor Athas
and Honorable Members of the
Garland City Council
200 N. Fifth Street
Garland, Texas 75046

Re: Garland Housing Finance Corporation Board of Directors

Dear Mayor Athas and City Councilmembers:

I am responding to the recent opening on the Garland Housing Finance Corporation ("GHFC") board of directors.

As I previously mentioned, when I served on the Dallas City Council, I served on the Housing and Neighborhood Development Committee (1993 to 1997). I also served on the board of Shared Housing Center, a transitional housing non-profit in East Dallas (2004 to 2010).

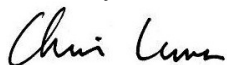
I also have the following background, experience, and skills that are directly applicable to the GHFC board of directors:

- prior public service, including service on the Dallas City Council, Garland Utility Advisory Board, and the Parkland Health & Hospital System board of managers
- over twenty years of non-profit board of director and governance experience
- broad-based legal background, with significant experience in the areas of commercial transactions, labor & employment, risk management, and litigation
- familiarity and experience in housing issues
- budgetary and management experience from several in-house legal positions and from my prior public service

I have enclosed my biographical background for your review. I believe that I have the background, experience and skills that you are seeking.

Thank you for your consideration.

Sincerely,



J. Christopher "Chris" Luna



CHRIS LUNA

Chris is Senior Legal Director at MetroPCS, a brand of T-Mobile US, Inc. (NYSE: TMUS), where he is responsible for MetroPCS' legal affairs, including business transactions, marketing, litigation, and distribution. MetroPCS is a provider of no annual contract, unlimited wireless communications service for a flat-rate.

Chris graduated from the University of Texas at Austin School of Law and UT's business school in accounting. His professional legal career included the law firms of Akin, Gump, Strauss, Hauer & Feld, L.L.P. and Sheinfeld, Maley & Kay, P.C. He also clerked for Chief Judge Robert C. McGuire, U.S. Bankruptcy Court for the Northern District of Texas.

He was elected to three terms on the Dallas City Council to represent downtown and the city center. He was also appointed to serve on the Garland Utility Advisory Board and the Parkland Health & Hospital System Board of Managers.

Chris is a past chairman of the Richardson Chamber of Commerce, president of the Dallas Hispanic Law Foundation, and serves on the board of the Dallas Zoological Society. He is past president of The Dallas Assembly, one of the region's oldest and most respected civic organizations. Chris was an advisory director of the Laredo National Bank and previously served as a director of the Colonial Casualty Insurance Company.

He also believes firmly in developing tomorrow's leaders, which he exhibited by being an adjunct instructor at Southern Methodist University School of Law, El Centro College, UT Dallas, and Richland College. Chris previously served on the President's Hispanic Advisory Council at UT Arlington.

Chris is a graduate of Leadership Richardson. Chris maintains memberships in the State Bar of Texas, the Dallas Bar Association, and the Dallas Hispanic Bar Association.



City Council Item Summary Sheet

☒ **Work Session**

Date: May 4, 2015

☐ **Agenda Item**

DART Quarterly Report

Summary of Request/Problem

Council will be updated on DART's services, activities, programs and projects within Garland.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

Bryan L. Bradford
City Manager

DART Update to the Garland City Council

May 2015

DART currently is engaged in several initiatives and activities that affect the City of Garland. Garland City Council members have contacted the DART Board of Directors and DART management with comments, questions and suggestions. We appreciate your interest in DART and hope this update addresses those topics.

DART Passenger Service

Ridership for the 2nd quarter of FY 2015 (Jan through Mar) in Garland was 690,694 riders. There were 508,796 bus riders and 181,898 light rail riders at the two stations serving Garland. Those figures translate into an average of about 7,344 bus riders and 2,979 light rail riders each weekday for both Jupiter and Downtown Garland Stations.

The ridership on Route 378 – which connects Downtown Garland Station, Lake Ray Hubbard Transit Center and South Garland Transit Center averages about 1,310 riders each weekday. It is one of the most heavily used transit center feeder routes in the DART System, as well as one of the best performing.

During the 2nd quarter, Downtown Garland Station averaged 1,904 daily riders, ranking it seventeenth among DART's 62 light rail stations.

South Garland Transit Center averages approximately 1,467 weekday bus riders and Lake Ray Hubbard Transit Center averages just between 860 and 900 weekday riders.

Safety and Security (Provided by DART Police)

Uniform Crime Reporting Program Part I Offenses committed at Garland's rail stations and bus transit centers totaled five (5) in the second quarter of FY 2015. There were seven (7) offenses classified as Part II Offenses. Part II Offenses are generally less serious like public intoxication and trespassing.

During the second quarter of FY 2015, DART Police issued 79 fare enforcement violation citations and 17 warning citations within the City of Garland. DART Police issued 8,197 fare enforcement violation citations and 1,649 warning citations systemwide in the same timeframe.

Systemwide, crime statistics have dropped despite an increase in ridership. Part I Offenses dropped from 716 in FY 2013 to 566 in FY 2014. Similarity, Part II Offenses dropped from 2,544 in FY 2013 to 1,840 in FY 2014.

Crime statistics at Garland transit facilities have remained low or decreased during the second quarter of FY 2015 compared to those in FY 2014 (See Attachment 1).

Garland Area Passenger Amenities

Several bus stop improvements were made during the second quarter. Concrete benches were installed at three stops along Duck Creek Drive. Shelters have also been ordered for the following locations, with installation to occur no later than May 24, 2015:

- La Prada at Duck Creek - Northbound - Near Side
- La Prada at Duck Creek - Southbound - Far Side
- Duck Creek at Oates - Northbound - Far Side
- Duck Creek at Oates - Southbound - Far Side
- La Prada at Northwest - Westbound - Mid-block

These additions bring Garland bus stops up to the following:

- Total Garland Bus Stops 917
- Total Garland Stops with Shelters 30 *
- Non-Shelter Benches at Bus Stops 92 **

* Excludes shelters at Garland rail stations or transit centers

** All shelters have benches

2040 Transit System Plan

DART began a two-year process to update the long-term Transit System Plan in 2014. The current 2030 Transit System Plan was approved in 2006. Since that time, major changes have occurred in the demographics and economic development of the region.

Phase 1 of the 2040 plan includes a Comprehensive Operational Analysis of the bus network, extensive data analyses, customer survey data and input from a comprehensive public outreach program. The research is supporting development of the Moving You Forward 10 Year Service Plan. The 10-year plan will outline recommendations for short- and medium-term bus service changes through 2025 and will provide a solid foundation for Phase 2 of the effort. The Moving You Forward 10 Year Service Plan is anticipated to be complete in summer 2015.

During Phase 2, DART will evaluate long-term capital projects and programs to ensure that the DART System meets the future travel needs of the region.

DART is working with Garland riders, citizens, city staff and other stakeholders to get public comment on both the Moving You Forward 10 Year Service Plan and the 2040 Transit System Plan. The DART Board will take action on the new 2040 Transit System Plan in 2016.

DART to Add Seven All-Electric Buses with \$7.6 Million Federal Grant

DART has received a \$7.6 million grant to purchase seven all-electric Proterra EV buses and the infrastructure to charge and maintain them. DART is one of 10 transit authorities selected for funding from the Federal Transit Administration under the Low and No Emission Vehicle Deployment Program, which is distributing nearly \$55 million in competitive grants. The Proterra EV buses should arrive by early 2017 and will join the electric light rail trains as zero-emission vehicles in DART's transit fleet.

State of Good Repair

As part of DART's extension of the Blue Line to the UNT Dallas campus, the agency recently began work on a major renovation of Ledbetter Station. Some changes are necessitated by the rail expansion, while others are necessary to update and improve the serviceability and security of this heavily used 20-year old station.

Improvements include:

- Enhanced lighting
- Replacement of mobility ramp walls with open railing to increase visibility
- Lengthening and raising platforms to allow level boarding on three-car trains
- Adding a passenger load/unload zone to the east of the station

The project – scheduled from February 2015 to September 2016 – will be conducted in phases to maintain accessibility and minimize customer inconvenience. On occasions when train activity is suspended, passengers may be asked to use a bus bridge to start and/or complete their journey.

Learn more: DART.org/ConstructionUpdates

DART, local, state and federal officials Stand Up for Transportation – April 9

DART was joined by Dallas Mayor Mike Rawlings, DFW International Airport Executive Vice President of Operations Jim Crites, Dallas County Commissioner Mike Cantrell, U.S. Rep. Eddie Bernice Johnson, U.S. Rep Marc Veasey and others from the Federal Transit Administration and North Texas Council of Governments to send a message to Congress that it's time to fund a long-term surface transportation bill.

Stand Up for Transportation Day is a nationwide effort where hundreds of a transit agencies came together to urge Congress to provide a long-term investment in our nation's transportation infrastructure. More information about Stand Up for Transportation Day can be found at www.standup4transportation.org.

Texas Transit Association Bus Rodeo and Expo – April 10-11

DART hosted the 2015 Texas Transit Association Rodeo and Expo. Orientation sessions, business meetings, written tests, swap meet, awards banquet and lodging were held at the Renaissance Dallas Richardson Hotel at Galatyn Park Station. Competitions for bus driving skills and bus vehicle maintenance were held at Araphaho Center Station.

The TTA Rodeo is more than a competition of driving skills and maintenance disciplines; it is a unique learning opportunity for operators and maintenance teams to engage with other transit agency professionals from across Texas. This year's event attracted approximately 300 attendees as well as nearly 30 exhibitors representing private companies across the country.

DART proved it has some of the best bus operators and maintenance staff in the state. The agency placed first and second in the 40-foot bus division, first in the 30-foot bus division, and fourth in the bus maintenance competition. An MV Transportation employee, a driver for DART's paratransit services, took first place in the van competition.

The top performers move on to compete against teams from across North America at the American Public Transportation Association's International Bus Rodeo, which will be held in Fort Worth on May 1-5 during the Bus & Paratransit Conference.

Dallas Streetcar Opened April 13

Streetcar travel between Oak Cliff and Downtown Dallas is back after a nearly 50 year absence, connecting a historic community via a state-of-the-art electric vehicle.

The modern era of Dallas streetcar service resumed April 13 with a 1.6 mile route from downtown's Union Station to Oak Cliff's Methodist Dallas Medical Center. This marks the first phase of Dallas' modern streetcar system. DART is project manager and operator of the City of Dallas project.

A second phase, which extends the route to the shopping and dining of Oak Cliff's Bishop Arts District, is expected to be completed by early 2016. The third segment, currently in planning, will expand the streetcar line to the Kay Bailey Hutchison Convention Center and Omni Dallas Hotel.

Route and schedule information, along with vehicle photos are at **DART.org/DallasStreetcar**

Older Americans Information and Health Fair – May 7

DART, the Dallas Area Agency on Aging and the City of Dallas Park and Recreation Department invite all senior citizens to celebrate Older Americans Month at the 21st Annual Older Americans Information and Health Fair. The free event for seniors is from 10 a.m. to 1 p.m. at Centennial Hall in Fair Park. Attendees are encouraged to save on parking and ride DART's Green Line directly to Fair Park Station where signs will direct attendees to the hall. Senior citizens can get free health screenings for prostate, blood pressure, cholesterol and diabetes screenings while enjoying lunch, prizes, drawings and information on a variety of topics.

Learn more: <http://www.dart.org/transiteducation/seniors2015.asp>

Bike to Work Day – May 15

DART will celebrate National Bike to Work Day by hosting "bike energizer stations" from 7 to 9:30 a.m., Friday, May 15. The stations will have information about local bicycle issues, along with free promotional items, refreshments and tune-ups. Join in the festivities at the Downtown Garland Station.

Transit Education Programs in Garland

DART's Transit Education staff conducts transit education presentations for groups of 20 or more. General topics include safety, riding DART, trip planning, environmental benefits and careers in transportation. The team also exhibits at community events to provide trip planning, promote new campaigns, answer questions, distribute materials/giveaways and more. 2015 events included:

January 2015

Sam Houston Middle School - Career Day: 80 students, 5 teachers

February 2015

Watson Tech Center - Safety/How to Ride DART Presentation: 110 students, 11 teachers

March 2015

St. Mark Baptist Church - Senior Citizen How to Ride: 20 Senior Citizens

Kidfest - Firewheel Mall - DART Exhibit Booth: 700 people (adults and children)

April 2015

Each year DART hosts a Student Art Contest. This year, the agency received more than 1,300 entries, setting a new record. The First Place Winner in the K-2 category was James Goodson, a second grader at Southgate Elementary in Garland. The following schools in Garland (the city proper) submitted artwork:

- Cooper Elementary
- Southgate Elementary
- Luna Elementary
- Groves Homeschool
- Sam Houston Middle School
- Classical Center at Brandenburg Middle School
- Southgate Elementary - Student Art Contest Winner

ATTACHMENT 1Part 1 Offenses

Quarter 2 (Jan. - April 2015)	Criminal Homicide	Forcible Rape	Robbery	Aggravated Assault	Burglary	Larceny-Theft	Motor- Vehicle Theft	Arson	Total : Q2 2015	Total: Q2 2014
Lake Ray Hubbard	0	0	0	0	0	0	0	0	0	0
South Garland Transit Center	0	0	0	0	0	1	0	0	1	1
Forest/Jupiter	0	0	0	0	0	2	0	0	2	1
Downtown Garland	0	0	0	0	0	2	0	0	2	3

ATTACHMENT 2

Part 2 Offenses

Quarter 2 (Jan. – April 2015)	Other Assaults	Forgery/Counterfeiting	Fraud	Embezzlement	Stolen Property: Buy/Rec/Poss	Vandalism	Weapons	Prostitution	Sex Offenses	Drug Abuse Violation
Lake Ray Hubbard	0	0	0	0	0	0	0	0	0	0
South Garland Transit Center	0	0	0	0	0	0	0	0	0	0
Forest/Jupiter	0	0	0	0	0	0	0	0	0	1
Downtown Garland	0	0	0	0	0	0	0	0	0	0

*Continuation of above chart

Quarter 2 (Jan. – April 2015)	Gambling	Offenses Against Family/Child	DUI	Liquor Laws	Drunkenness	DOC	Vagrancy	All Others	Suspicion	Runaways	Total Q2 2015	Total Q2 2014
Lake Ray Hubbard	0	0	0	0	0	0	0	0	0	0	0	0
South Garland Transit Center	0	0	0	0	0	0	0	2	0	0	2	1
Forest/Jupiter	0	0	0	0	0	0	0	3	0	0	3	2
Downtown Garland	0	0	0	0	1	0	0	1	0	0	2	2



City Council Item Summary Sheet

☒ **Work Session**

Date: May 4, 2015

☐ **Agenda Item**

Transportation Report

Summary of Request/Problem

Dean International, the City's transportation consultant, will update Council on the following:

- Transportation Program Updates
 - IH-635
 - Consider a Resolution regarding the Development of the IH-635 East Project and in support of an Expiring Revenue Enhancement funding mechanism.
 - IH-30
- Strategic Events Update
- Advocacy Group Update
- Transportation Updates
 - TEX-21
 - Regional Policy
 - Federal Policy
 - State Update

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

Approved By:

Bryan L. Bradford
City Manager

Resolution No. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS REGARDING THE DEVELOPMENT OF THE IH-635 EAST PROJECT IN DALLAS COUNTY, TEXAS AND IN SUPPORT OF THE EXPIRING REVENUE ENHANCEMENT.

WHEREAS, the City Council continues to support the development of the IH-635 East project in Dallas County, Texas, from US 75 to IH-30;

WHEREAS, the City Council has approved the IH-635 East stakeholder preferred configuration and codified its support for the IH-635 East project in Resolution No. 10152;

WHEREAS, the IH-635 East legislative delegation, including Senator Bob Hall, Senator Don Huffines, Senator Van Taylor, Representative Cindy Burkett, Representative Angie Chen Button, Representative Linda Koop, Representative Kenneth Sheets, Representative Jason Villalba, all support the development of the IH-635 East project and have proposed legislation creating a new funding tool called the Expiring Revenue Enhancement;

WHEREAS, the Expiring Revenue Enhancement will authorize the Texas Department of Transportation to develop the IH-635 East project, as a pilot project, using this new, innovative funding mechanism that will use revenue enhancements to fund the project;

WHEREAS, the IH-635 East Project Expiring Revenue Enhancement would allow the increase of at least one free lane in each direction, a minimum of two continuous frontage roads in each direction; and that any revenue enhancements would expire the sooner of all debts and obligations for the project being retired or the thirty-fifth anniversary of the project receiving revenue service.

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

THAT the City of Garland Council thanks and appreciates the efforts of the IH-635 East legislative delegation to

develop the IH-635 East project during the 84th Legislative Session;

THAT the City of Garland Council endorses the Legislative Delegation's Expiring Revenue Enhancement funding mechanism for the project and supports the IH-635 East project being a pilot project for the Expiring Revenue Enhancement;

THAT the City of Garland will continue to support and assist the Legislative Delegation in developing the IH-635 East project during the 84th Legislative Session.

PASSED AND APPROVED this the ____ day of May, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

☒ **Work Session**

Date: May 4, 2015

☐ **Agenda Item**

Community Services Committee Report

Summary of Request/Problem

Council Member Anita Goebel, chair of the Community Services Committee, will provide a committee report on the following items:

- Damaged Screening Wall Enforcement
- Reward Program for Reporting Illegal Tire Dumping

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

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

Approved By:

**Bryan L. Bradford
City Manager**