



## **AGENDA**

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

**City of Garland  
Council Chambers, City Hall  
200 North Fifth Street  
Garland, Texas  
October 15, 2013  
7:00 p.m.**

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

The Garland City Hall and Council Chambers are wheelchair accessible. Special parking is available on the north side of City Hall and the building may be accessed by a sloped ramp from the parking area to the door facing Fifth Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. BRAILLE IS NOT AVAILABLE.

### **CITY COUNCIL GOALS 2020**

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

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

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

## **CONSENT AGENDA**

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

1. Consider approval of the minutes of the October 2, 2013 City Council Regular Meeting.

2. Consider approval of the following bids:

- a. Electric Service Maintenance and Repair

**Bid No. 3768-13**

**Boyd Electric, Ltd.**

**\$200,000.00**

*This request is to provide for the installation, repair, and replacement of electrical equipment facilities throughout the City on an as-needed basis. This is a term contract with four (4) optional renewals.*

**b. Construction of 138kV Transmission Line** **Bid No. 3769-13**

Southeast Power Corp.	\$1,261,635.81
Optional Contingency	<u>120,000.00</u>
<b>TOTAL</b>	<b><u>\$1,381,635.81</u></b>

*This request is to provide the construction labor associated with the relocation of the Wynn Joyce to Miller Road and the Wynn Joyce to Ben Davis 138kV transmission line. An optional contingency fee is included due to the complex nature of the project.*

**c. Garland Police Department Tasers and Accessories** **Bid No. 3781-13**

Taser International	<b>\$309,978.85</b>
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*This request is to provide Taser X26Ps for use by the Garland Police Department for subjects threatening harm or evading arrest and for deterring dangerous animals. The Taser X26P provides officers an alternative to using a higher level of force.*

**d. Engineering and Design Services for Kraft Substation** **Bid No. 3903-13**

R-Delta Engineers	\$220,900.00
Optional Contingency	<u>22,000.00</u>
<b>TOTAL</b>	<b><u>\$242,900.00</u></b>

*This request is to provide professional engineering and design services for the reconstruction of the Kraft Substation. The reconstruction is necessary to accommodate 138kV transmission into and out of the substation and provide a tap to the existing electrical bus. An optional contingency fee is included due to the complex nature of the project.*

**3. Public hearings were previously conducted for the following zoning cases. Council approved the requests and instructed staff to bring forth the following ordinances for consideration.**

**a. Zoning File No. 13-39, Mercy Realty, LLC**

*Consider an ordinance amending the zoning laws of the City of Garland by approving an amended Detail Plan for Medical Office, on a 0.895-acre tract of land zoned Planned Development (PD) District for Freeway Uses and in the SH 190 Overlay District located at 6520 President George Bush Turnpike.*

**b. Zoning File No. 13-41, King Family Medical**

*Consider an ordinance amending the zoning laws of the City of Garland by approving a Detail Plan for Medical Office, on a 0.988-acre tract of land zoned Planned Development (PD) District for Shopping Center Uses and in the SH 190 Overlay District located on the south side of Bunker Hill Road, approximately 270 linear feet southeast from the south corner of Lavon Drive and Bunker Hill Road.*

**c. Zoning File No. 13-42, Southern Blues**

*Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for a Tatooing/Body Piercing Establishment, on a 1.129-acre tract of land zoned Industrial 1 (I-1) District located at 1901 South Jupiter Road, Suite 103.*

- 4. Consider by minute action authorizing the City Manager, or his representative, to execute the Independent Contractor Agreement for Tommy Weathersbee in the amount not-to-exceed \$128,880.00.**

*This item was scheduled for Council consideration at the October 14, 2013 Work Session. Garland Power & Light is requesting the renewal of Tommy Weatherbee's contract as acting Interim Transmission & Distribution Director. Mr. Weathersbee (Contractor) shall assist in the duties of the Garland Power & Light (GP&L) Interim Transmission & Distribution Director, as well as work with GP&L management in the organizational planning and development of the GP&L Transmission & Distribution Division. Upon the employment of a permanent Transmission & Distribution Director by GP&L, Contractor shall assist and support in the transition of duties to the permanent Transmission & Distribution Director ("Transition Phase").*

- 5. Consider an ordinance approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2013 Annual Rate Review Mechanism filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; repealing conflicting resolutions or ordinances; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act;**

**providing a Most Favored Nations clause and the Steering Committee's Legal Counsel.**

*This item was considered by Council at the October 2, 2013 Work Session. The purpose of the ordinance is to approve rates (shown on "Attachment A" to the ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee. As a result of the negotiations between the ACSC and Atmos, the cities comprising ACSC were able to reduce the Company's requested \$22.7 million RRM increase to \$16.6 million. Approval of the ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective November 1, 2013.*

### **ITEMS FOR INDIVIDUAL CONSIDERATION**

#### **Speaker Regulations:**

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

- 6. Consider appointment of an individual to the Garland Health Facilities Development Corporation and Garland Economic Development Authority Boards.**

*Council was scheduled to interview applicants at the October 14, 2013 Work Session. In accordance with City Council Policy GOV-01, information was posted on the City's website for 14 days in order to provide an opportunity for citizens to apply for a vacant position on the Garland Health Facilities Development Corporation and Garland Economic Development Authority Boards. At the end of the 14-day period, two individuals responded, Lindy M. Perkins and Mike Cobern.*

- 7. Citizen comments.**

*Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.*

**8. Adjourn.**

*All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Verizon FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at [www.garlandtx.gov](http://www.garlandtx.gov). Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.*

Posted on October 11, 2013 at 2:00 p.m.

By: \_\_\_\_\_  
Lisa Palomba, City Secretary

The City Council of the City of Garland, Texas convened in regular session at 7:00 p.m. on Wednesday, October 2, 2013, in the Council Chambers at City Hall with the following members present:

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

STAFF PRESENT:	City Manager	William E. Dollar
	Deputy City Attorney	Mike Betz
	City Secretary	Lisa Palomba

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

CEREMONIALS: 1) Mayor Athas presented a proclamation for Hispanic American Heritage Month. Toney Torres accepted the proclamation. 2) State Representative Angie Chen Button presented former Garland Mayor Ronald Jones, accompanied by his wife Peggy, and former Garland Councilman Rick Williams, Texas House Resolution No. 284 recognizing many years of dedicated public service to the City of Garland and State of Texas.

ANNOUNCEMENTS: Mayor Athas commented on the following: 1) Garland Parks and Recreation Department hosting "Garland's Gone Camping," to be held at Audubon Park, October 19-20, 2013 and 2) Councilman Williams and Councilman Stanley will host a small business owner's informational session at the South Garland Branch Library from 8 to 9 a.m. on October 21, 2013.

Additionally, Councilwoman Goebel recognized all persons involved with the establishment of the Garland Marketplace as well as the October 5, 2013 "Fall for Garland" event, and Councilman Williams announced he will be hosting a Community Town Hall Meeting for District 4 residents on October 22, 2014 from 6:30 to 8:00 p.m. at the South Garland Branch Library on the topic of Crime Prevention.

- CONSENT AGENDA: All items marked with asterisks (\*\*) on the Consent Agenda were voted on in a single motion at the beginning of the meeting. A motion was made by Councilman Campbell, seconded by Councilman Stanley, to approve Items: 1, 2a, 2b, 2c, 3a, 3b, 3c, and 3d. A vote was cast and the motion carried with 9 Ayes; 0 Nays.
1. APPROVED\*\* City Council minutes of the September 17, 2013 Regular Meeting.
- 2a. APPROVED\*\* Award of Bid No. 3727-13 in the amount of \$175,977 to Techline, Inc. with an optional contingency fee of \$17,000 for a total award of \$192,977 to provide disconnect switches and associated materials for use at the TMPA Bryan East, Dansby, and Greenville Substations.
- 2b. APPROVED\*\* Award of Bid No. 3859-13 in the amount of \$129,255 to Open Systems International, Inc. to renew GP&L's Energy Management System/Generation Management System to the latest software for interfacing compatibility with ERCOT.
- 2c. APPROVED\*\* Award of Bid No. 3891-13 in the amount of \$6,697,342 to Hill & Wilkinson General Contractors to provide a Guaranteed Maximum Price contract for Construction Manager at Risk Services for the parking structure as part of the City Center Development.
- 3a. APPROVED\*\* Ordinance No. 6650 amending the zoning laws of the City of Garland by approving a Detail Plan and a Specific Use Permit for Tire Dealer, No Outside Storage, on a 1.14-acre tract of land zoning Planned Development (PD) District 06-37 for Freeway Uses and in the IH 635 Overlay District located at 1500 Eastgate Drive. (Zoning File No. 13-33, Discount Tire)
- 3b. APPROVED\*\* Ordinance No. 6651 amending the zoning laws of the City of Garland by approving an amendment to Planned Development (PD) District 74-65 for Townhouse Uses and an amended Detail Plan for single family home on a 0.578-acre tract of land located at 2100 Windy drive, north of Stoneleigh Drive and east of Windy Lane. (Zoning File No. 13-24, Joann Tran)
- 3c. APPROVED\*\* Ordinance No. 6652 amending the zoning laws of the City of Garland by approving a Specific Use Permit for Reception Facility in a 0.13-acre tract of land zoned Shopping Center (SC) District, located at 219 West Kingsley Road, Suite 322. (Zoning File No. 13-36, Loveth/Tony)



3d. APPROVED\*\*

Ordinance No. 6653 amending the zoning laws of the City of Garland by approving a Specific Use Permit for a Kindergarten, Preschool, or Childcare Center on an approximate 3-acre tract of land zoned Single Family (SF-7) District, located at 2600 Broadway Boulevard. (Zoning File No. 13-37, Willis Early Learning Center)

ITEMS FOR INDIVIDUAL CONSIDERATION:

4. APPROVED

Councilman Cahill nominated Jed Johnson to serve as Interim City Auditor until such a time as Council appoints a City Auditor. A vote was cast and the nomination carried with 9 ayes, 0 nays.

5. PUBLIC HEARING

Garland Chamber of Commerce CEO Paul Mayer presented background information regarding the proposed economic incentive agreement for Advanced Health and Rehab Center of Garland. Mayor Athas opened the public hearing. No one spoke during the public hearing.

5a. APPROVED

Councilman Stanley made a motion, seconded by Councilman Willis, to close the public hearing and to approve Ordinance No. 6654 designating an area as a reinvestment zone for commercial/industrial tax abatement; making certain findings thereon; authorizing the City Manager to execute an agreement with the applicant regarding the reinvestment zone. A vote was cast and the motion carried with 9 ayes, 0 nays.

5b. APPROVED

Marie Pfeifer representing Advanced Health Care Solutions answered questions from Council regarding quality control of the proposed new facility. Councilman Stanley, seconded by Mayor Pro Tem Dodson, moved to approve Resolution No. 10121 authorizing the City Manager to execute a Tax Abatement Agreement with 1101 Colonel Drive LLC doing business as Advanced Health Rehab Center of Garland (hereinafter "Advanced Health"), in substantially the form presented for consideration with the addition of the following paragraph in Exhibit A: "Quality Standards. After the Owner's relocation of all patients from the existing facility to the new facility, the Owner shall annually report to the City its score from the Texas Department of Aging and Disability Services Quality Reports System ("QRS Score"). If the QRS Score is below the state average QRS Score in any annual report, Owner shall be in default under this agreement." A vote was cast and the motion carried with 9 ayes, 0 nays.

6a. HELD & APPROVED Director of Planning Anita Russelmann provided background information regarding the application of Mercy Realty, LLC requesting approval of an amended Detail Plan on a property zoned Planned Development (PD) District 01-23 for Freeway Uses and in the SH 190 Overlay. The property is located at 6520 President George Bush Turnpike. (File No. 13-39)

Mayor Athas opened the public hearing to accept public input. No one spoke during the public hearing. Councilman Campbell, seconded by Councilwoman Goebel, made a motion to close the public hearing and to approve the request as recommended by the Plan Commission. Staff will bring forth an ordinance for formal consideration at a future meeting. A vote was cast and the motion carried with 9 ayes, 0 nays.

6b. HELD & APPROVED Director of Planning Anita Russelmann provided background information regarding the application of King Family Medical requesting the approval of a Detail Plan on a property zoned Planned Development (PD) District 99-04 for Shopping Center Uses and in the SH 190 Overlay. The property is located at the southwest corner of Lavon Drive and Bunker Hill Road. (Zoning File 13-41)

Mayor Athas opened the public hearing to accept public input. Chris Lam, Engineer, spoke on behalf of the applicant during the public hearing. Councilman Campbell, seconded by Councilwoman Goebel, made a motion to close the public hearing and to approve the request as recommended by the Plan Commission. Staff will bring forth an ordinance for formal consideration at a future meeting. A vote was cast and the motion carried with 9 ayes, 0 nays.

6C. HELD & APPROVED Director of Planning Anita Russelmann provided background information regarding the application of Southern Blues requesting approval of a Specific Use Permit for a Tattooing/Body Piercing Establishment on a property zoned Industrial 1 (I-1) District. The property is located at 1901 South Jupiter Road, Suite 103. (Zoning File No. 13-42)

Mayor Athas opened the public hearing to accept public input. The following persons spoke during the public hearing: Applicants Jimi and Johanna Newton. Council discussion followed. Mayor Pro Tem Dodson, seconded by Councilman Cahill, made a motion to deny the request without prejudice. A vote was cast and the motion failed 2 ayes, 7 nays (Athas; Campbell; Goebel; Stanley; Williams; Willis; LeMay).

Councilman Willis made a made a motion, seconded by Councilman Stanley, to approve the request for six years including all other requirements as recommended by the Plan Commission. A vote was cast and the motion carried with 7 ayes and 2 nays (Dodson, Cahill).

7. APPOINTMENTS

Mayor Pro Tem Dodson nominated Robert Vera for reappointment to the Plan Commission. A vote was cast and the motion carried with 9 ayes, 0 nays.

8. CITIZEN COMMENTS

The following person provided comments: Lerone Landis; Carmarion Anderson; Patti Fink; and Stan Winterbauer.

There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 8:56 p.m.

CITY OF GARLAND

Signed:

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Mayor

Attest:

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City Secretary



**GARLAND**  
PURCHASING

Bid No.: 3768-13  
Agenda Item: 2a.  
Meeting: Council  
Date: 10/15/13

## Purchasing Report

### **ELECTRIC SERVICE MAINTENANCE AND REPAIR TERM CONTRACT**

#### **PURCHASE JUSTIFICATION:**

The purpose of this contract is to provide for the installation, repair, and replacement of electrical equipment facilities throughout the City on an as-needed basis. This is a Term Contract with four (4) optional renewals. Pricing will remain firm for the first term. Any subsequent price modifications must be justified and mutually agreed upon. Funds will be committed at time of invoice payments, and expenditures will not exceed appropriated funds.

#### **AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Boyd Electric, Ltd.	All	\$200,000.00
<b>TOTAL:</b>		<b>\$200,000.00</b>

#### **BASIS FOR AWARD:**

##### **Best Value**

Submitted by:

Reviewed by:

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

William E. Dollar  
City Manager

Date: 10/03/13

Date: 10/08/13

#### **FINANCIAL SUMMARY:**

Total Project/Account: \$	N/A
Expended/Encumbered to Date:	N/A
Balance: \$	N/A
This Item:	200,000
Proposed Balance: \$	N/A

Ron Tiffany	10/04/13
Budget Analyst	Date

Ron Tiffany (for Ron Young)	10/04/13
Budget Director	Date

Operating Budget: ☒ CIP: ☐ Year: 2013-14

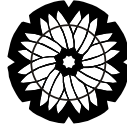
Document Location: Page C-50

Account #: 451-6999

**Fund/Agency/Project – Description:**  
Term Contract – Electrical Service throughout City

**Comments:**  
Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3768-13** **Electric Service Maintenance and Repair**

**Recommended Vendor:**

Boyd Electric Ltd.

**Total Recommended Award:**

\$200,000.00

**Basis for Award:**

Best value

**Purpose:**

The purpose of this contract is to provide for the installation, repair and replacement of electrical equipment facilities throughout the City on an as needed basis. This is a term contract with four (4) optional renewals. The Contract will be used by multiple City departments including Facilities Management, Parks and Water among others.

**Evaluation:**

Requests for Bids were issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated on the published criteria of price, references, response time, work order process and personnel qualifications. Boyd Electric Ltd. received the highest evaluated score of 87 out of 100 and was lowest overall bidder, thus offering the best value for the City.

**Funding Information:**

The Contract is funded from the Blanket Account #451-6999. Proper departmental expenditure account numbers will be applied as releases are made.

**Department Director:**

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



**GARLAND**  
PURCHASING

Bid No.: 3769-13  
Agenda Item: 2b.  
Meeting: Council  
Date: 10/15/13

## Purchasing Report

### CONSTRUCTION OF 138 kV TRANSMISSION LINE OPEN MARKET

#### PURCHASE JUSTIFICATION:

The purpose of this contract is to provide the construction labor associated with the relocation of the Wynn Joyce to Miller Road and the Wynn Joyce to Ben Davis 138 kV transmission line. Due to the complex nature of the project, an optional contingency is included for unforeseen additional material or labor that may be required. Expenditure will not exceed appropriated funding.

#### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Southeast Power Corp.	All	\$1,261,635.81
Optional Contingency		120,000.00
<b>TOTAL:</b>		<b>\$1,381,635.81</b>

#### BASIS FOR AWARD:

##### Best Value

Submitted by:

Reviewed by:

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

William E. Dollar  
City Manager

Date: 10/01/13

Date: 10/08/13

#### FINANCIAL SUMMARY:

Total Project/Account: \$ 1,843,500

Expended/Encumbered to Date: 452,677

Balance: \$ 1,390,823

This Item: 1,381,636

Proposed Balance: \$ 9,187

Trent Schulze 10/04/13  
Budget Analyst Date

Trent Schulze (for Ron Young) 10/04/13  
Budget Director Date

Operating Budget: ☐ CIP: ☒ Year: 2013

Document Location: Page E01

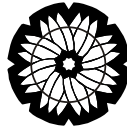
Account #: 210-3599-3140801-7111 \$1,179,859.29  
215-3599-3140801-7111 201,776.52  
(EC-T0408-001-1711 / EC-T5408-001-1711)

Fund/Agency/Project – Description:  
Electric CIP – Transmission Lines

Comments: Construction labor associated with relocation of Wynn Joyce to Miller Road and Wynn Joyce to Ben Davis 138 kV transmission line. An optional contingency is included for unforeseen material or labor that may be required. Expenditures will not exceed appropriated funds.







# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3769-13** **Construction of 138kV Transmission Line**

**Recommended Vendor:**

Southeast Power Corporation

**Total Recommended Award:**

\$1,381,635.81

**Basis for Award:**

Best Value

**Purpose:**

The purpose of this contract is to provide the construction labor associated with the relocation of the Wynn Joyce to Miller Road and the Wynn Joyce to Ben Davis 138kV transmission line as related to the Miller Road Bridge Relocation project.

**Evaluation:**

Request for Bids were issued per Purchasing procedures. Three (3) bids were received and evaluated based on: price; experience with similar projects in the electrical industry; percentage of work completed by the primary contractor; established safety training program; past relationship with the City of Garland. Southeast Power Corporation received the highest evaluated score offering the best value to the City. Southeast Power Corporation also submitted the lowest overall bid.

**Recommendation:**

Staff recommends awarding the contract to Southeast Power Corporation as the best value provider meeting all requirements of the specification.

**Funding Information:**

CIP Accounts 215-3599-3140801-7111 and 210-3599-3140801-7111

**Department Director:**

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



**GARLAND**  
PURCHASING

Bid No.: 3781-13  
Agenda Item: 2c.  
Meeting: Council  
Date: 10/15/13

## Purchasing Report

### **GARLAND POLICE DEPARTMENT TASERS AND ACCESSORIES OPEN MARKET**

#### **PURCHASE JUSTIFICATION:**

The Taser X26P is a less than lethal option utilized by the Garland Police Department for subduing subjects threatening harm or evading arrest and for deterring dangerous animals. The Taser X26P gives Officers an alternative to using a higher level of force.

#### **AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Taser International	All	\$309,978.85

**TOTAL:** \$309,978.85

#### **BASIS FOR AWARD:**

##### **Straight Low Bid**

Submitted by:

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

Reviewed by:

William E. Dollar  
City Manager

Date: 10/02/13

Date: 10/08/13

#### **FINANCIAL SUMMARY:**

Total Project/Account: \$	310,000
Expended/Encumbered to Date:	-0-
Balance: \$	310,000
This Item:	309,979
Proposed Balance: \$	21

Ron Tiffany	10/03/13
Budget Analyst	Date

Ron Young	10/03/13
Budget Director	Date

Operating Budget: ☒ CIP: ☐ Year: 2013-14

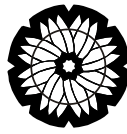
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Account #: 921-9211-6014

Fund/Agency/Project – Description:  
Narcotic Seizure Fund – Garland Police  
Department Tasers

Comments:





# **GARLAND**

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## **PURCHASING**

Executive Summary  
Bid 3781-13

Garland Police Department Tasers and Accessories

**Recommended Vendor:**

Taser International

**Total Recommended Award:**

\$309,978.85

**Basis for Award:**

Straight Low Bid

**Purpose:**

The Taser X26P is a less than lethal option utilized by the Garland Police Department for subduing subjects threatening harm or evading arrest and for deterring dangerous animals. The Taser X26P gives officers an alternative to using a higher level of force.

**Evaluation:**

Requests for Bids were issued in accordance with Purchasing procedures. Although 476 Requests were issued, Taser International submitted the only bid due to the specific requirements of Garland Police Department. Their bid met all specifications and was within budget.

**Recommendation:**

Staff recommends the purchase of the Taser X26P from Taser International.

**Funding Information:**

921-9211-6014

**Department Director:**

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



**GARLAND**  
PURCHASING

Bid No.: 3903-13  
Agenda Item: 2d.  
Meeting: Council  
Date: 10/15/13

## Purchasing Report

### ENGINEERING AND DESIGN SERVICES FOR KRAFT SUBSTATION OPEN MARKET

#### PURCHASE JUSTIFICATION:

The purpose of this contract is to provide professional engineering and design services for the reconstruction of the Kraft Substation. The reconstruction is necessary to accommodate 138 kV transmission into and out of the substation and provide a tap to the existing electrical bus. Due to the complex nature of the project, an optional contingency is included for additional work if needed. This purchase is funded from an approved Capital Improvement project. Expenditures will not exceed appropriated funds.

#### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
R-Delta Engineers	1	\$220,900.00
Optional Contingency		22,000.00
<b>TOTAL:</b>		<b>\$242,900.00</b>

#### BASIS FOR AWARD:

##### Most Qualified

Submitted by:

Reviewed by:

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

William E. Dollar

Director of Purchasing

City Manager

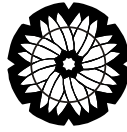
Date: 09/26/13

Date: 10/08/15

#### FINANCIAL SUMMARY:

Total Project/Account: \$ 254,000		Operating Budget: <input type="checkbox"/> CIP: <input checked="" type="checkbox"/> Year: 2013
Expended/Encumbered to Date: 2,019		Document Location: Page E01
Balance: \$ 251,981		Account #: 217-3799-3174901-7111 210-3799-3174901-7111
This Item: 242,900		Fund/Agency/Project – Description: Electric CIP Fund
Proposed Balance: \$ 9,081		Comments: Engineering and design services for reconstruction of Kraft Substation to accommodate 138 kV transmission line. An optional contingency is included due to the complex nature of the work.
Trent Schulze	10/02/13	
Budget Analyst	Date	
Ron Young	10/02/13	
Budget Director	Date	





# **GARLAND**

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## **PURCHASING**

### **Executive Summary** **Bid 3903-13** **Engineering and Design Services for Kraft Substation**

**Recommended Vendor:**

R-Delta Engineers

**Total Recommended Award:**

\$242,900.00

**Basis for Award:**

Most Qualified

**Purpose:**

The purpose of this contract is to provide professional engineering and design services for the reconstruction of the Kraft Substation. The reconstruction is necessary to accommodate 138kV transmission into and out of the Substation and provide a tap to the existing electrical bus.

**Evaluation:**

R-Delta Engineers is one of the City's pre-qualified engineering firms selected from a Request for Qualifications. Based on the specific requirements of this project, R-Delta Engineers was selected as the most qualified firm.

**Recommendation:**

Staff recommends awarding a professional services contract to R-Delta Engineers.

**Funding Information:**

CIP project 217/210-3799-3174901-7111 Kraft Substation Loop Project.

**Department Director:**

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



# City Council Item Summary Sheet

☐ Work Session

Date: October 15, 2013

☒ Agenda Item

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 13-39 Mercy Realty, LLC

### Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

**Submitted By:**

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

**Approved By:**

**William E. Dollar  
City Manager**



**ORDINANCE NO.**

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING AN AMENDED DETAIL PLAN FOR MEDICAL OFFICE, ON A 0.895-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT FOR FREEWAY USES AND IN THE SH 190 OVERLAY DISTRICT LOCATED AT 6520 PRESIDENT GEORGE BUSH TURNPIKE; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 9th day of September, 2013, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Mercy Realty, LLC**; and

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

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

**Section 1.**

Ordinance No. 4647 is hereby amended by approving an amended Detail Plan for Medical Office, on a 0.895-acre tract of land zoned Planned Development (PD) District for Freeway Uses and in the SH 190 Overlay District located at 6520 President George Bush Turnpike, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

FILE NO. 13-39

**Section 5.**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File 13-39**

Being a 0.895-acre lot identified as Lot 2, Block 1 of the Campbell Ferris Addition, an addition to the City of Garland as shown on the Plat recorded in Volume 2001161, Page 1590 of the Map Records of Dallas County, Texas. The property is located at 6520 President George Bush Turnpike, Garland, TX.

## PLANNED DEVELOPMENT CONDITIONS

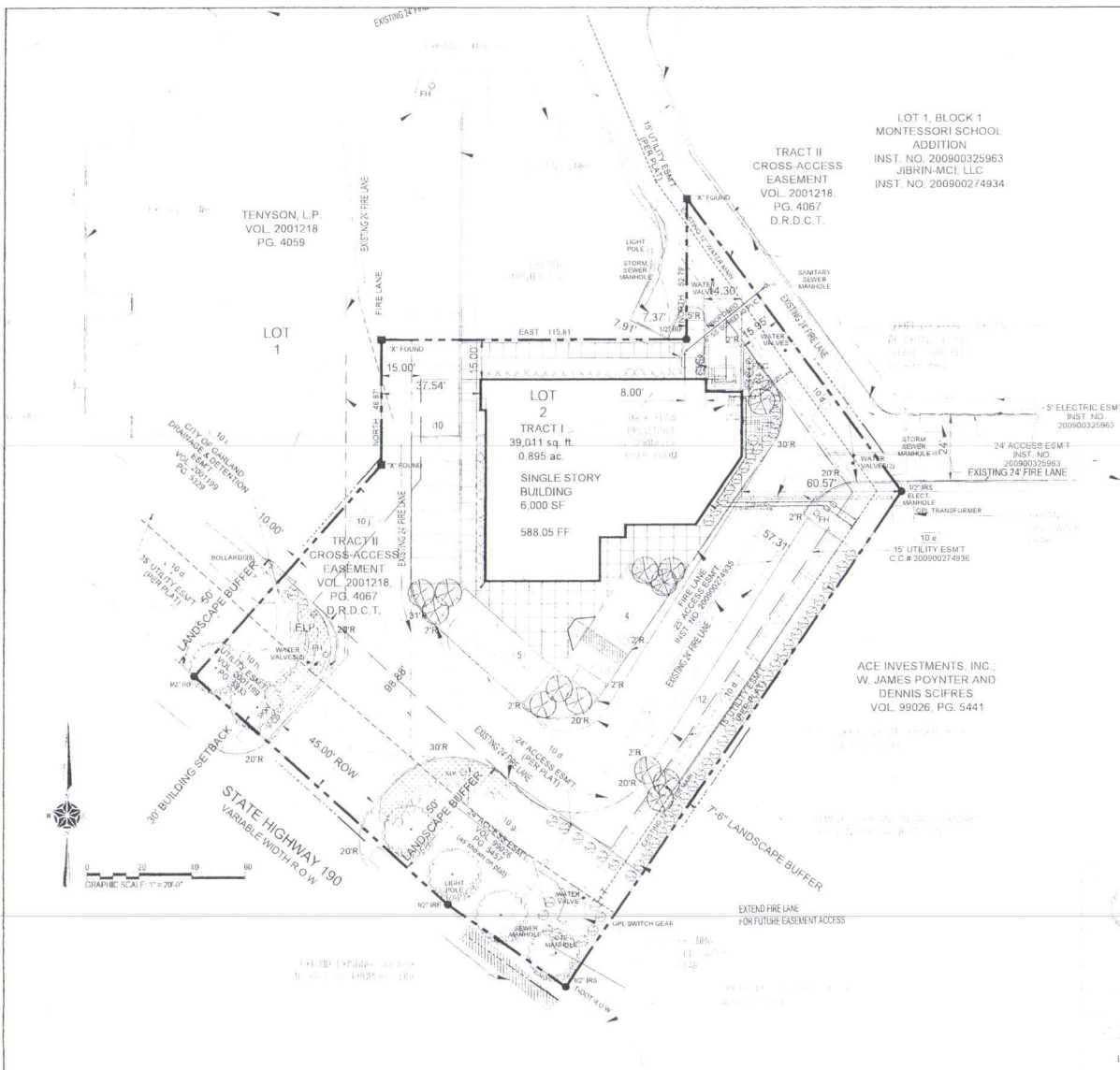
### ZONING FILE 13-39

#### 6520 President George Bush Turnpike

- I. **Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan of a medical office subject to conditions.
- II. **Statement of Effect:** This Planned Development (PD) District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Freeway (FW) District set forth in Section 31, 32 and 46 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
  - A. Detail Plan: Development shall be in conformance with the approved Detail Plan labeled Exhibit C. In the event of conflict between the conditions and Detail Plan, the conditions listed below shall prevail.
- V. **Specific Regulations:**
  - A. Permitted Uses: Permitted land uses are listed in the Freeway (FW) District within the State Highway 190 Overlay District.
  - B. Landscape Plan: Screening and Landscaping shall be in general conformance with the approved Landscape Plan labeled as Exhibit D.
  - C. Building Elevations: Exterior building elevations shall be in conformance with the approved elevations labeled as Exhibit E.
  - D. Signs: Freestanding signage shall be limited to one (1) monument sign with a maximum height of 7 feet and a maximum area of 50 square feet. The monument sign shall be faced with brick and/or stone veneer with colors that match the colors employed on the main building.
  - E. Setbacks: The dumpster enclosure shall be no closer than 7 feet from the north property lines.

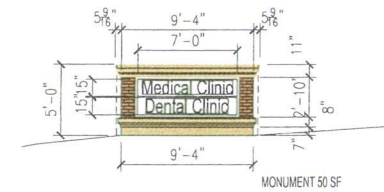
SEP 4 2013 AM 8:2



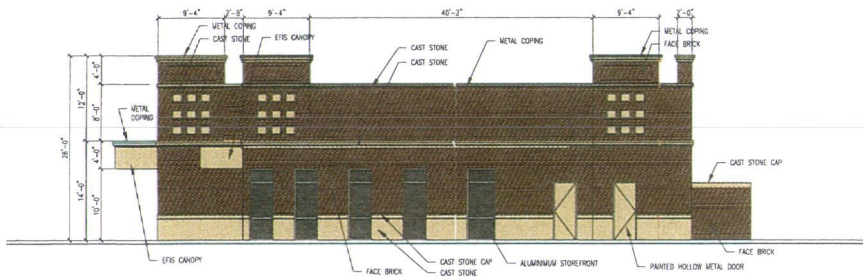


# TREE MANAGEMENT WORK SHEET

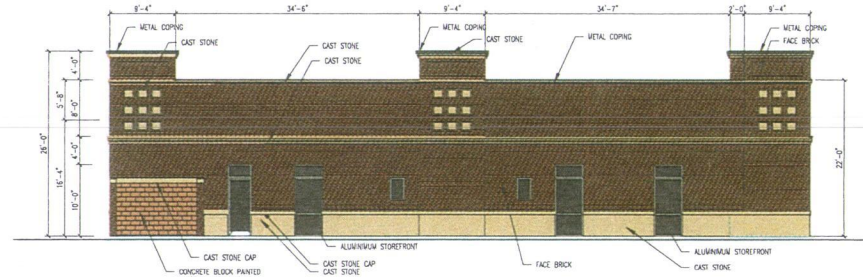
SPECIES	TOTAL CALIPER	INCHES ALLOWED TO BE REMOVED	INCHES PROPOSED FOR REMOVAL	MIDIGATION
LIVE OAK	1'-0"	1'-0"	1'-0"	1'-0"



5 MONUMENT SIGN  
SCALE: 1/8"=1'-0"

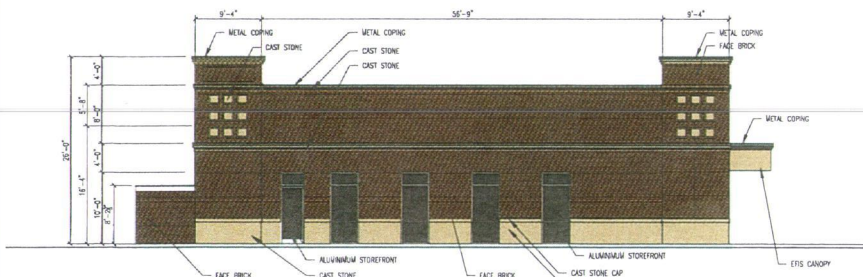


4 EAST ELEVATION  
SCALE: 1/8"=1'-0"

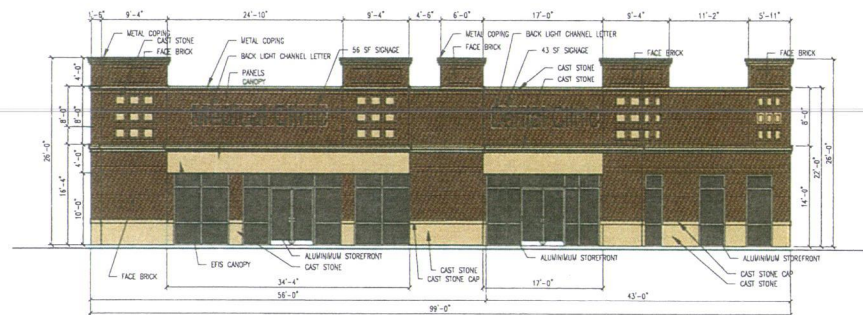


3 NORTH ELEVATION  
SCALE: 1/8"=1'-0"

MASONRY AREA TABULATION			(NOTE DOORS AND WINDOWS EXCLUDE)					
MATERIAL	1		2		3		4	
	SOUTH ELEVATION	%	EAST ELEVATION	%	NORTH ELEVATION	%	WEST ELEVATION	%
AREA SF	2060		3042		2027		1783	
MASONRY	1958	95%	3025	99%	2027	100.00%	1766	99%
EFIS	102	5%	17	1%	0	0	17	1%



2 WEST ELEVATION  
SCALE: 1/8"=1'-0"



1 SOUTH ELEVATION  
SCALE: 1/8"=1'-0"

Medical Office  
6520 E. George Bush  
Garland, TX 75044

EXHIBIT

DATE	REV	NO.	DESCRIPTION
06/26/2013	1	06	200627-0.06

PROJECT No. 061913  
DATE: 06/21/2013  
DRAWN BY:  
APPROVED BY:

DRAWING TITLE  
CONCEPT  
PLAN 6B

SHEET NO.  
A4.0



# City Council Item Summary Sheet

☐ Work Session

Date: October 15, 2013

☒ Agenda Item

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 13-41 King Family Medical

### Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

**Submitted By:**

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

**Approved By:**

**William E. Dollar  
City Manager**



**ORDINANCE NO.**

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A DETAIL PLAN FOR MEDICAL OFFICE, ON A 0.988-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) DISTRICT FOR SHOPPING CENTER USES AND IN THE SH 190 OVERLAY DISTRICT LOCATED ON THE SOUTH SIDE OF BUNKER HILL ROAD, APPROXIMATELY 270 LINEAR FEET SOUTHEAST FROM THE SOUTH CORNER OF LAVON DRIVE AND BUNKER HILL ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 9th day of September, 2013, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **King Family Medical**; and

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

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

**Section 1.**

Ordinance No. 4647 is hereby amended by approving a Detail Plan for Medical Office, on a 0.988-acre tract of land zoned Planned Development (PD) District for Shopping Center Uses and in the SH 190 Overlay District located on the south side of Bunker Hill Road, approximately 270 linear feet southeast from the south corner of Lavon Drive and Bunker Hill Road, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

FILE NO. 13-41

**Section 5.**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Zoning File 13-41**

Being identified as a 0.988-acre portion of Lot 4, Block 1 of the Oak Grove Plaza Replat, an addition to the City of Garland as shown on the Plat recorded in Instrument No. 200600463796 of the Map Records of Dallas County, Texas. The property is located on the south side of Bunker Hill Road, approximately 270 linear feet southeast from the south corner of Lavon Drive and Bunker Hill Road.

## PLANNED DEVELOPMENT CONDITIONS

### ZONING FILE 13-41

**On the south side of Bunker Hill Road, approximately 270 linear feet southeast from the south corner of Lavon Drive and Bunker Hill Road**

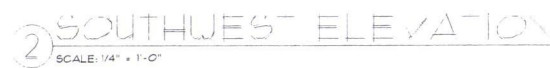
- I. **Statement of Purpose:** The purpose of this Planned Development is to approve a Detail Plan of a medical office subject to conditions.
- II. **Statement of Effect:** This Planned Development (PD) District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Shopping Center (SC) District set forth in Section 24, 32 and 46 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
  - A. Detail Plan: Development shall be in conformance with the approved Detail Plan labeled Exhibit C. In the event of conflict between the conditions and Detail Plan, the conditions listed below shall prevail.
- V. **Specific Regulations:**
  - A. Permitted Uses: Permitted land uses are listed in the Shopping Center (SC) District within the State Highway 190 Overlay District.
  - B. Landscape Plan: Screening and Landscaping shall be in general conformance with the approved Landscape Plan labeled as Exhibit D.
  - C. Building Elevations: Exterior building elevations shall be in conformance with the approved elevations labeled as Exhibit E.
  - D. Signs: Freestanding signage shall be limited to one (1) monument sign.











2 SOUTHWEST ELEVATION  
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

BRICK	297 SQ. FT. / 55.4%
STONE	175 SQ. FT. / 32.7%
CAST STONE	64 SQ. FT. / 11.9%
TOTAL SURFACE AREA	536 SQ. FT.

- 1) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
- 2) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
- 3) FINISH FLOOR LEVEL TO BE AT LEAST 12" ( 1'-0" ) ABOVE HIGHEST ADJACENT CONTOUR LEVEL



1 NORTHWEST ELEVATION  
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

BRICK	256 SQ. FT. / 34.9%
STONE	323 SQ. FT. / 44.0%
CAST STONE	134 SQ. FT. / 18.2%
SIGNAGE	21 SQ. FT. / 2.9%
<b>TOTAL SURFACE AREA</b>	<b>734 SQ. FT.</b>

NOTES:  
ROOF STRUCTURE TO  
BE DESIGNED BY  
STRUCTURAL ENGINEER

sheet description

PROPOSED MEDICAL  
OFFICE BUILDING  
TOP  
KING FAMILY MEDICIN  
3000 ACRES TRACT  
LOT 5, BLOCK  
3000 ACRES TRACT  
LOT 5, BLOCK  
3000 ACRES TRACT





BRICK	292 SQ. FT. / 55.8%
STONE	175 SQ. FT. / 33.5%
CAST STONE	56 SQ. FT. / 10.7%
TOTAL SURFACE AREA	523 SQ. FT.

- 1) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
- 2) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
- 3) FINISH FLOOR LEVEL TO BE AT LEAST 12" (1'-0") ABOVE HIGHEST ADJACENT CONTOUR LEVEL

ROOF STRUCTURE TO  
BE DESIGNED BY  
STRUCTURAL ENGINEER



BRICK	440 SQ. FT. / 63.1%
STONE	205 SQ. FT. / 29.4%
CAST STONE	52 SQ. FT. / 7.5%
TOTAL SURFACE AREA	697 SQ. FT.

**hpa**

Hard back architecture  
5353 clinton road suite 2  
dallas, texas 75240.  
tel: 972 661-8772  
fax: 972 661-9783

*f = 0.67*

1.

2.

4.

6.

9.

price: 1/4" = 1'-0"  
date: AL 2051-11-201  
file no:  
notes:

17-5  
11 200

FEDERAL MEDICAL  
 SOCIAL SERVICES  
 project:  
 KING DAVID'S MEDICAL  
 CROSS REF TRACT  
 LOT 1, BLOCK 1  
 ON 6000 PLAZA AND TOWN  
 CENTER, DALLAS COUNTY, TEXAS

## EXHIBIT E





# City Council Item Summary Sheet

☐ Work Session

Date: October 15, 2013

☒ Agenda Item

## Zoning Ordinance

### Summary of Request/Problem

Zoning Ordinance 13-42 Southern Blues

### Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

**Submitted By:**

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

**Approved By:**

**William E. Dollar  
City Manager**

**ORDINANCE NO.**

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PERMIT FOR A TATTOOING/BODY PIERCING ESTABLISHMENT, ON A 1.129-ACRE TRACT OF LAND ZONED INDUSTRIAL 1 (I-1) DISTRICT LOCATED AT 1901 SOUTH JUPITER ROAD, SUITE 103; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

**WHEREAS**, at its regular meeting held on the 9th day of September, 2013, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Southern Blues**; and

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

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

**Section 1.**

Ordinance No. 4647 is hereby amended by approving a Specific Use Permit for a Tattooing/Body Piercing Establishment, on a 1.129-acre tract of land zoned Industrial 1 (I-1) District located at 1901 South Jupiter Road, Suite 103, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

FILE NO. 13-42

**Section 5.**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE CITY OF GARLAND, TEXAS**

By:

\_\_\_\_\_  
Mayor

**ATTEST:**

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

Published:

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **Zoning File 13-42**

Being approximately a 1.129-acre lot identified as Lot 6, Block 4 of the Innovation Park No. 2, an addition to the City of Garland as shown on the Plat recorded in Volume 71062, Page 1751 of the Map Records of Dallas County, Texas. The property is located at 1901 South Jupiter Road, Suite 103, Garland, TX.

## **SPECIFIC USE PERMIT CONDITIONS**

### **ZONING FILE 13-42**

**1901 South Jupiter Road, Suite 103**

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit a Tattooing/Body Piercing Establishment on the subject property.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Industrial 1 (I-1) District set forth in Section 29 and 33 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
  - A. Time Period: The Specific Use Permit shall be in effect for a 6 year time period and tied to **Southern Blues**.
  - B. Days and Hours of Operation: The tattooing establishment will operate from 12:00 p.m. to 10:00 p.m. Monday through Saturday.



# City Council Item Summary Sheet

☐ Work Session

Date: October 15, 2013

☒ Agenda Item

## INDEPENDENT CONTRACTOR AGREEMENT FOR TOMMY WEATHERSBEE

### Summary of Request/Problem

Garland Power & Light is requesting the renewal of Tommy Weatherbee's contract as acting Interim Transmission & Distribution Director. Mr. Weathersbee (Contractor) shall assist in the duties of the Garland Power & Light (GP&L) Interim Transmission & Distribution Director, as well as work with GP&L management in the organizational planning and development of the GP&L Transmission & Distribution Division. Upon the employment of a permanent Transmission & Distribution Director by GP&L, Contractor shall assist and support in the transition of duties to the permanent Transmission & Distribution Director ("Transition Phase"). In addition, as Interim Transmission & Distribution Director as well as during the Transition Phase, Contractor shall assist GP&L in its management, planning, and development of the TMPA Transmission System.

This engagement shall commence as of the date of this Agreement and shall continue in full force and effect through June 30, 2014. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

This item was considered by the Utility Services Committee and was scheduled for Council discussion at the October 14, 2013 Work Session.

### Recommendation/Action Requested and Justification

Staff recommends that Council approve the contract renewal by minute action authorizing the City Manager, or his representative, to execute the Independent Contractor Agreement in the amount not-to-exceed \$128,880.00.

**Submitted By:**

**Jeff Janke**  
GP&L Managing Director

**Approved By:**

**William E. Dollar**  
City Manager

## **PROFESSIONAL SERVICES INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into as of the first day of October 15, 2013 between the City of Garland, Texas ("the City") and Tommy Weathersbee ("the Contractor").

1. Retention/Engagement. Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached document as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the City, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the City shall reimburse him for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
4. Confidentiality. The Contractor acknowledges that during the engagement he will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the City and/or used by the City in connection with the operation of its business including, without limitation, the City's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the City. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the City, whether prepared by the Contractor or otherwise coming into his possession, shall remain the exclusive property of the City. The Contractor shall not retain any copies of the foregoing without the City's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the City, the Contractor shall immediately deliver to the City all such files, records, documents, specifications, information, and other items in his possession or under his control. The Contractor further agrees that he will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the City and shall at all times preserve the confidential nature of his relationship to the City and of the services hereunder.
5. Conflicts of Interest; Non-hire Provision. The Contractor represents that he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he does not have a proprietary interest. During the term of this Agreement, the Contractor shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and

productive manner. The Contractor is expressly free to perform services for other parties while performing services for the City. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage leaving the City's employment, any employee, consultant, or contractor of the City or hiring any such employee, consultant, or contractor who has left the City's employment or contractual engagement within one year of such employment or engagement.

6. Termination. The City or Contractor may terminate this Agreement at any time on thirty days' written notice. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. In the event the City terminates this Agreement and Contractor is not in default or in breach of this Agreement, the City agrees to pay Contractor for all services actually performed and for expenses actually incurred as of the day of termination, provided that such services and expenses conform to the terms of this Agreement.
7. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent, official, or representative of the City for any purpose. The Contractor is and will remain an independent contractor in his relationship with the City. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Income taxes, self-employment taxes, social security taxes, and the like are the sole responsibility of the Contractor.
8. Insurance. The Contractor will carry commercial general liability of at least \$250,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, or a combined simple limit of \$600,000. City to be listed as additional insured. The insurance company must be A-rated (A.M. Best) or above.
9. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
10. Choice of Law; Venue. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. This Agreement is performable in Dallas County, Texas, and exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.
11. Indemnity. Contractor agrees to indemnify and hold the City, its agents, employees and representatives harmless from and against any loss, cost, damages or expenses (including attorney and expert witness fees) arising from or attributable to the performance of Contractor under this Agreement whether attributable solely to Contractor or jointly to and between Contractor and others, including any party indemnified herein and including liability arising from strict or other non-fault based liability.
12. Assignment. Neither party shall have the right to assign any rights under this Agreement, or delegate the performance of any duty hereunder, without the prior written consent of the other party.



13. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
14. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
15. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall remain in full force and effect.
16. Notices. Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (1) on the date of delivery, if hand delivered; (2) one day after sending, if sent by overnight courier; or (3) three days after the notice is posted in a U.S. mail receptacle, postage prepaid, to the address of the applicable party set out below such party's signature herein below, if sent by mail. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.
17. Waiver. Either party 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.
18. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. The parties acknowledge that they have read and participated in the preparation of this Agreement so that this Agreement shall not be construed either more or less strongly in favor of or against either party.
19. 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.
20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
21. Exhibits. All exhibits attached hereto are incorporated herein by reference for all purposes wherever reference is made to the same provided that, to the extent of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement shall control.
22. Non-Collusion. Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other

than from the City under this Agreement) for any of the services performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under this Agreement.

**CITY REPRESENTATIVE:**

**INDEPENDENT CONTRACTOR:**

**CITY OF GARLAND, TEXAS**

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

**By:** \_\_\_\_\_  
**Contractor**

**ADDRESS FOR NOTICE:**

City of Garland  
217 N. Fifth St.  
Garland, TX 75040

Tommy Weathersbee  
4072 Pirates Beach  
Galveston, Texas 77554

## EXHIBIT A

### DUTIES, TERM, AND COMPENSATION

**DUTIES:** The Contractor shall assist in the duties of the Garland Power & Light (GP&L) Interim Transmission & Distribution Director, as well as work with GP&L management in the organizational planning and development of the GP&L Transmission & Distribution Division. Upon the employment of a permanent Transmission & Distribution Director by GP&L, Contractor shall assist and support in the transition of duties to the permanent Transmission & Distribution Director ("Transition Phase"). In addition, as Interim Transmission & Distribution Director as well as during the Transition Phase, Contractor shall assist GP&L in its management, planning, and development of the TMPA Transmission System.

**TERM:** This engagement shall commence as of the date of this Agreement and shall continue in full force and effect through **June 30, 2014**. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

#### COMPENSATION/RECORDS AND BILLING:

As full compensation for the services rendered pursuant to this Agreement, the City shall pay the Contractor at the rate of **\$135.00/hr.** for actual hours worked. Contractor shall be reimbursed for out-of-pocket expenses at cost. Total compensation, including out-of-pocket reimbursement, under this Agreement **shall not exceed \$128,880.00**. The Contractor shall submit and maintain records of all work done on behalf of the City and of all expenses incurred for which the Contractor seeks payment or reimbursement.



# City Council Item Summary Sheet

☐ Work Session

Date: 10/15/13

☒ Agenda Item

## ATMOS ENERGY – NATURAL GAS RATES

### Summary of Request/Problem

The City is a member of the Atmos Energy Mid-Tex Division which was formed as a coalition of cities whose citizens receive natural gas service from Atmos Mid-Tex. This summer, Atmos Mid-Tex filed an application to increase natural gas rates pursuant to the Rate Review Mechanism (“RRM”) tariff. Atmos Mid-Tex RRM filing sought a \$22.7 million system-wide rate increase. Consultants, on behalf of the coalition of cities, investigated the support for the requested rate increase. While the analysis does not support the \$22.7 million rate increase, the consultants agree that a rate increase of a lesser amount is justified. A rate increase of \$16.6 million is a negotiated compromise between Atmos Mid-Tex and the coalition of cities. The rate increase is effective November 1, 2013.

### Recommendation/Action Requested and Justification

It is recommended that Council approve, by Ordinance, the negotiated ATMOS rate increase (shown as “Attachment A” to the Ordinance).

**Submitted By:**

**David Schuler**  
Managing Director for Financial Services

**Approved By:**

**William E. Dollar**  
City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; PROVIDING A MOST FAVORED NATIONS CLAUSE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL; AND PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Garland, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex;

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area;

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature;

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff;

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years;

**WHEREAS**, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years;

**WHEREAS**, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications;

**WHEREAS**, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$22.7 million;

**WHEREAS**, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing;

**WHEREAS**, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by \$16.6 million; and

**WHEREAS**, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest;

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

#### **Section 1**

That the findings set forth in this Ordinance are hereby in all things approved.

#### **Section 2**

That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

#### **Section 3**

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

#### **Section 4**

That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

#### **Section 5**

That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

#### **Section 6**

That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

#### **Section 7**

That if ACSC determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally and automatically accrue to the ACSC Cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.

#### **Section 8**

That this Ordinance shall become effective from and after its passage with the rates authorized by the attached tariffs to be effective for bills rendered on or after November 1, 2013.

#### **Section 9**

That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas,

Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at  
Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725,  
Austin, Texas 78767-1725.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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



# **Attachment A**

**Atmos Mid-Tex Tariffs  
Effective November 1, 2013**

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 17.70 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 17.72 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 35.75 per month
Rider CEE Surcharge	\$ 0.10 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 35.85 per month</b>
Commodity Charge – All Ccf	\$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

**Gas Cost Recovery:** Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

**Franchise Fee Adjustment:** Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

**Tax Adjustment:** Plus an amount for tax calculated in accordance with Rider TAX.

**Surcharges:** Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or Interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>I -- INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2013</b>	

**Base Use/Heat Use Factors**

<b>Weather Station</b>	<u><b>Residential</b></u>		<u><b>Commercial</b></u>	
	<b>Base use Ccf</b>	<b>Heat use Ccf/HDD</b>	<b>Base use Ccf</b>	<b>Heat use Ccf/HDD</b>
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

**Weather Normalization Adjustment (WNA) Report**

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



# City Council Item Summary Sheet

☐ Work Session

Date: October 15, 2013

☒ Agenda Item

## Appointments to the Garland Health Facilities Development Corporation and Garland Economic Development Authority Boards

### Summary of Request/Problem

In accordance with City Council Policy GOV-01, information was posted on the City's website for 14 days in order to provide an opportunity for citizens to apply for a vacant position on the Garland Health Facilities Development Corporation and Garland Economic Development Authority Boards.

At the end of the 14-day period, two individuals responded, Lindy M. Perkins and Mike Cobern. Council was scheduled to interview the applicants at the October 14, 2013 Work Session.

### Recommendation/Action Requested and Justification

Consider appointing by minute action an individual to serve on the Garland Health Facilities Development Corporation and Garland Economic Development Authority Boards.

Submitted By:

Approved By:

William E. Dollar  
City Manager