



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

**City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
January 15, 2019
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.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall.

**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.**



LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

It is the custom and tradition of the members of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of the meeting. Members of the audience are invited to participate. However, members of the audience are not required to participate. The decision to participate is strictly a matter of personal choice and has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during the meeting.

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 had the opportunity to review each of 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 January 8, 2019 Regular Meeting.
2. Consider approval of the following bids:
 - a. **Steel Structures for Campbell Road Switch Station** **Bid No. 0232-19**

Techline, Inc.	\$351,058.00
Optional Contingency	<u>35,105.80</u>
TOTAL:	\$386,163.80

This request is for the purchase of steel structures for the Campbell Road Switch Station CIP project. The switch station will provide ONCOR Electric Delivery Company with a transmission power delivery point needed to serve load in its service territory, including the new Stream Data Center in Garland. In order to meet summer outage requirements, ONCOR has requested a GP&L switch station completion date of mid-May 2019. Due to the complex nature of the project, an Optional Contingency

is included for any additional labor or equipment that may be required.

3. **Public hearing(s) were previously conducted for the following zoning case(s). Council approved the request(s) and instructed staff to bring forth the following ordinance(s) for consideration.**

- a. **Zoning File No. Z 18-47, MMA, Inc. (District 7)**

*Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) 84-73 District and 2) an amended Concept Plan on a 4.683-acre tract of land zoned Planned Development (PD) 84-73 District for Neighborhood Office Uses and located at 4680 North Shiloh Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause, and a Severability Clause; and providing an effective date.
Zoning Ordinance Z 18-47 MMA, Inc.*

4. **Consider a resolution authorizing the City Manager to execute the Funding Commitment for City matching funds to be included with the City's application to receive federal funds through the 2019 Transportation Alternatives Set-Aside Program Call for Projects.**

The City of Garland has an opportunity to receive federal funds through the North Central Texas Council of Governments (NCTCOG). The North South Bikeway which has been mostly implemented, needs an additional \$1,000,000 to complete two bridges: one near Centerville Road and one near IH 30 that would link the trail to Mesquite. Council has already authorized this funding, however these federal funds would replace this City funding and reduce the cost of the project to the City from \$1,000,000 to \$200,000.

5. **Consider a resolution of the City of Garland, Texas, authorizing the City Manager to execute Amendment No. 1 to the Project Specific Agreement with Dallas County for Shiloh Road from IH-635 to Kingsley Road.**

The City received bids for the Shiloh Road project from IH-635 to Kingsley Road with the low bid of \$23,658,910.00 being awarded. Dallas County previously agreed to participation funds for the project through a Project Specific Agreement (PSA). The bids came in higher than originally anticipated due to various scope changes to the contract necessary to properly construct the project. In addition, the overall prices were higher due to the complex constructability of the project. \$2,947,788.00 are included in Water and Wastewater improvements which Dallas County does not participate. This results in a total cost of \$20,711,122.00 eligible for Dallas County participation funds.

6. **Consider a Resolution authorizing the City Manager to execute the Development Agreement with Creek Valley Lot Venture, Ltd. for Creek Valley No. 2, Ph. 1 Subdivision.**

On September 7, 2017, the City Council passed Ordinance No.6930, approving a Planned Development District for single-family detached uses with alley waiver on an 11.726 acre tract of land, generally located at the northerly intersection of Centerville Road and Country Club Road. This development is defined by 44 residential lots and 4 common area lots, three proposed internal public streets, and green/open-space with pedestrian amenities.

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 are 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.

7. **Presentation of Proposed 2019 Capital Improvement Program (CIP)**

The City Manager will formally present the 2019 Proposed Capital Improvement Program (CIP) for the City Council's review and deliberation.

8. **Hold a public hearing on the proposed 2019 Bond Program**

Hold a public hearing to obtain comments on the proposed 2019 Bond Program.

9. **Consider appointments to Boards and Commissions.**

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

Mayor Lori Barnett Dodson

- Don Koerner - Parks and Recreation Board

10. **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.

EXECUTIVE SESSION AGENDA

Council will move into Executive Session

The City Council will convene in executive session pursuant to Sec. 551.074, to consider 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 involving the

Annual review of Robert J. Beasley, Chief Judge, Garland Municipal Court

Annual review of Sonja H. Galbraith, Judge, Garland Municipal Court

Annual review of Jedson Johnson, City Auditor

Annual review of Brad Neighbor, City Attorney

Annual review of Bryan Bradford, City Manager

Discussion of council appointees (City Manager, City Attorney, City Auditor, Municipal Court Judges) following:

11. Adjourn.

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



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

1.

Meeting Date: 01/15/2019

Item Title: Minutes Jan. 8

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the January 8, 2019 Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Minutes Jan. 8

Minutes of the Garland City Council Regular Meeting

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, January 8, 2019 in the Council Chambers at City Hall, 200 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:	Mayor	Lori Barnett Dodson
	Mayor Pro Tem	Rich Aubin
	Council Member	David Gibbons
	Council Member	Deborah Morris
	Council Member	Jerry Nickerson
	Council Member	Jim Bookhout
	Council Member	Robert Vera
	Deputy Mayor Pro Tem	Scott LeMay
	Council Member	Robert Smith

STAFF PRESENT:	City Manager	Bryan Bradford
	City Attorney	Brad Neighbor
	City Secretary	Eloyce René Dowl

CEREMONIALS: Amy Vorster presented the Pet of the Month.

Special Recognitions were presented to retiring Officers: Don Koener and James Reed for their 30 plus years of service to the Garland Police Department, which included serving as School Resource Officers for Garland Independent School District.

CALL TO ORDER: The meeting was called to order by Mayor Dodson.

CONSENT AGENDA: All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Dodson read those items into the record. Motion was made by Council Member Smith to approve the Consent Agenda as presented, seconded by Deputy Mayor Pro Tem LeMay, to approve items 1, 2a, 2b, 3, and 4. Motion carried, 9 ayes, 0 nays.

1. APPROVED** Approval of the Minutes of the December 18, 2018 Regular Meeting.

2a. APPROVED** Bid No. 0063-19 awarded to Techline, Inc. in the amount of \$1,031,159.00, which includes and optional contingency of \$103,115.90, for a total bid of \$1,134,274.90 for the TMPA McCree to Centerville TxDOT Project – Steel Structures and Anchor Bolts.

This request is for the purchase of two dead-end and two tangent transmission structures and anchor bolts needed for the relocation of a span of the TMPA McCree to Centerville 345kV Transmission Line. Due to the complex nature of the project, an optional contingency is included for any additional materials that may be required.

2b. APPROVED**

Bid No. 0325-19 awarded to Holt Cat in the amount of \$221,910.87 for a Certified Power Train Rebuild for Caterpillar Motor Grader.

This request is to provide a manufacturer-specific power train rebuild on a Caterpillar 160H motor grader, Unit 160-182, for Hinton Landfill.

2c. APPROVED**

Bid No. 0329-19 awarded to Zimmerer Kubota & Equipment, Inc. in the amount of \$168,801.50 for Replacement Mowers for the Parks Department.

This request is for the purchase of five replacement Trimax Snake 320 roller mowers for the Parks Department.

3. APPROVED**

Minute action adopting the rules of order, which are inclusive of the financial and investment policies and statements required by state law.

The City Charter provides that, at the first regular meeting of the Council in January of each year, the Council shall adopt its rules of order (a document that also contains the Council's written policies). Additionally, state law requires the governing body of all cities to adopt certain investment and financial policies on an annual basis. Because the financial and investment policies are contained in and a part of the Council's general rules of order, they are usually adopted at the same time as the Council adopts its general rules of order.

4. APPROVED**

Resolution No. 10367 of the City of Garland, Texas, endorsing certain legislative changes to Texas law proposed by the Texas Chapter of the Solid Waste Association of North America and providing an effective date.

At the December 17, 2018 Work Session, Council considered approving a resolution supporting the Texas Chapter of the Solid Waste Association of North America 2019 Legislation “Slow Down to Get Around” (SDTGA).

ITEMS FOR INDIVIDUAL CONSIDERATION

5. Consider the application of MMA, Inc., requesting approval of 1) an amendment to Planned Development (PD) 84-73 District and 2) an amended Concept Plan on a property (a portion of Tract 13) in Planned Development (PD) 84-73 District for Neighborhood Office Uses. This property is located at 4680 North Shiloh Road. (File No. Z 18-47, District 7)

BEING a 4.683-acre tract of land located in the Thomas Montgomery Survey, Abstract No. 962, in the City of Garland, Dallas County, Texas, being a portion of a called 35.11-acre tract of land as described in the Warranty Deed with Vendor's Lien to William F. Callejo, Trustee, filed for record in Volume 67197, Page 1530, Deed Records, Dallas County, Texas (DRDCT). The applicant proposes a Concept Plan that divides the property into three (3) tracts and allows additional commercial land uses on the property.

The staff report was presented by Josue de La Vega, Sr. Development Planner. Jacob Sumper, applicant submitted a speaker car, but did not speak. There were no speakers on this item. Motion was made by Deputy Mayor Pro Tem LeMay to approve the item based on staff and Plan Commission recommendations, seconded by Mayor Pro Tem Aubin. Motion carried 9 ayes, 0 nays.

6. CITIZEN COMMENTS: Preston Ross

7. ADJOURN

There being no further business to come before the City Council, Mayor Dodson adjourned the meeting at 7:26 p.m.

CITY OF GARLAND, TEXAS

/s/ Lori Barnett Dodson, Mayor

/s/ Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.a.

Meeting Date: 01/15/2019

Item Title: Steel Structures for Campbell Road Switch Station

Submitted By: Ross Owen, Director of Transmission & Distr

Bid Number: 0232-19

Purchase Justification:

This request is for the purchase of steel structures for the Campbell Road Switch Station CIP project. The switch station will provide ONCOR Electric Delivery Company with a transmission power delivery point needed to serve load in its service territory, including the new Stream Data Center in Garland. In order to meet summer outage requirements, ONCOR has requested a GP&L switch station completion date of mid-May 2019. Due to the complex nature of the project, an Optional Contingency is included for any additional labor or equipment that may be required.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Four bids were received and evaluated. The apparent low bidder, Klute Steel Fabrication, took several exceptions to the terms and conditions and were unable to meet the required delivery schedule. The second low bidder, Techline, Inc., took no exceptions to the terms and conditions and are able to meet the required delivery schedule.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.	All	\$351,058.00
Optional Contingency		35,105.80
	TOTAL:	\$386,163.80

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 40834

Fiscal Impact

Total Project/Account: \$6,250,000

Expended/Encumbered to Date: 2,271,584

Balance: \$3,978,416

This Item: 386,164

Proposed Balance: \$3,592,252

Account #: 210-3799-3177901-6051

Fund/Dept/Project – Description and Comments:

Electric CIP Fund / Substations Upgrades - This request relates to the purchase of steel structures for the Campbell Road Switch Station that will provide ONCOR Electric Delivery Company with a transmission power delivery point needed to serve load in its service territory, including the new Stream Data Center in Garland.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2018

Document Location: Page E10

Budget Director Approval: Ron Young

Approval Date: 01/07/2019

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 01/04/2019



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

3.a.

Meeting Date: 01/15/2019

Item Title: Z 18-47 MMA, Inc. (District 7)

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Zoning File No. Z 18-47, MMA, Inc. (District 7)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) 84-73 District and 2) an amended Concept Plan on a 4.683-acre tract of land zoned Planned Development (PD) 84-73 District for Neighborhood Office Uses and located at 4680 North Shiloh Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Notice of Conditions of Compliance Clause; a Savings Clause, and a Severability Clause; and providing an effective date.

Zoning Ordinance Z 18-47 MMA, Inc.

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Attachments

Z 18-47 Ordinance

Z 18-47 Exhibit A

Z 18-47 Exhibit B

Z 18-47 Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) AN AMENDMENT TO PLANNED DEVELOPMENT (PD) 84-73 DISTRICT AND 2) AN AMENDED CONCEPT PLAN ON A 4.683-ACRE TRACT OF LAND ZONED PLANNED DEVELOPMENT (PD) 84-73 DISTRICT FOR NEIGHBORHOOD OFFICE USES AND LOCATED AT 4680 NORTH SHILOH ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A NOTICE OF CONDITIONS OF COMPLIANCE CLAUSE; A SAVINGS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 10th day of December, 2018, the Plan Commission did consider and make recommendations on a certain request for approval of 1) an amendment to Planned Development (PD) 84-73 District and 2) an amended Concept Plan by **MMA, Inc.**; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the Garland Development Code 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

The Garland Development Code is hereby amended by approving 1) an amendment to Planned Development (PD) 84-73 District and 2) an amended Concept Plan on a 4.683-acre tract of land zoned Planned Development (PD) 84-73 District for Neighborhood Office Uses and located at 4680 North Shiloh 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

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

Section 4

NOTICE OF CONDITIONS OF COMPLIANCE: Notwithstanding the provisions of any other ordinance of the City, the full, complete, and continuing compliance with all the conditions, restrictions, and regulations of Exhibit B of this Ordinance is a condition to the issuance and continuation of any permit, approval, authorization or consent by the City, including without limitation the issuance or continuation of any certificate of occupancy for any building or structure located on any portion of the property described in Exhibit A. All promises, representations, obligations and undertakings made or assumed by the applicant to the City Council at any public presentation in connection with the granting of this Ordinance are hereby incorporated into and made a part of this Ordinance as if expressly set forth herein at length. No substantial deviation from any material portion of the conditions, restrictions, and regulations contained within Exhibit B of this Ordinance are allowed except as may be provided by the City Council after a public hearing.

Section 5

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6

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

Section 7

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

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 18-47

Being a 4.683 acre tract of land located in the Thomas Montgomery Survey, Abstract No. 962, in the City of Garland, Dallas County, Texas, being a portion of a called 35.11 acre tract of land as described in the Warranty Deed with Vendor's Lien to William F. Callejo, Trustee, filed for record in Volume 67197, Page 1530, Deed Records, Dallas County, Texas (DRDCT), said 4.683 acre tract of land being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the south right-of-way line of Arapaho Road, a variable width right-of-way, being the southeast corner of a called 19.8606 square feet tract of land as described in the Special Right-of-Way Deed to the City of Garland (Exhibit E), filed for record in Volume 87025, Page 4759, DRDCT, and being the northwest corner of a called 5.6308 acre tract of land as described in the Special Warranty Deed to Jain Society of North Texas, a Texas non-profit corporation, filed for record in Volume 97228, Page 883, DRDCT;

THENCE South 00 degrees 51 minutes 13 seconds East, along the west line of said called 5.6308 acre tract of land, at a distance of 721.68 feet, passing a 5/8 inch capped iron rod found stamped "JDJR" for the southernmost corner of said called 5.6308 acre tract of land, being on the

EXHIBIT A

northerly right-of-way line of a variable width public alley according to the Final Plat of Camelot No. 19, an addition to the City of Garland, Dallas County, Texas, recorded in Volume 92093, Page 4740, Map Records, Dallas County, Texas (MRDCT), and continuing in all a total distance of 754.33 feet, to a 5/8 inch iron rod found for the southeast corner of the herein described tract of land, being on said northerly right-of-way line;

THENCE South 88 degrees 59 minutes 55 seconds West, along said northerly right-of-way line, and along the north line of Lot 16, Block 1, said Camelot No. 19, at a distance of 44.14 feet (15.05 feet left - perpendicular), passing a 1/2 inch iron rod found for the northeast corner of Lot 15, said Block 1, at a distance of 87.50 feet (15.04 feet left - perpendicular), passing a 1/2 inch iron rod found on the north line of said Lot 15, and continuing in all a total a distance of 269.70 feet, to an "X" cut set in concrete on the east right-of-way line of North Shiloh Road, a 100' right-of-way at this point, same being the northwest corner of said Lot 16, same also being the southeast corner of a called 0.905 acre tract of land as described in the Right-of-Way Dedication to the City of Garland (Tract #3), filed for record in Volume 93114, Page 2695, DRDCT;

THENCE North 00 degrees 52 minutes 49 seconds West, along said east right-of-way line, a distance of 746.97 feet, to an "X" cut set in concrete at the south end of a right-of-way corner clip at the intersection of said North Shiloh Road and the aforementioned Arapaho Road, as described in the Special Right-of-Way Deed to the City of Garland

EXHIBIT A

(Exhibit D), filed for record in Volume 87025, Page 4759,
DRDCT;

THENCE North 44 degrees 13 minutes 00 seconds East, along
said right-of-way corner clip, a distance of 14.12 feet, to
an "X" cut set in concrete on the aforementioned south
right-of-way line of Arapaho Road;

THENCE North 89 degrees 20 minutes 23 seconds East, along
said south right-of-way line, a distance of 213.22 feet, to
a 1/2 inch iron rod found for the westernmost corner of the
aforementioned 19.8606 square feet tract of land, being at
the beginning of a non-tangent curve to the right having a
radius of 867.86 feet;

THENCE along said non-tangent curve to the right, and along
said south right-of-way line, in an easterly direction,
through a central angle of 03 degrees 05 minutes 35 seconds,
an arc length of 46.85 feet, and having a long chord which
bears South 89 degrees 23 minutes 05 seconds East, a chord
length of 46.84 feet, to the **POINT OF BEGINNING** and
containing 4.683 acres (204,009 square feet) of land, more
or less.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 18-47

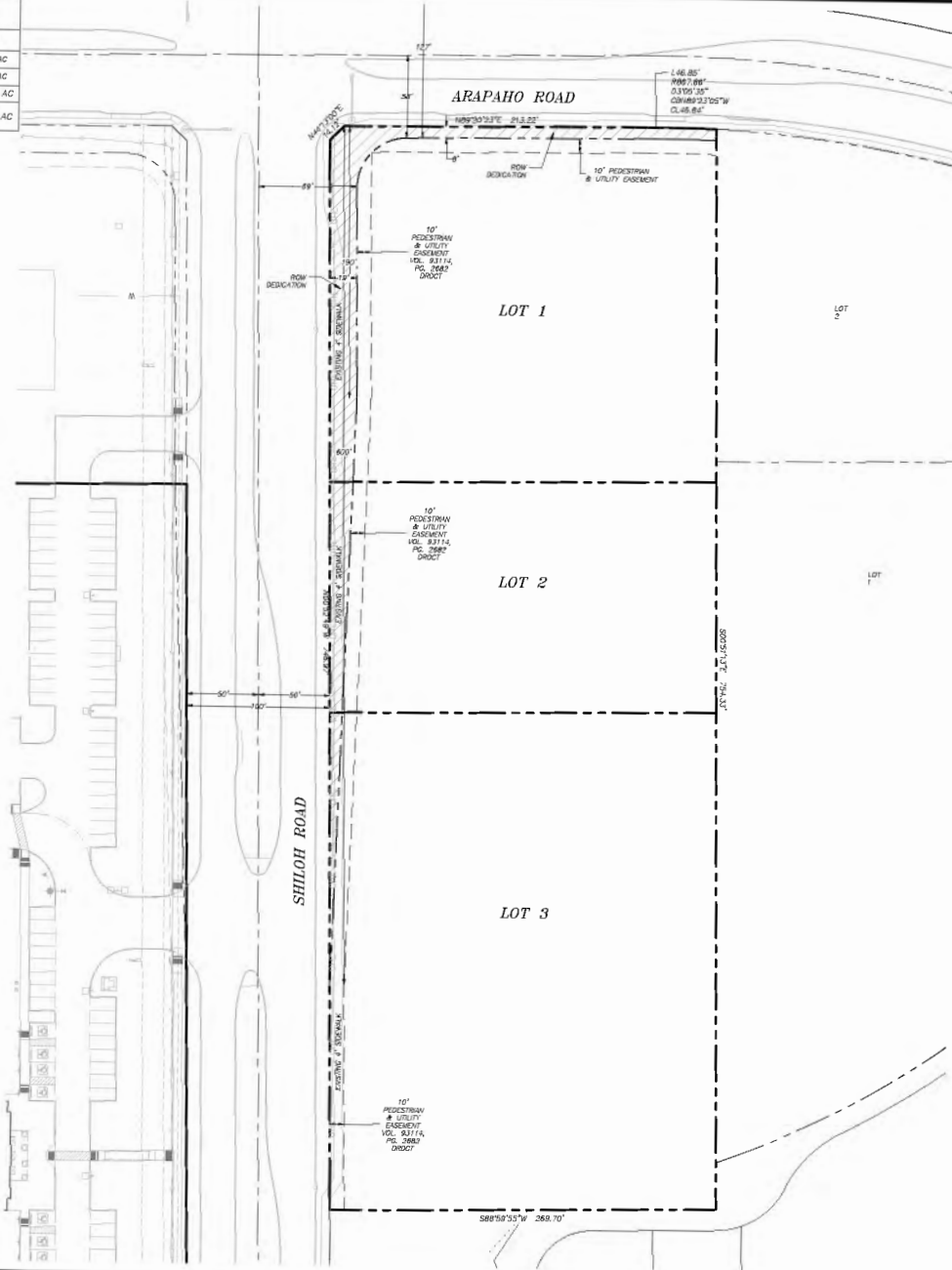
- I. Statement of Purpose:** The purpose of this Planned Development is to allow additional land uses and amend the Concept Plan on the subject property subject to conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance and Planned Development (PD) 84-73 District, except as specifically provided herein.
- III. General Regulations:** All regulations of the Neighborhood Office (NO) District as set forth in Chapter 2 of the Garland Development Code and Planned Development (PD) 84-73 District are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Concept Plan:** Exhibit C shall serve as the Concept Plan for subject property.
- V. Detail Plan:** Approval of a Detail Plan through a public hearing process is required prior to any development on any of the lots reflected on the Concept Plan.
- V. Specific Regulations:**
- A. Permitted Land Uses:** Only those land uses as permitted in the Neighborhood Office (NO) District are permitted. Additionally, the following land uses shall be permitted:
- Convenience Facility: Walk-Up Service(P)
 - Fuel Pumps, Retail(S)
 - Automated Teller Machine (ATM)-Drive-Up(P)
 - Learning Center, Specialized(P)
 - School, Business(P)
 - Health & Fitness Gym (indoor) (P)
 - Antique Shop (indoors only) (P)
 - Bakery, Retail(P)
 - Call Center(P)
 - Convenience Store (1,000-5,000sf) (P)

- Furniture, Household Furnishings and Appliance Sales/Rental (P)
- Grocery/Supermarket (>5,000sf) (P)
- Laundry, Drop-Off (with drive-through or window) (P)
- Laundry, Drop-Off (without drive-through or window) (P)
- Laundry, Self-Serve (Laundromat) (P)
- Personal Services (P)
- Pharmacy (with drive-through or window) (P)
- Pharmacy (without drive-through or window) (P)
- Restaurant (P)
- Restaurant, Drive-Through (S)
- Retail Store (P)
- Studio, Arts/Crafts (P)
- Automobile Repair, Minor (S)

(P) Denotes land use is allowed by right.

(S) Denotes land use is allowed only upon approval of a Specific Use Provision.

ROW DEDICATION			
LOT	AREA	DEDICATION	NET AREA
1	66,891 SF 1.54 AC	6,897 SF	60,034 SF 1.38 AC
2	43,446 SF 0.997 AC	2,014 SF	41,432 SF 0.95 AC
3	93,660 SF 2.15 AC	836 SF	92,824 SF 2.13 AC
TOTAL	203,997 SF 4.68 AC	7,247 SF	196,750 SF 4.51 AC



VICINITY MAP
NO SCALE

NAME
THE SHOPS ON SHILOH

CURRENT ZONING
PD 84-73

PROPOSED ZONING
PD 84-73 AMENDED

OWNER
GALLEJO-BOTELLO FOUNDATION A CHARITABLE TRUST
MR. LEROY BROOKS, SUCCESSOR TRUSTEE
4314 N. CENTRAL EXPRESSWAY
DALLAS, TX 75206

DEVELOPER
2014 REAL ESTATE, INC.
MR. PHILIP LAMARCA, CEO
3405 SPECTRUM BLVD.
RICHARDSON, TX 75082
phil@2014realestate.com

CIVIL ENGINEER / LANDSCAPE ARCHITECT
MMA INC.
519 E. BORDER STREET
ARLINGTON, TEXAS 76010
TEL: 817-469-1671
FAX: 817-374-8757
CONTACT: JACOB SUMPTER, AICP
jsm@mmainc.com

LEGAL DESCRIPTION
BEING A 4.683 ACRE TRACT OF LAND LOCATED IN THE THOMAS MONTGOMERY SURVEY, ABSTRACT NO. 962, IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS

THE SHOPS ON SHILOH
GARLAND, TEXAS
CONCEPT PLAN

mima
Map Information Management Associates, Inc.
Box 1000000, Suite 1000
518 East Border
Arlington, Texas 76010
817-469-1671
Fax: 817-374-8757
www.mmainc.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF THOMAS B. BROWN, PLA NO. 3231 ON 12/03/78 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PROJECT NUMBER: 2105-02-02
PROJECT MANAGER: J. SUMPTER
DRAWN BY: T. BROWN
CHECKED BY: S. COOPER
DATE: 10/23/2018

REV. DATE DESCRIPTION BY

CONCEPT PLAN

SHEET NO: 1
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**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

5.

Meeting Date: 01/15/2019

Item Title: Amendment No. 1 to the Project Specific Agreement with Dallas County for Shiloh Road from IH-635 to Kingsley Road

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

The City received bids for the Shiloh Road project from IH-635 to Kingsley Road with the low bid of \$23,658,910.00 being awarded. Dallas County previously agreed to participation funds for the project through a Project Specific Agreement (PSA). The bids came in higher than originally anticipated due to various scope changes to the contract necessary to properly construct the project. In addition, the overall prices were higher due to the complex constructability of the project. \$2,947,788.00 are included in Water and Wastewater improvements which Dallas County does not participate. This results in a total cost of \$20,711,122.00 eligible for Dallas County participation funds.

The City solicited Dallas County requesting additional funding participation and an Amendment to the PSA, re-establishing the new cost share amounts. Dallas County agreed to contribute additional funds of \$5,360,000.00 for a total Dallas County participation cost not to exceed of \$10,100,000.00 for the project. This amount includes \$50,000 for Dallas County's in-house delivery costs. The final cost share amounts are: Dallas County \$10,100,000.00 (42.7%) and City of Garland \$13,558,910.00 (57.3% including Utilities).

City Council considered this item at the January 7, 2019 Work Session.

Recommendation/Action Requested and Justification

Approve a Resolution authorizing the City Manager to execute Amendment No. 1 to the Project Specific Agreement with Dallas County for Shiloh Road from IH-635 to Kingsley Road.

Attachments

Amendment No. 1 to PSA
Shiloh Road Location Map

**FIRST AMENDMENT
TO THE PROJECT SPECIFIC AGREEMENT
Re: Shiloh Road MCIP Project 22005
Made Pursuant to Master Agreement Governing
Major Capital Improvement Projects**

This First Amendment to the Project Specific Agreement ("First Amendment") is entered into this _____ day of _____, 201__, to amend the Project Specific Agreement ("PSA") between the City of Garland, Texas ("City"), and the County of Dallas ("County") acting by and through their duly authorized representatives and officials, for the implementation of the Shiloh Road MCIP Project 22005 from IH-635 to Kingsley Road ("Project").

WHEREAS, pursuant to Dallas County Commissioners Court Order 2002-1376 dated July 30, 2002, the County, acting by and through the Dallas County Commissioners Court, and the City, entered into a Master Agreement ("prior Master Agreement") to jointly fund various street improvement projects.

WHEREAS, pursuant to Dallas County Commissioners Court Order 2012-1795 dated October 23, 2012, the County, acting by and through the Dallas County Commissioners Court, and the City, entered into a new Master Agreement ("Agreement") to jointly fund various street improvement projects.

WHEREAS, pursuant to Dallas County Commissioners Court Order No. 2010-2016 dated December 7, 2010, the County, acting by and through the Dallas County Commissioners Court, and the City, entered into a PSA for the implementation of the Shiloh Road MCIP Project 22005 from IH-635 to Kingsley Road.

WHEREAS, Chapter 791 of The Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects; and

NOW THEREFORE, this First Amendment is made by and entered into by the City and the County for the mutual consideration stated herein.

I. PURPOSE

City and County both mutually agree to amend said PSA in accordance with the terms of the existing Agreement, except as modified below.

II. AMENDED PROVISIONS

A. Article II—"Incorporated Documents" of the PSA shall be amended by deleting and replacing the following:

4. Current Cost Estimates and Funding Sources, as shown in Attachment "C-1", which is attached hereto and incorporated herein by reference.

B. Article IX. - "Funding" to the PSA shall be and is hereby revised in its entirety to read as follows:

1. County and City mutually agree to proportionately fund the Direct Project and Program costs as follows:
2. The total project costs are estimated to be Twenty Million, Two Hundred Thousand Dollars and no cents (\$20,200,000.00).
3. The City agrees to provide funding for the Project as indicated in Attachment "C-1" in the amount not to exceed Ten Million, One Hundred Thousand Dollars and no cents (\$10,100,000.00).
4. The City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by the County within thirty (30) days of notification by the County. The City will pay Project costs as invoiced by the County.
5. The County's total obligation to this Project is to provide funding as indicated in Attachment "C-1" in the amount not to exceed Ten Million, One Hundred Thousand Dollars and no cents (\$10,100,000.00), reduced by all County in-house delivery costs of the total project cost, which are estimated to be Fifty Thousand Dollars and no cents (\$50,000.00). Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
6. The Standard Basic Project Design for the Project is as defined in Attachment "A" of the PSA's Project Scoping Sheets, which is incorporated herein by reference. Such design shall be the Standard Basic Project Design for the Project and specifically does not include Project Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
7. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

C. Article X. - "Miscellaneous" of the PSA shall be amended by adding language to read as follows:

M. **No Joint Enterprise.** The City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise exists between the City and County.

III. EFFECT OF AMENDMENT

This First Amendment shall not change or waive any contractual provisions, clauses or conditions of the original PSA, unless otherwise provided for herein. In the event of any conflict between the original PSA and this First Amendment, this First Amendment to the PSA shall control. The original PSA, including any and all incorporated or referenced documents and any and all exhibits, attachments and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the PSA. All provisions of the PSA shall remain in full force and effect throughout the term of the PSA, as well as any duly authorized amendments or extensions, including this First

Amendment, with the exception of the amended provisions provided herein.

The County of Dallas, State of Texas, has executed this First Amendment pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 201__.

The City of Garland, State of Texas, has executed this First Amendment pursuant to duly authorized City Council Resolution No. _____ and passed on the _____ day of _____ 201__.

City of Garland

County of Dallas

By: _____

Clay Lewis Jenkins
Dallas County Judge

Date

Date

Approved as to Form*:

Faith Johnson
District Attorney

Jana Prigmore Ferguson
Assistant District Attorney

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

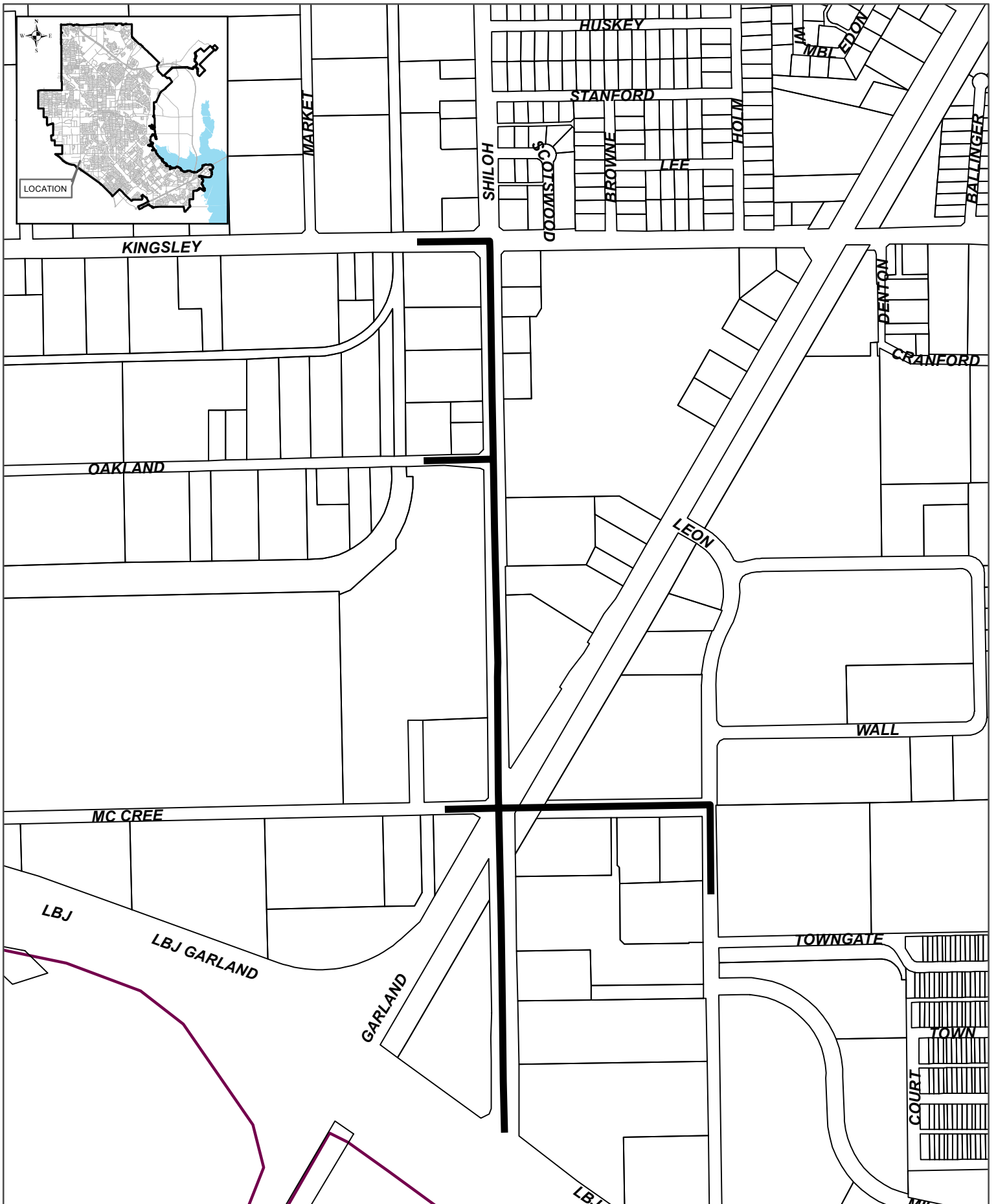
ATTACHMENT "C-1"

**Dallas County Capital Improvement Program
First Amendment to the Project Specific Agreement**

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Shiloh Road, MCIP 22005

Total Estimated Project Costs	
Construction & Dallas County IHPD	\$20,200,000.00
Total	\$20,200,000.00
Funding Sources	
Dallas County	\$10,050,000.00
Dallas County IHPD	\$ 50,000.00
City of Garland	\$10,100,000.00
Total	\$20,200,000.00



SHILOH RD
IH 635 TO KINGSLEY RD

Scale: NTS
Date: 6/20/2018
Drawn: JW

File: ShilohRd.mxd

Sheet
1
of
1

Not to Scale





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

4.

Meeting Date: 01/15/2019

Item Title: Funding Commitment for Active Transportation Application for North-South Bikeway Project

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

The City of Garland has an opportunity to receive federal funds through the North Central Texas Council of Governments (NCTCOG). The North South Bikeway which has been mostly implemented, needs an additional \$1,000,000 to complete two bridges: one near Centerville Road and one near IH 30 that would link the trail to Mesquite. Council has already authorized this funding, however these federal funds would replace this City funding and reduce the cost of the project to the City from \$1,000,000 to \$200,000.

On December 17, 2018, NCTCOG advertised their 2019 Transportation Alternatives Set-Aside Program Call for Projects for North Central Texas Region. This Call for Projects is specifically for bike and pedestrian path projects. There is over \$5,000,000 available funding with a minimum of \$150,000 per project to offset costs of qualified construction projects.

City staff has fully reviewed the application requirements. Based on the points being awarded for various requirement categories, Staff believes the North-South Bikeway project is a very strong candidate to be submitted for the 2019 Call for Projects. One application requirement the City must provide is a Certification of Local Match and Funding Commitment. The City is seeking approximately \$800,000 from NCTCOG with the City's commitment being \$200,000 matching funds.

City Council considered this item at the January 7, 2019 Work Session.

Recommendation/Action Requested and Justification

Approve a Resolution authorizing the City Manager to execute the Funding Commitment for City matching funds to be included with the City's application to receive federal funds through the 2019 Transportation Alternatives Set-Aside Program Call for Projects.

Attachments

Resolution

North-South Bikeway Location Map

RESOLUTION NO.

A RESOLUTION CERTIFYING FUNDING AND SUPPORT OF A REIMBURSEMENT APPLICATION FOR THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS ("NCTCOG") TRANSPORTATION SET-ASIDE PROGRAM TO RECEIVE FUNDING TO CONSTRUCT THE DUCK CREEK TRAIL CONNECTIONS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Regional Transportation Council ("RTC"), comprised primarily of local elected officials, is the regional transportation policy board associated with the NCTCOG and the regional forum for cooperative decisions on transportation;

WHEREAS, the RTC will award funding on June 13, 2019 for active transportation projects through the Transportation Alternatives Set-Aside Program Call for Projects;

WHEREAS, the City of Garland intends to submit a transportation alternatives project application for the Duck Creek Trail Connections Project to NCTCOG prior to the March 1, 2019 deadline; and

WHEREAS, the RTC requires the submittal of a resolution as part of the application submission;

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

Section 1

The City of Garland, Texas ("City"), supports the Duck Creek Trail Connections Project as applied for in the 2019 Transportation Alternatives Set-Aside Program Call for Projects application.

Section 2

The City will serve as the public sponsor and lead project contact on this project. The City of Garland, TX agrees to designate a single point of contact for the project.

Section 3

The City commits to fund or pass through funds from other sources for a minimum local cash match of 20% of the total

project cost.

Section 4

The City confirms that the City of Garland, TX, not the Regional Transportation Council, will be responsible for any cost overruns.

Section 5

The City understands and acknowledges that all awarded funding is provided on a reimbursement basis.

Section 6

The City confirms that the project timeline is realistic and commits that if the project is selected for funding, an agreement will be executed within one year of selection and the project will advance to construction within three years from the date of selection.

Section 7

The City confirms that Duck Creek Trail Connections project is included in the City adopted Thoroughfare Plan and Bike Plan (Non-Motorized Transportation Plan) on June 16, 2015.

The project provides inter-jurisdictional connections to neighboring cities. The project has the support of City of Mesquite, TX.

Section 8

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

PASSED AND APPROVED this the _____ day of _____, 2018.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

6.

Meeting Date: 01/15/2019

Item Title: Development Agreement with Creek Valley Lot Venture, Ltd for Creek Valley No. 2
Ph. 1 Subdivision

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

On September 7, 2017, the City Council passed Ordinance No.6930, approving a Planned Development District for single-family detached uses with alley waiver on an 11.726 acre tract of land, generally located at the northerly intersection of Centerville Road and Country Club Road. This development is defined by 44 residential lots and 4 common area lots, three proposed internal public streets, and green/open-space with pedestrian amenities.

In order to optimize the residential lot layout and create a more efficient use of the land, the Developer approached the City requesting the abandonment of a portion of Trickling Creek Drive right-of-way and a 15-foot wide utility easement previously dedicated with Creek Valley Addition No. 1.

City Council considered this item at the January 7, 2019 Work Session.

Recommendation/Action Requested and Justification

Approve a Resolution authorizing the City Manager to execute the Development Agreement with Creek Valley Lot Venture, Ltd. for Creek Valley No. 2, Ph. 1 Subdivision.

Attachments

Development Agreement
Creek Valley Location Map

**DEVELOPMENT AGREEMENT BETWEEN
SKORBURG RETAIL CORPORATION AND THE CITY OF GARLAND, TEXAS**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed effective as of _____, 2018, by and between CREEK VALLEY LOT VENTURE, LTD., a Texas limited partnership ("Developer") and the CITY OF GARLAND, TEXAS, a home-rule municipality ("City") (collectively, "Parties").

RECITALS:

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement:

WHEREAS, Developer is the owner of that certain tract of land situated in the City of Garland, Dallas County, Texas, consisting of 11.726 ± acres in the Samuel Lockhart Survey, Abstract No. 823, City of Garland, Dallas County, Texas, as more particularly described in Exhibit C, attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, City is the owner of that certain public right-of-way, and a certain existing public 15-foot wide utility easement, generally located adjacent to the intersection of Babbling Brook Drive and Trickling Creek Drive, City of Garland, Dallas County, which are more particularly described in Exhibit "A" ("ROW") and Exhibit "B" ("Utility Easement") (collectively, "ROW and Easement");

WHEREAS, the ROW and Easement are located within and make up a portion of the Property;

WHEREAS, Developer has submitted a working plat and engineering plans for the development of 44 residential lots on the Property in the subdivision to be known as Creek Valley Addition No. 2, Phase 1 ("Development"), which for the enhancement and benefit of the Development and the City necessitates (1) the abandonment by the City of the ROW and Easement, , and (2) the construction and completion of certain public right-of-way improvements by Developer, including but not limited to the relocation of sanitary sewer utilities from the existing Utility Easement to another location upon, or within, the Property, as approved by the City (collectively, "Public Improvements");

WHEREAS, Developer and the City now desire to enter into this Agreement for the purposes of Developer constructing certain public improvements and the City abandoning the ROW and the Easement Area, which are necessary for the completion of the Development in accordance with the working plat and engineering plans;

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

A. Definitions.

1. "Abandonment Area" means the collective area of public property that is to be abandoned by the City, comprising of the ROW and Easement Area.
2. "Agreement" is defined in the recitals.
3. "Public Improvements" is defined in the recitals.
4. "City" is defined in the recitals.
5. "City Requirements" mean ordinances, resolutions, rules, regulations, directives, and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City. The City Requirements, as applied to the Public Improvements, includes, but are not limited to, maintenance bonds.
6. "Developer" is defined in the recitals.
7. "Development" is defined in the recitals.
8. "Party" and "Parties" are defined in the introductory paragraph.
9. "Property" is defined in the recitals.
10. "Public Improvements" is defined in the recitals.
11. "ROW" is defined in the recitals, and more particularly described in attached Exhibit "A", which is incorporated herein by reference for all purposes.
12. "ROW and Easement" is defined in the recitals.
13. "Utility Easement" is defined in the recitals, and more particularly described in attached Exhibit "B", which is incorporated herein by reference for all purposes.

B. Developer's Obligations.

1. **Abandonment of Right-of-way and Easement Area.** Parties acknowledge that the Development necessitates the partial abandonment of public right-of-way and a public easement. Developer agrees to perform, or cause to be performed, the following:

a. **ROW.**

- i. In exchange for the abandonment of the right-of-way, Developer will plat the Property and dedicate such right-of-way and public easements on the plat reasonably necessary to serve the Development.
 - ii. Developer shall secure written authorization from all utility companies that currently have utility facilities located within the ROW to relocate any facilities impacted by the Development, as well as secure written consent to the new facility location, in accordance with all City Requirements. Further, Developer is solely responsible for all costs and expenses associated with any additional easements necessary for the relocation of existing utility facilities.
 - iii. **DEVELOPER 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 RELATED TO THE SALE OR CONVEYANCE OF THE "ROW AND EASEMENT" OR THE RELOCATION OF ANY UTILITIES.**
- b. In exchange for the abandonment of the ROW and Easement Area, Developer will plat the Property and dedicate such public easements on the plat reasonably necessary to serve the Development.
- c. Developer agrees to provide, at its sole cost and expense, the legal descriptions and exhibits, including any and all County Clerk filing and recording fees, for all conveyance instruments.
- d. Developer agrees to accept all conveyances of abandoned public property, of whatever nature, as-is, where-is, without any warranty, express or implied, subject to:
- i. Any and all visible and apparent easements and encroachments, whether of record or not;
 - ii. Any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Abandonment Area or any part thereof.

2. **Public Improvements.**

- a. As a part of (i) its consideration to induce the City into abandoning the ROW and Easement, (ii) benefiting and enhancing the Development, and (iii) paying its proportional share of the costs associated with the Development's burden and impact on public services, Developer agrees to construct and complete, or cause to be constructed and completed, at its sole cost and expense, the Public Improvements, including but not limited to the relocation of any and all utility facilities, which are more particularly described and detailed in Exhibit D, attached hereto and incorporated herein by reference, attached hereto and incorporated herein by reference.
- b. Developer acknowledges that the City has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by City, become public property, are properly constructed and paid for in accordance with all City Requirements.
- c. Developer shall construct, or cause to be constructed, the Public Improvements in accordance with the Preliminary and Final plats, engineering plans, design and construction documents, and all City Requirements.
- d. Developer shall perform, or cause to be performed, all work on the Public Improvements in a good and workmanlike manner and to the reasonable satisfaction of the City. The Director of Engineering of the City shall decide all questions, which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the approved construction documents submitted to the City on behalf of the Developer and all City Requirements.
- e. Notwithstanding any provision contained herein to the contrary, City shall not be responsible for any costs or expenses that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Public Improvements that are to be constructed as a part of the Development or this Agreement.

C. City's Obligations

1. Upon review and approval of the preliminary plat of Creek Valley Addition No. 2, Phase 1, by the Plan Commission of the City of Garland, the City agrees to convey the ROW to Developer, as-is where-is with no warranties.
2. City agrees to convey the Sanitary Sewer Easement to Developer, as-is where-is with no warranties, upon, (a) relocation of existing utilities within the Utility Easement to the location approved by the City upon and within the Property, and (b) the Engineering Department of the City issuing a conditional letter of acceptance of the newly constructed sanitary sewer improvements, which shall not be unreasonably withheld, for the respective Public Improvements. The City shall

issue the letter of acceptance once it determines that the Public Improvements (or portion thereof), including any necessary relocation of utilities, are sufficiently complete so that the public may safely and lawfully occupy or use the improvements or infrastructure.

3. Parties agree that in the event that construction of the Public Improvements has not been completed and accepted by the City within 2 years of the effective date of this Agreement then the Developer shall be in material default of this Agreement. If such as default occurs, Developer agrees to convey the abandoned ROW and Easement back to the City within 60 days of the City sending Developer written notice of the default.
- D. Section 2270 Verification. Pursuant to Section 2270 of the Texas Government Code, Developer hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- E. 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.
- F. Waiver. Either the City or Developer 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.
- G. Assignment. This Agreement may not otherwise be assigned by Developer without the City Manager's written consent which shall not be unreasonably withheld. This Agreement may be assigned by Developer without the consent of the City to an entity in which Richard M. Skorborg is an officer, member or partner.
- H. 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.
- I. 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.

- J. 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.
- K. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- L. 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.
- M. 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.
- N. 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:
1. 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
 2. 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.

- O. 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. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer 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.
- P. 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 except for Developer to enforce the terms of this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions. The Parties acknowledge that this Agreement is a contract for goods or services and subject to the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code.
- Q. Survival. All indemnity provisions of this Agreement shall survive termination or expiration of this Agreement for a period of 3 years and one day.
- R. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is executed by the City Manager, or his designee, of the City of Garland.
- S. Term. The term of this Agreement shall begin on the Effective Date and expire upon the date the City issues the final letter of acceptance for all completed Public Improvements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2017.

THE CITY OF GARLAND, a Texas home-rule municipality

By: _____
Name: _____
Title: _____

CREEK VALLEY LOT VENTURE, LTD.,
a Texas Limited Partnership
By: CREEK VALLEY LOT VENTURE GP CORPORATION
A Texas Corporation, Its General Partner

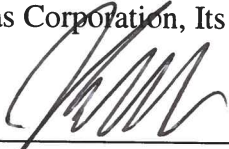
By:  _____
John Arnold, Director

EXHIBIT "A"
RIGHT-OF-WAY ABANDONMENT
217 SQUARE FEET (0.0050 ACRE)
TRICKLING CREEK DRIVE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING A 217 SQUARE FOOT (0.0050 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NUMBER 823, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING A PORTION OF TRICKLING CREEK DRIVE (50-FOOT PUBLIC RIGHT-OF-WAY) DEDICATED BY CREEK VALLEY ADDITION, NO. 1, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2004079, PAGE 129, DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.); SAID 217 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF GRASSY RIDGE TRAIL (50-FOOT PUBLIC RIGHT-OF-WAY), WITH THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE, AND BEING THE MOST NORTHERLY NORTHWEST CORNER OF A CALLED 11.721 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CREEK VALLEY LOT VENTURE, LTD., RECORDED IN INSTRUMENT NUMBER 201700257600, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR AN ANGLE POINT IN THE NORTH LINE OF SAID 11.721 ACRE TRACT OF LAND, BEARS NORTH 89°38'20" EAST, A DISTANCE OF 457.65 FEET;

THENCE SOUTH 38°05'22" WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 18.66 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE SOUTH END OF SAID CORNER CLIP, AND BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT WHICH BEARS NORTH 75°50'30" EAST, A DISTANCE OF 615.00 FEET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE THE FOLLOWING CALLS:

SOUTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°52'16" FOR AN ARC LENGTH OF 224.03 FEET, A CHORD BEARING OF SOUTH 24°35'38" EAST AND A CHORD DISTANCE OF 222.79 FEET TO THE **POINT OF BEGINNING**;

SOUTH 63°02'41" EAST, A DISTANCE OF 26.65 FEET TO A POINT FOR CORNER;

SOUTH 08°39'39" WEST, A DISTANCE OF 16.64 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS POINT WHICH BEARS NORTH 51°39'21" EAST, A DISTANCE OF 615.00 FEET;

THENCE OVER AND ACROSS SAID TRICKLING CREEK DRIVE, NORTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°18'53" FOR AN ARC LENGTH OF 35.58 FEET, A CHORD BEARING OF NORTH 36°41'12" WEST AND A CHORD DISTANCE OF 35.57 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 217 SQUARE FEET OR 0.0050 ACRES OF LAND.

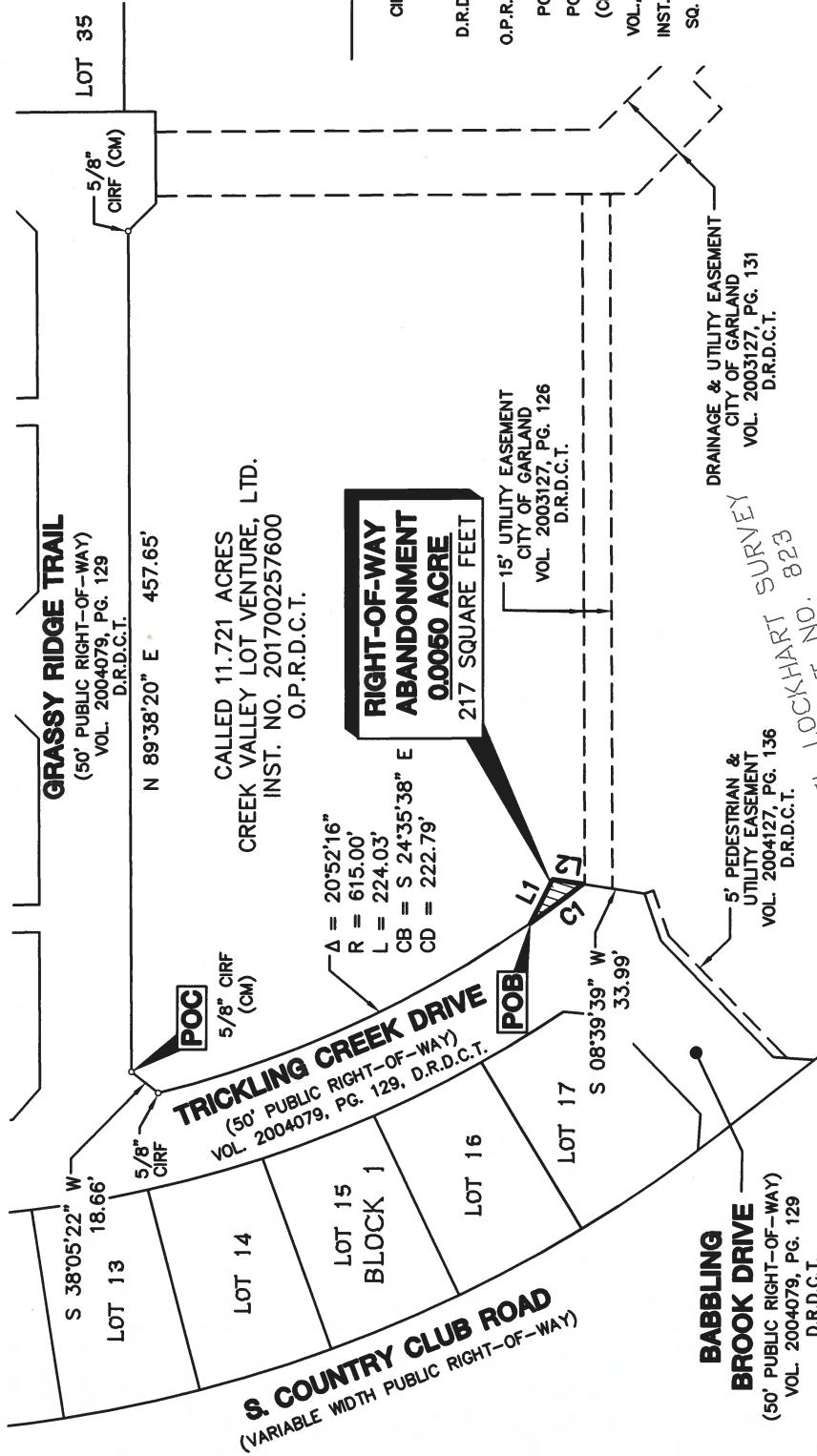
NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.



CREEK VALLEY ADDITION, NO.1
VOL. 2004079, PG. 129
D.R.D.C.T.



LEGEND

- CIRF 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND (UNLESS OTHERWISE NOTED)
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- (CM) CONTROLLING MONUMENT
- VOL., PG. VOLUME, PAGE
- INST. NO. INSTRUMENT NUMBER
- SQ. FT. SQUARE FEET

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 63°02'41" E	26.65'
L2	S 08°39'39" W	16.64'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH
C1	35.58'	615.00'	318°53"	35.57'
				N 36°41'12" W



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Dallas, Texas 75251
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EXHIBIT "A"

**RIGHT-OF-WAY ABANDONMENT
27 SQUARE FEET (0.0050 ACRE)
TRICKLING CREEK DRIVE
CITY OF GARLAND, DALLAS COUNTY, TEXAS**

NOTES:

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.
BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.

MICHAEL J. MURPHY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5724

EXHIBIT "B"
15-FOOT WIDE UTILITY EASEMENT ABANDONMENT
5,656 SQUARE FEET (0.1299 ACRE)
CREEK VALLEY LOT VENTURE, LTD.
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING A 5,656 SQUARE FOOT (0.1299 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NUMBER 823, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 15-FOOT UTILITY EASEMENT CONVEYED TO THE CITY OF GARLAND, RECORDED IN VOLUME 2003127, PAGE 126, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING A PORTION OF A CALLED 11.721 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CREEK VALLEY LOT VENTURE, LTD., RECORDED IN INSTRUMENT NUMBER 201700257600, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.); SAID 5,656 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF GRASSY RIDGE TRAIL (50-FOOT PUBLIC RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF TRICKLING CREEK DRIVE (50-FOOT PUBLIC RIGHT-OF-WAY), AND BEING IN THE MOST NORTHERLY NORTHWEST CORNER OF SAID 11.721 ACRE TRACT OF LAND, AND FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR AN ANGLE POINT IN THE NORTH LINE OF SAID 11.721 ACRE TRACT OF LAND, BEARS NORTH 89°38'20" EAST, A DISTANCE OF 457.65 FEET;

THENCE SOUTH 38°05'22" WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 18.66 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE SOUTH END OF SAID CORNER CLIP, AND BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT WHICH BEARS NORTH 75°50'30" EAST, A DISTANCE OF 615.00 FEET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE THE FOLLOWING CALLS:

SOUTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°52'16" FOR AN ARC LENGTH OF 224.03 FEET, A CHORD BEARING OF SOUTH 24°35'38" EAST AND A CHORD DISTANCE OF 222.79 FEET TO A POINT;

SOUTH 63°02'41" EAST, A DISTANCE OF 26.65 FEET TO A POINT;

SOUTH 08°39'39" WEST, A DISTANCE OF 17.72 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE, OVER AND ACROSS SAID 11.721 ACRE TRACT OF LAND THE FOLLOWING CALLS:

NORTH 89°38'19" EAST, A DISTANCE OF 375.90 FEET TO A POINT FOR CORNER;

SOUTH 00°21'40" EAST, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

SOUTH 89°38'19" WEST, A DISTANCE OF 378.29 FEET TO A POINT FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE;

THENCE NORTH 08°39'39" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE A DISTANCE OF 15.19 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 5,656 SQUARE FEET OR 0.1299 ACRES OF LAND.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.



CREEK VALLEY ADDITION, NO.1
VOL. 2004079, PG. 129
D.R.D.C.T.

GRASSY RIDGE TRAIL
(50' PUBLIC RIGHT-OF-WAY)
VOL. 2004079, PG. 129
D.R.D.C.T.

5/8" CIRF (CM)
N 89°38'20" E 457.65'
CALLED 11.721 ACRES
CREEK VALLEY LOT VENTURE, LTD.
INST. NO. 201700257600
O.P.R.D.C.T.

Δ = 20°52'16"
R = 615.00'
L = 224.03'
CB = S 24°35'38" E
CD = 222.79'

**15-FOOT UTILITY EASEMENT
ABANDONMENT
0.1299 ACRE
5,656 SQUARE FEET**

S. COUNTRY CLUB ROAD
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

**BABBLING
BROOK DRIVE**
(50' PUBLIC RIGHT-OF-WAY)
VOL. 2004079, PG. 129
D.R.D.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 00°21'40" E	15.00'
L2	N 08°39'39" E	15.19'

SAMUEL LOCKHART SURVEY
ABSTRACT NO. 823

5' PEDESTRIAN &
UTILITY EASEMENT
VOL. 2004127, PG. 136
D.R.D.C.T.

DRAINAGE & UTILITY EASEMENT
CITY OF GARLAND
VOL. 2003127, PG. 131
D.R.D.C.T.

S 89°38'19" W 378.29'
N 89°38'19" E 375.90'
S 08°39'39" W 17.72'
S 63°02'41" E 26.65'

5/8" CIRF (CM)

LOT 35



1" = 100'

LEGEND

- 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND (UNLESS OTHERWISE NOTED)
- DEED RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T.
- O.P.R.D.C.T.
- POINT OF BEGINNING
- POINT OF COMMENCING
- CONTROLLING MONUMENT
- VOL., PG.
- VOLUME, PAGE
- INST. NO.
- SQ. FT.



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EXHIBIT "B"

**15-FOOT WIDE UTILITY
EASEMENT ABANDONMENT
6,666 SQUARE FEET (0.1299 ACRE)
CREEK VALLEY LOT VENTURE, LTD.
CITY OF GARLAND, DALLAS COUNTY, TEXAS**

NOTES:

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.
BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.



MICHAEL J. MURPHY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5724

EXHIBIT "C"

BEING A 11.726 ACRE TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NUMBER 823, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING ALL OF THAT CALLED 11.721 ACRE TRACT OF LAND DESCRIBED BY GENERAL WARRANTY DEED TO CREEK VALLEY LOT VENTURE, LTD., RECORDED IN INSTRUMENT NUMBER 201700257600, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), SAID 510,765 SQUARE FOOT TRACT OF LAND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A CUT "X" FOUND FOR THE SOUTHEAST CORNER HEREOF, BEING IN THE NORTH RIGHT-OF-WAY LINE OF CENTERVILLE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH THE SOUTHWEST CORNER OF LOT 24, BLOCK 4, COUNTRY CLUB MEADOWS, AN ADDITION TO THE CITY OF GARLAND, RECORDED IN VOLUME 77134, PAGE 820 OF THE DEED RECORDS OF DALLAS COUNTY TEXAS (D.R.D.C.T.), BEARS NORTH 34°39'29" WEST, A DISTANCE OF 10.14 FEET;

THENCE WITH THE SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING:

SOUTH 45°39'45" WEST, A DISTANCE OF 399.19 FEET, TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 89°50'45" WEST, A DISTANCE OF 14.35 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

SOUTH 45°39'45" WEST, A DISTANCE OF 172.90 FEET, TO A CUT "X" SET FOR CORNER AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 38° 07'28" WEST, WITH SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 717.58 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER AT THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF BABBLING BROOK DRIVE (A 50 FOOT RIGHT-OF-WAY), AND BEING THE MOST SOUTHERLY CORNER OF CREEK VALLEY ADDITION, NO. 1, AN ADDITION TO THE CITY OF GARLAND RECORDED IN VOLUME 2004079, PAGE 129 D.R.D.C.T.;

THENCE WITH THE SOUTH LINE OF SAID CREEK VALLEY ADDITION THE FOLLOWING:

NORTH 03°44'36" EAST, A DISTANCE OF 22.34 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 45°36'27" EAST, A DISTANCE OF 88.37 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 70°51'41" EAST, A DISTANCE OF 27.13 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 08°39'39" EAST A DISTANCE OF 33.99 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 615.00 FEET;

NORTHWESTERLY WITH SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24°11'09" FOR AN ARC LENGTH OF 259.61 FEET, A CHORD BEARING OF NORTH 26°15'04" WEST AND A CHORD DISTANCE OF 257.68 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 38°05'22" EAST, A DISTANCE OF 18.66 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP

STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 89°38'20" EAST, A DISTANCE OF 457.65 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

SOUTH 45°21'40" EAST, A DISTANCE OF 21.21 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 89°38'20" EAST, A DISTANCE OF 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 00°21'40" WEST, A DISTANCE OF 17.02 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 89°38'19" EAST, A DISTANCE OF 114.31 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER IN THE WEST LINE OF THE AFOREMENTIONED COUNTRY CLUB MEADOWS ADDITION;

THENCE WITH THE WEST LINE OF SAID COUNTRY CLUB MEADOWS ADDITION THE FOLLOWING:

SOUTH 00°35'14" EAST, A DISTANCE OF 69.52 FEET, TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 17°44'35" EAST, A DISTANCE OF 193.02 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

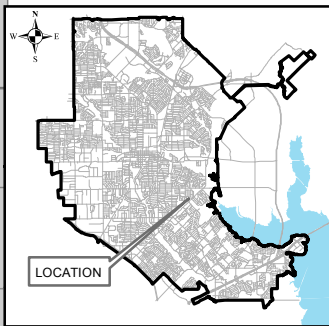
SOUTH 23°18'29" EAST, A DISTANCE OF 96.67 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

SOUTH 34°39'29" EAST, A DISTANCE OF 244.29 FEET, TO THE POINT OF BEGINNING CONTAINING A COMPUTED AREA OF 510,765 SQUARE FEET, OR 11.726 ACRES OF LAND MORE OR LESS.

EXHIBIT "D"

PUBLIC IMPROVEMENTS

Item	Description	Quantity	Unit
1	Cut & Plug Ex 8" Sanitary Sewer Line	1	Ea.
2	Remove Existing 8" Sanitary Sewer Line	225	L.F.
3	Install 8" SDR-26, PVSC Sewer Line	430	L.F.
4	Install 4' Diameter SSMH Over Ex 8" SS	1	Ea.
5	Install 4' Diameter Standard Manhole	1	Ea.
6	Connect to Existing SSMH	1	Ea.



RIVER CANYON LN

HOLLOW WY

GRASSY RIDGE TRL

COUNTRY VALLEY RD

ROW ABANDONMENT

EASEMENT ABANDONMENT

TRICKLING CREEK DR
BABBLING BROOK DR

COUNTRY CLUB RD

BRENTWOOD DR

CENTERVILLE RD





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

7.

Meeting Date: 01/15/2019

Item Title: Presentation of 2019 Proposed CIP

Submitted By: Ron Young, Budget Director

Summary of Request/Problem

The City Manager will formally present the 2019 Proposed Capital Improvement Program (CIP) for the City Council's review and deliberation.

Recommendation/Action Requested and Justification

Receive the 2019 Proposed CIP and call for a Public Hearing to be held on Tuesday, February 5, and Tuesday, February 19, 2019, at 7:00 P.M., in the City Council Chambers.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

8.

Meeting Date: 01/15/2019

Item Title: Proposed 2019 Bond Program

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Council will hold a public hearing to obtain comments on the proposed 2019 Bond Program.

Recommendation/Action Requested and Justification

Hold a public hearing to obtain comments on the proposed 2019 Bond Program.



GARLAND

City Council Regular Session Agenda

Meeting Date: 01/15/2019

Item Title: Boards and Commissions

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

Mayor Lori Barnett Dodson

- Don Koerner - Parks and Recreation Board
-

Attachments

Don Koerner



GARLAND

TEXAS MADE HERE

CITY RECEIVED
DEC 18 2018
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

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

Please Type or Print Clearly:

Date: 12/13/2018

Name: Don Koerner

Phone: [REDACTED]

(Home)

Address: 7121 Wills Drive

Phone: [REDACTED]

(Other)

City, State, Zip: Garland TX 75043

Email: [REDACTED]

Resident of Garland for 35 years

Resident of Texas for 37 years

Dallas County Voter Registration Number 1 [REDACTED] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☒ No

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

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

Been involved with youth football, baseball, and Basketball in Garland for 27 years.

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

no

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

See above. I am a member of the Garland Kiwanis Club. GPYP founder, K Kids.

What is your educational background?

HS Graduate, Texas Police Officers License, Over 800 hours of TCOLE training.

What is your occupational experience?

I have been a policeman working with kids for 36 years, instructing on Drug awareness and gangs.

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

Don Koerner

Board or Commission of first, second, and third choice:

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

* Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due
Past Due

Date Appointed

Appointed By

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒

Courtney Vanover 12/18/18

Date Notified

Disclosure Form Filed

Revised 03/2017