

**TOWN OF SUNNYVALE  
TOWN COUNCIL MEETING**

**May 23, 2011  
7:00 PM**

**Special Meeting  
6:00 PM**



**REVISED AGENDA  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIALLY CALLED MEETING  
MAY 23, 2011  
6:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS WILL CONDUCT A SPECIALLY CALLED MEETING ON MAY 23, 2011 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041, 551.071 AND 551.087. ITEMS TO BE DISCUSSED:

- **CALL MEETING TO ORDER**
  
- **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION; 551.087 - COMMERCIAL OR FINANCIAL INFORMATION**

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**EXECUTIVE SESSION AGENDA:**

- 1. LITIGATION - DEWS VS TOWN OF SUNNYVALE**
  
  - 2. LITIGATION - VULCAN LANDS, LLC VS TOWN OF SUNNYVALE**
  
  - 3. TO DISCUSS AND DELIBERATE COMMERCIAL OR FINANCIAL INFORMATION FROM A POTENTIAL BUSINESS PROSPECT THAT THE TOWN COUNCIL IS SEEKING TO LOCATE OR EXPAND IN THE TOWN; TO DELIBERATE THE OFFER OF FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT GENERALLY LOCATED WITHIN THE SUNNYVALE AT THE SOUTH EASE CORNER OF S. COLLINS ROAD AND U.S. HIGHWAY 80.**
- **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**
  
  - **ADJOURN**

*ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING. MEMBERS OF THE PUBLIC ARE REQUESTED TO LIMIT THEIR COMMENTS, WHETHER AT THE PUBLIC FORUM OR DURING A PUBLIC HEARING, TO NO MORE THAN FIVE (5) MINUTES.*

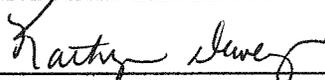
*THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND*

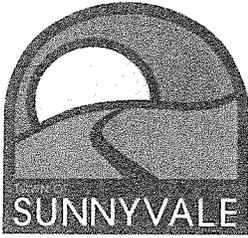
DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.086 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON THIS THE 20TH DAY OF MAY 2011 IN THE FOLLOWING LOCATIONS

TOWN HALL AT 127 N. COLLINS ROAD                      SUNNYVALE ISD 417 E. TRIPP ROAD  
SUNNYVALE LIBRARY AT 402 TOWER PLACE

  
\_\_\_\_\_  
KATHRYN DEWEY, TOWN SECRETARY



**AGENDA  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
MAY 23, 2011  
7:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS WILL CONDUCT A REGULAR MEETING ON MAY 23, 2011 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041. ITEMS TO BE DISCUSSED:

- **CALL TOWN COUNCIL MEETING TO ORDER**

- **INVOCATION**

- **PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

(ALL ITEMS ON THE CONSENT AGENDA ARE ROUTINE ITEMS AND MAY BE APPROVED WITH ONE MOTION; SHOULD ANY MEMBER OF THE TOWN COUNCIL OR ANY INDIVIDUAL WISH TO DISCUSS ANY ITEM, SAID ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY MOTION OF THE TOWN COUNCIL)

- A. APPROVAL OF MINUTES - SPECIAL MEETING 04-18-11
- B. APPROVAL OF MINUTES - REGULAR MEETING 04-18-11
- C. APPROVAL OF MINUTES - SPECIAL MEETING 05-09-11
- D. APPROVAL OF MINUTES - REGULAR MEETING 05-09-11

**2. CANVASS 2011 TOWN OFFICER'S ELECTION**

**3. ADOPTION OF RESOLUTION 11-10 DECLARING THE RESULTS OF MAY 14, 2011 TOWN OFFICER'S ELECTION**

**4. ADMINISTER OATH OF OFFICE TO NEWLY ELECTED COUNCILMEMBERS**

- **PUBLIC FORUM**

(CITIZENS MAY SPEAK ON ANY MATTER OTHER THAN PERSONNEL MATTER OR MATTERS UNDER LITIGATION. NO TOWN COUNCIL ACTIONS OR DISCUSSION WILL BE TAKEN UNTIL SUCH MATTER IS PLACED ON THE AGENDA AND POSTED IN ACCORDANCE WITH LAW.)

• **PUBLIC HEARING**

OPEN OR CONTINUE PUBLIC HEARING, CONSIDER TESTIMONY AND OTHER INFORMATION PROVIDED, CLOSE PUBLIC HEARING, AND TAKE NECESSARY ACTION WITH RESPECT TO THE FOLLOWING:

5. CONSIDER APPROVAL OF ORDINANCE NO. 532, AN ORDINANCE AMENDING ZONING ORDINANCE NO 324, DULY PASSED BY THE TOWN COUNCIL ON JANUARY 31, 2000; AS AMENDED BY ORDINANCE NOS. 324, 332, 338, AND 339; AND AS AMENDED FROM TIME TO TIME; SO AS TO CHANGE THE TOWN'S COMPREHENSIVE PLAN AND LAND USE DIAGRAM FROM URBAN DENSITY RESIDENTIAL (UDR) TO COMMERCIAL (C) AND INDUSTRIAL (I) AND THE TOWN'S OFFICIAL ZONING MAP FROM ATTACHED HOUSING COMMERCIAL (AHC) TO HIGHWAY COMMERCIAL (HC) AND INDUSTRIAL (I) ON A PORTION OF THAT CERTAIN PROPERTY LYING WITHIN THE TRINITY COLWELL SURVEY, ABSTRACT NO 335, CONSISTING OF 17.25 ACRES MORE OR LESS, IN THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS AND LOCATED GENERALLY ON THE WEST SIDE OF PLANTERS ROAD, APPROXIMATELY 1,000 FEET SOUTH OF U.S. HIGHWAY 80, AS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS HEREIN; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

6. CONSIDER APPROVAL OF ORDINANCE NO. 533, AN ORDINANCE AMENDING ZONING ORDINANCE NO 324 DULY PASSED BY THE TOWN COUNCIL ON JANUARY 31,200; AS AMENDED BY ORDINANCE NOS. 324,332,338 AND 339; AS AMENDED FROM TIME TO TIME; SO AS TO CHANGE THE TOWN'S ZONING MAP FROM AGRICULTURAL RESIDENTIAL (AR) TO SINGLE FAMILY-2 (SF-2) ON A PORTION OF THAT CERTAIN PROPERTY LYING WITHIN THE WILLIAM ROWE SURVEY, ABSTRACT 1236 CONSISTING OF 6.000 ACRES IN THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS AND LOCATED GENERALLY ON THE EAST SIDE OF COLLINS ROAD APPROXIMATELY 2646 FEET FROM THE INTERSECTION CENTERLINE OF COLLINS ROAD AND THE CENTERLINE OF BARNES BRIDGE ROAD ALSO RECOGNIZED AS 514 N. COLLINS ROAD PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

7. APPLICATION FOR FINAL PLAT

APPLICANT: TOMMY SATTERFIELD  
AT OR ABOUT: 618 US HWY 80 E  
REQUEST: O'CAMPO PLAZA

8. APPLICATION FOR PRELIMINARY PLAT AND SITE PLAN

APPLICANT: SETH KELLY  
AT OR ABOUT: 330 TOWN EAST BLVD  
REQUEST: ROBERTSON MEDICAL

• **DISCUSSION/ACTION ITEMS**

9. CONSIDER APPROVAL OF RESOLUTION 11-11, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY, TEXAS CONCERNING PROPERTY TAX COLLECTION FOR THE TOWN OF SUNNYVALE, TEXAS

10. CONSIDER APPROVAL OF RESOLUTION 11-12, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS (“TOWN”) ENTERING INTO A PROJECT SUPPLEMENTAL AGREEMENT (“PSA”) TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS WITH DALLAS COUNTY (“COUNTY”) FOR TRANSPORTATION IMPROVEMENTS ON LAWSON ROAD FROM SCYENE ROAD TO U.S. HWY 80

11. CONSIDER APPROVAL OF CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR ELEVATED WATER STORAGE TANK

• **NEW BUSINESS/COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

• **ADJOURN**

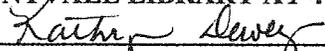
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**TOWN HALL AT 127 N. COLLINS ROAD                      SUNNYVALE ISD 417 E. TRIPP ROAD  
SUNNYVALE LIBRARY AT 402 TOWER PLACE**

  
\_\_\_\_\_  
**KATHRYN DEWEY, TOWN SECRETARY**



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 1: Consent Items**

DATE: May 18, 2011

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Item A: Minutes



**MINUTES  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIALLY CALLED MEETING  
APRIL 18, 2011  
6:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A SPECIALLY CALLED MEETING ON APRIL 18, 2011 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041 AND GOVERNMENT CODE SECTION 551.071. THOSE PRESENT WERE:

|        |               |                      |
|--------|---------------|----------------------|
|        | MAYOR         | DAVID BYRD           |
|        | MAYOR PRO-TEM | KAREN HILL           |
|        | COUNCILMEMBER | PAULA YATES          |
| ABSENT | COUNCILMEMBER | SAJI GEORGE          |
|        | COUNCILMEMBER | RONNIE HENDERSON, JR |
|        | COUNCILMEMBER | PAT WILEY            |

• **CALL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 6:11 p.m.

• **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION**

**EXECUTIVE SESSION AGENDA:**

- 1. LITIGATION - DEWS VS TOWN OF SUNNYVALE**
- 2. LITIGATION - VULCAN LANDS, LLC VS TOWN OF SUNNYVALE**
- 3. LITIGATION - LAWRENCE EDWARD BOYD AND DALE BRIAN GRAVES  
PETITION FOR WRIT OF MANDAMUS**

Mayor Byrd adjourned into executive session at 6:11 p.m.

Mayor Byrd reconvened into regular session at 6:44 p.m.

• **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

No action taken.

• **ADJOURN**

Mayor Byrd adjourned the meeting at 6:45 p.m.

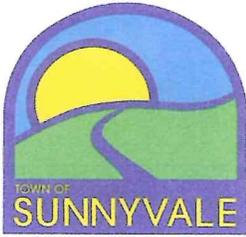
*The undersigned presiding officer certifies that this is a true and correct record of the proceedings.*

\_\_\_\_\_  
Mayor David Byrd

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES ARE CONDENSED THEREFROM



**MINUTES  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIALLY CALLED MEETING  
APRIL 18, 2011  
7:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A JOINT PUBLIC HEARING AND MEETING WITH THE PLANNING AND ZONING COMMISSION ON APRIL 18, 2011 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041. THOSE PRESENT WERE:

**TOWN COUNCIL MEMBERS:**

|        |               |                      |
|--------|---------------|----------------------|
|        | MAYOR         | DAVID BYRD           |
|        | MAYOR PRO-TEM | KAREN HILL           |
|        | COUNCILMEMBER | PAULA YATES          |
| ABSENT | COUNCILMEMBER | SAJI GEORGE          |
|        | COUNCILMEMBER | RONNIE HENDERSON, JR |
|        | COUNCILMEMBER | PAT WILEY            |

**PLANNING AND ZONING COMMISSION MEMBERS:**

|        |                  |                  |
|--------|------------------|------------------|
|        | CHAIRPERSON      | MARK EGAN        |
|        | CO-CHAIRPERSON   | RICKEY HOFFMAN   |
|        | MEMBER           | PERRY GRAHAM     |
|        | MEMBER           | CHARLES LOCKHART |
|        | MEMBER           | CHRIS MCNEILL    |
|        | MEMBER           | DIANE TURNER     |
|        | MEMBER           | JACK KIRKLAND    |
| ABSENT | ALTERNATE MEMBER | JOS JOSEPH       |
|        | ALTERNATE MEMBER | KEN WILSON       |

• **CALL MEETING TO ORDER**

Mayor Byrd called the specially called town council meeting to order at 7:00 p.m.

Chairperson Egan called the planning and zoning commission meeting to order at 7:00 p.m.

• **INVOCATION**

Councilmember Hill gave the invocation.

• **PLEDGE OF ALLEGIANCE**

Mayor Byrd led the pledge of allegiance.

**ITEM 1: CONVENE JOINT PUBLIC HEARING OF TOWN COUNCIL REGARDING THE FOLLOWING ITEMS:**

- A. REQUEST BY VCZ DEVELOPMENT LLC FOR AMENDMENT TO LAND USE DIAGRAM OF COMPREHENSIVE PLAN FROM INDUSTRIAL AND COMMERCIAL LAND USE CATEGORIES TO URBAN DENSITY RESIDENTIAL LAND USE CATEGORY.**
- B. REQUEST BY VCZ DEVELOPMENT LLC FOR AMENDMENT OF OFFICIAL ZONING MAP FROM INDUSTRIAL AND HIGHWAY COMMERCIAL ZONING DISTRICTS TO ATTACHED HOUSING COMMERCIAL DISTRICT, APPROVAL OF CONCEPT PLAN FOR DISTRICT, APPROVAL OF WAIVERS AND INCENTIVES AND INCLUSION OF DEVELOPMENT STANDARDS FOR DISTRICT.**

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Mayor Byrd read Items A and B into the record.

Terry Morgan, Town Attorney, advised this was the first application the town had received for AHC zoning. He said the district was created in 2007 as a response to the settlement stipulation in the Dews case. The stipulation required the town to provide target units with target rents. Under the AHC zoning target units and target rents were required. Mr. Morgan explained target units were affordable housing units with at or below the target rents. The VCZ application presented a complete and concrete proposal to develop the target units in contrast with another application and proposal filed by ICP, the plaintiff in the Dews case. That proposal was incomplete as a zoning submittal and it was not considered at a joint public hearing.

The district has very special features to it in order to realize the affordable housing objectives. One of those features is that the developer can ask, as part of the submittal, to waivers of performance standards that are contained in the district regulations and in fact, VCZ had done so. Developers can also request financial incentives because AHC is an affordable housing district. Those incentives must be considered by the town as part of the application. Mr. Morgan said the applicant would explain those requests during this meeting. Any proposal for the target units required a grant of tax credits from the Texas Department of Housing and Community Affairs. Also, there was potentially a time between the approval of the district and the time a tax credit application could be made. He stated that would be the case with VCZs application. Mr. Morgan explained the items required for the ordinance and the security of guaranteed participation agreement. Under the agreement, the developer will make application for tax credit in order to realize the development and the town will either offer incentives or grant waivers and establish a relationship with the developer until the units are developed. Mr. Morgan said these items apply to any AHC district application and that all of them are present in this particular application.

Sherry Sefko, Town Planner, said during the course of her review, the concept plan materials submitted with the application to be very compliant with the AHC district as currently established on the town's books. She explained the proposal was for 96 multi-sized units in a maximum of 2-story construction.

The concept plan complied with AHC regulations. The applicant had also included a great deal of amenities for leisure opportunities such as a network of walking and jogging trails, barbeque/picnic areas and play areas, etc. For open space, the developer was attempting to purchase an area that well exceeded the town's minimum of 15% of usable open space. She said there would be quite a bit of area on the site for recreation and leisure. She stated she believed all aspects on the concept plan were in compliance with the AHC district and had no issues with approval subject to some waivers to include 2-hour fire walls in the sprinkled buildings, solid waste container screening constructed from treated wood, masonry exterior for alternative cemetitious siding and relief from covered parking in lieu of other amenities.

Mrs. Sefko stated a question had arisen regarding security fencing and gates. Upon further analysis of the AHC district, she did not feel that particular aspect applied to a development of this sort due to the town home construction of the units as reflected in the definition of town house as given in the town's zoning district. The units for consideration are single-family attached units, joined side by side with no stacking and limited to 4 units in a building. The south side of the property was fully screened with a very tall fence adjacent to a property user on the south side. The north side had some fencing next to the town's water facility. The backside of the property is abutted Samuell Farm Park. Mrs. Sefko said the development was good with the fencing and no additional requirements applied. Developer asked to be allowed to do a general survey of trees and keep the existing tree lines as much as possible with the approval of the town.

Paul Holden, representing VCZ Development LLC, gave a presentation of the 96 unit town home project showing the location of the site. The town homes consisted of 1-bedroom, 2-bedroom and 3-bedroom offerings with leisure amenities including playgrounds, park area, a swimming pool, clubhouse, and ball fields. Two parking spaces were planned for each unit. Mr. Holden spoke concerning saving as many existing trees as possible on the site. He gave a history of the VCZ Development company portfolio. He said the bulk of their business was in housing communities. Mr. Holden explained grants being requested. He said they were asking for building permits, meter fees, impact fees, a development loan and housing tax credit incentives.

Mayor Byrd opened the public hearings.

Public Comments:

- 1) Dale Graves, 202 Suntide, spoke opposed due to two locations in Sunnyvale.
- 2) Steve Pettit, 360 S. Larkin, requested more information on the amount of incentives being requested from the town for the project.
- 3) Cindy Bornowski, 106 Big Bend Circle, spoke in favor and suggested having the 4B Corporation help.
- 4) Jerry Wheeler, 129 East Fork Rd, asked questions regarding code enforcement issues such as junk cars, loose dogs, etc.
- 5) Trevor Bert, 287 Duxbury, asked questions on the required income levels of the residents.

**ITEM 2: CLOSE OR CONTINUE PUBLIC HEARING**

Motion was made by Member Hoffman to continue the public hearing until April 25, 2011. Motion seconded by Member Graham. Motion approved by the planning and zoning commission unanimously.

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Town Council/Planning & Zoning Commission Meeting  
April 18, 2011  
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Motion was made by Councilmember Henderson to continue the public hearing until April 25, 2011  
Motion seconded by Councilmember Hill. Motion approved by the town council unanimously.

**ITEM 3: RECESS TOWN COUNCIL MEETING (AS NECESSARY)**

No action.

**ITEM 4: RECONVENE TOWN COUNCIL MEETING AND CONSIDER REPORT FROM PLANNING AND ZONING COMMISSION REGARDING (ITEM A), AMENDMENT TO LAND USE DIAGRAM OF COMPREHENSIVE PLAN; AND (ITEM B) OFFICIAL ZONING MAP AMENDMENT, APPROVAL OF CONCEPT PLAN, WAIVERS AND INCENTIVES, AND INCORPORATION OF DEVELOPMENT STANDARDS.**

No action.

**ITEM 5: CONSIDER ORDINANCE AMENDING LAND USE DIAGRAM OF COMPREHENSIVE PLAN (ITEM A) AND (ITEM B) OFFICIAL ZONING MAP AMENDMENT, APPROVING CONCEPT PLAN, WAIVERS AND INCENTIVES, AND INCORPORATING DEVELOPMENT STANDARDS.**

No action.

• **ADJOURN**

Chairperson Egan adjourned the planning and zoning commission at 8:08 p.m.

Mayor Byrd adjourned the town council meeting at 8:08 p.m.

*The undersigned presiding officer certifies that this is a true and correct record of the proceedings.*

\_\_\_\_\_  
Mayor David Byrd

\_\_\_\_\_  
Chairperson Mark Egan

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

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**MINUTES  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIALLY CALLED MEETING  
MAY 9, 2011  
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|        | MAYOR         | DAVID BYRD           |
|        | MAYOR PRO-TEM | KAREN HILL           |
|        | COUNCILMEMBER | PAULA YATES          |
|        | COUNCILMEMBER | SAJI GEORGE          |
|        | COUNCILMEMBER | RONNIE HENDERSON, JR |
| ABSENT | COUNCILMEMBER | PAT WILEY            |

• **CALL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 6:05 p.m. and advised Councilmember Wiley would not be attending the meeting.

• **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION AND 551.074 - PERSONNEL**

**EXECUTIVE SESSION AGENDA:**

**1. LITIGATION - DEWS VS TOWN OF SUNNYVALE**

**2. LITIGATION - MEETING WITH TOWN ATTORNEY FOR CONSULTATION, DISCUSSION AND TO RECEIVE ADVICE REGARDING POTENTIAL LITIGATION AND PROPOSED COMPROMISE AND SETTLEMENT AGREEMENT BETWEEN TOWN OF SUNNYVALE, DOUGLASS PROPERTIES/DEVELOPMENT, INC, STONEY CREEK PROPERTIES LLC, FORESTAR (USA) REAL ESTATE GROUP INC, AND ARCH INSURANCE COMPANY.**

**3. PERSONNEL - TOWN SECRETARY**

Motion was made by Councilmember Yates to adjourn into executive session. Motion seconded by Councilmember George. Motion carried unanimously.

Mayor Byrd adjourned into executive session at 6:07 p.m.

Mayor Byrd reconvened into regular session at 7:11 p.m.

• **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

Mayor Byrd read the initial settlement agreement by and between Town of Sunnyvale, Douglass Properties/Development, Inc, Stoney Creek Properties LLC, Forestar (USA) Real Estate Group Inc, and Arch Insurance Company.

Motion was Councilmember Yates to enter into the settlement agreement. Motion seconded by Councilmember Hill. Motion carried unanimously.

Minutes  
Town Council Meeting  
May 9, 2011  
Page 2

- **ADJOURN**

Mayor Byrd adjourned the meeting at 7:17 p.m.

*The undersigned presiding officer certifies that this is a true and correct record of the proceedings.*

\_\_\_\_\_  
Mayor David Byrd

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

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**MINUTES  
TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
MAY 9, 2011  
7:00 P.M.**

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|--------|---------------|----------------------|
|        | MAYOR         | DAVID BYRD           |
|        | MAYOR PRO-TEM | KAREN HILL           |
|        | COUNCILMEMBER | PAULA YATES          |
|        | COUNCILMEMBER | SAJI GEORGE          |
|        | COUNCILMEMBER | RONNIE HENDERSON, JR |
| ABSENT | COUNCILMEMBER | PAT WILEY            |

• **CALL TOWN COUNCIL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 7:16 p.m.

• **INVOCATION**

Councilmember Hill gave the invocation.

• **PLEDGE OF ALLEGIANCE**

Mayor Byrd led the pledge of allegiance.

**1. CONSENT AGENDA**

(ALL ITEMS ON THE CONSENT AGENDA ARE ROUTINE ITEMS AND MAY BE APPROVED WITH ONE MOTION; SHOULD ANY MEMBER OF THE TOWN COUNCIL OR ANY INDIVIDUAL WISH TO DISCUSS ANY ITEM, SAID ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY MOTION OF THE TOWN COUNCIL)

- A. APPROVAL OF MINUTES - SPECIAL MEETING 03-28-11**
- B. APPROVAL OF MINUTES - SPECIAL MEETING 04-11-11**
- C. APPROVAL OF MINUTES - REGULAR MEETING 04-11-11**
- D. APPROVAL OF MINUTES - SPECIAL MEETING 04-18-11**
- E. APPROVAL OF MINUTES - REGULAR MEETING 04-18-11**
- F. APPROVAL OF MINUTES - SPECIAL MEETING 04-25-11**
- G. APPROVAL OF MINUTES - REGULAR MEETING 04-25-11**

Councilmember Hill asked to have the special called joint meeting for April 18, 2011. Motion was made by Councilmember Hill to approve the consent agenda with Item E. removed. Motion seconded by Councilmember Henderson. Motion carried unanimously.

• **PUBLIC FORUM**

(CITIZENS MAY SPEAK ON ANY MATTER OTHER THAN PERSONNEL MATTER OR MATTERS UNDER LITIGATION. NO TOWN COUNCIL ACTIONS OR DISCUSSION WILL BE TAKEN UNTIL SUCH MATTER IS PLACED ON THE AGENDA AND POSTED IN ACCORDANCE WITH LAW.)

Public Comments:

- 1) **Jim Wade**, 299 E. Tripp Rd, spoke concerned regarding the absences of Councilmember Wiley. Mr. Wade asked for discussion of the resolutions being considered later in the meeting.
- 2) **Lawrence Boyd**, 611 Watha Rd, stated Councilmember Wiley was absent from the meeting due to an obligation with The Make A Wish Foundation.

• **DISCUSSION/ACTION ITEMS**

**2. PRESENTATION BY JOHN R. AMES, DALLAS COUNTY TAX ASSESSOR/COLLECTOR REGARDING DALLAS COUNTY TAX OFFICE PROPERTY TAX COLLECTION**

John Ames, Dallas County Tax Assessor/Collector, spoke to the council about the advantages of contracting with Dallas County for property tax collection.

Mayor Byrd explained the opportunity for a more economical approach to be considered.

**3. RESOLUTION 11-07, A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE FOR SEWER INFRASTRUCTURE IMPROVEMENTS IN THE AMOUNT OF \$615,082 FOR CONSTRUCTION OF CERTAIN SANITARY SEWER LINES ALONG THE US HIGHWAY 80 CORRIDOR.**

Rachel Doyle, 4A Vice-President, explained the lines for the sewer infrastructure improvements. Councilmember George asked about the delays since prior approval in October 2010. Discussion followed regarding financing options, easements, construction costs and timing.

Motion was made by Councilmember Henderson to approve Resolution 11-07 as presented. Motion dies for lack of a second.

Motion was made by Councilmember George to deny Resolution 11-07 as presented and to send it to the Sunnyvale 4A Development Corporation to be reconfigured into (3) three separate resolutions. Motion seconded by Councilmember Hill. Motion to deny carried 3/1 with Councilmember Henderson voting opposed.

**4. RESOLUTION 11-08, A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE OF \$80,000 FOR STREET LIGHTING IMPROVEMENTS ALONG CLAY ROAD FROM SCYENE ROAD TO COLLINS ROAD.**

Rachel Doyle explained the 4A request for Resolution 11-08. She stated the goal of the resolution was to provide basic industrial lighting for employee safety. If the Town would like more decorative lighting, it would be at the Town's cost. Discussion followed with the various lighting options and adjacent areas.

Motion was made by Councilmember George to approve Resolution 11-08 as presented. Motion seconded by Councilmember Hill. Motion carried unanimously.

**5. RESOLUTION 11-09, A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE OF \$100,000 FOR REPAIR AND REPLACEMENT OF PORTIONS OF PLANTERS ROAD IN SUNNYVALE.**

Rachel Doyle explained the changes to original project approved in October 2010. The new request was for repair and replacement of portions of Planters Rd.

Marc Bentley, Town Engineer, spoke opposed to "patching" the roadway, unless there were no funds and just a repair option was being desired.

Motion was made by Councilmember Hill to approve Resolution 11-09 as presented. Motion seconded by Councilmember George. Motion carried unanimously.

**6. RESOLUTION 11-10, A RESOLUTION APPROVING SECOND AMENDMENT TO PROMISSORY NOTE AND VOLUNTARY ASSESSMENT OF CASH CONTRIBUTION IN LIEU OF AMENITY CONSTRUCTION AGREEMENT WITH SUNNYVALE DEVELOPMENT LTD.**

Mayor Byrd explained the history of partnership with the Homestead Development. He stated, the developer had asked for an extension of the agreement due to the economy.

Lauren Combs, representing Homestead Partners, was present to explain the new maturity date. She explained the amendment would coincide with the extension granted to the Town on the Impact Fee Agreement.

Motion was made by Councilmember Hill to approve Resolution 11-10 as presented with a maturity date of December 31, 2016. Motion seconded by Councilmember Henderson. Motion carried unanimously.

Minutes  
Town Council Meeting  
May 9, 2011  
Page 4

• **ADJOURN**

Mayor Byrd adjourned the meeting at 9:27 p.m.

*The undersigned presiding officer certifies that this is a true and correct record of the proceedings.*

\_\_\_\_\_  
Mayor David Byrd

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES  
ARE CONDENSED THEREFROM

---

# FAX TRANSMISSION

DALLAS COUNTY ELECTIONS DEPARTMENT

Phone: 214-819-6372 Fax: 214-819-6374

**To: KATHRYN DEWEY**

**Date: 5.19.11**

**Entity: SUNNYVALE**

**Pages: 17 , including cover sheet**

**Fax #: (972) 226-1804**

**From: Jana Onyon**

**Phone #: (972) 226-7177**

---

**Subject: 2011 Joint Election Results for Canvass**

Attached is your entities Unofficial Final Election Results for the Joint Election held on May 14, 2011. These reports are for your canvass. The last day to canvass is Wednesday, May 25.

Included is your Cumulative Report, Precinct by Precinct results by Total, Election Day, Early Voting In-Person and Early Voting Mail. Provisional and ADA Election Day will be included if there are results.

For further assistance please contact Jana Onyon or Mandy Bush at the above number.

Central Counting Station

Run Date: 05/19/11 03:11 PM

Report EL45A Page 001

|                                 | TOTAL VOTES | %      | EV In Person | EV Mail | Election Day | Prov EV_ED | ED_ADA |
|---------------------------------|-------------|--------|--------------|---------|--------------|------------|--------|
| PRECINCTS COUNTED (OF 1)        | 1           | 100.00 |              |         |              |            |        |
| REGISTERED VOTERS - TOTAL       | 3,510       |        |              |         |              |            |        |
| BALLOTS CAST - TOTAL            | 1,416       |        | 815          | 8       | 591          | 2          | 0      |
| VOTER TURNOUT - TOTAL           |             | 40.34  |              |         |              |            |        |
| Sunnyvale-Mayor                 |             |        |              |         |              |            |        |
| VOTE FOR 1                      |             |        |              |         |              |            |        |
| (WITH 1 OF 1 PRECINCTS COUNTED) |             |        |              |         |              |            |        |
| Jim Phaup                       | 662         | 48.01  | 401          | 2       | 258          | 1          | 0      |
| Lawrence Boyd                   | 226         | 16.39  | 125          | 4       | 97           | 0          | 0      |
| David Byrd                      | 491         | 35.61  | 268          | 2       | 220          | 1          | 0      |
| Total                           | 1,379       |        | 794          | 8       | 575          | 2          | 0      |
| Sunnyvale-Council Vote for Two  |             |        |              |         |              |            |        |
| VOTE FOR 2                      |             |        |              |         |              |            |        |
| (WITH 1 OF 1 PRECINCTS COUNTED) |             |        |              |         |              |            |        |
| Wayne Marshburn                 | 311         | 13.41  | 172          | 4       | 135          | 0          | 0      |
| Michael Giordano                | 435         | 18.76  | 258          | 0       | 176          | 1          | 0      |
| Paula Yates                     | 609         | 26.26  | 344          | 4       | 261          | 0          | 0      |
| Karen Hill                      | 697         | 30.06  | 427          | 2       | 267          | 1          | 0      |
| Dale Graves                     | 267         | 11.51  | 163          | 4       | 100          | 0          | 0      |
| Total                           | 2,319       |        | 1,364        | 14      | 939          | 2          | 0      |

JWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

UNOFFICIAL RESULTS

UN DATE:05/19/11 03:12 PM

REPORT-EL52 PAGE 0001

WITH 1 OF 1 PRECINCTS REPORTING

01 = REGISTERED VOTERS - TOTAL  
02 = BALLOTS CAST - TOTAL

TOTAL PERCENT  
3,510  
1,416

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT  
40.34

.....  
01 02 03  
.....

583 2400-5583

3510 1416 40.34

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TOWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

UNOFFICIAL RESULTS

RUN DATE: 05/19/11 03:12 PM

REPORT-EL52 PAGE 0002

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Mayor

VOTES PERCENT

VOTES PERCENT

VOTE FOR 1

01 = Jim Phaup

662 48.01

02 = Lawrence Boyd

226 16.39

03 = David Byrd

491 35.61

| ----- |     |     |
|-------|-----|-----|
| 01    | 02  | 03  |
| ----- |     |     |
| 662   | 226 | 491 |

583 2400-5583

TOWN OF SUNNYVALE

2011 Joint Election

UNOFFICIAL RESULTS

JN DATE:05/19/11 03:12 PM

May 14, 2011

Dallas County, Texas

REPORT-ELS2

PAGE 0003

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Council Vote for Two

VOTES PERCENT

VOTES PERCENT

VOTE FOR 2

01 = Wayne Marshburn

02 = Michael Giordano

03 = Paula Yates

311 13.41

435 18.76

609 26.26

04 = Karen Hill

05 = Dale Graves

697 30.06

267 11.51

-----  
01 02 03 04 05

-----  
311 435 609 697 267

583 2400-5583

JWN OF SUNNYVALE  
JN DATE:05/19/11 03:15 PM

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(EV In Person)

REPORT-EL52 PAGE 0001

WITH 1 OF 1 PRECINCTS REPORTING

01 = REGISTERED VOTERS - TOTAL  
02 = BALLOTS CAST - TOTAL

TOTAL PERCENT  
3,510  
815

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT  
23.22

.....  
01 02 03  
.....  
3510 . 815 23.22

583 2400-5583

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TOWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(EV In Person)

IN DATE:05/19/11 03:15 PM

REPORT-EL52 PAGE 0002

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Mayor

VOTES PERCENT

VOTES PERCENT

VOTE FOR 1

01 = Jim Phaup

401 50.50

02 = Lawrence Boyd

125 15.74

03 = David Byrd

268 33.75

-----  
01 02 03

-----  
401 125 268

583 2400-5583

DWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(EV In Person)

JN DATE:05/19/11 03:15 PM

REPORT-EL52 PAGE 0003

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Council Vote for Two  
VOTE FOR 2

VOTES PERCENT

VOTES PERCENT

01 = Wayne Marshburn  
02 = Michael Giordano  
03 = Paula Yates

172 12.61  
258 18.91  
344 25.22

04 = Karen Hill  
05 = Dale Graves

427 31.30  
163 11.95

| ----- |     |     |     |     |
|-------|-----|-----|-----|-----|
| 01    | 02  | 03  | 04  | 05  |
| ----- |     |     |     |     |
| 172   | 258 | 344 | 427 | 163 |

583 2400-5583

OWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(EV Mail)

UN DATE:05/19/11 03:16 PM

REPORT-EL52 PAGE 0001

WITH 1 OF 1 PRECINCTS REPORTING

01 = REGISTERED VOTERS - TOTAL  
02 = BALLOTS CAST - TOTAL

TOTAL PERCENT  
3,510  
8

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT  
.23

| 01   | 02 | 03  |
|------|----|-----|
| 3510 | 8  | .23 |

583 2400-5583

OWN OF SUNNYVALE

2011 Joint Election

(EV Mail)

UN DATE:05/19/11 03:16 PM

May 14, 2011

Dallas County, Texas

REPORT-EL52

PAGE 0002

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Mayor

VOTES PERCENT

VOTES PERCENT

VOTE FOR 1

01 = Jim Phaup

2 25.00

02 = Lawrence Boyd

4 50.00

03 = David Byrd

2 25.00

-----  
01 02 03

-----  
2 4 2

583 2400-5583

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OWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(EV Mail)

JN DATE:05/19/11 03:16 PM

REPORT-EL52 PAGE 0003

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Council Vote for Two

VOTES PERCENT

VOTES PERCENT

VOTE FOR 2

01 = Wayne Marshburn  
02 = Michael Giordano  
03 = Paula Yates

4 28.57  
0  
4 28.57

04 = Karen Hill  
05 = Dale Graves

2 14.29  
4 28.57

| 01 | 02 | 03 | 04 | 05 |
|----|----|----|----|----|
| 4  | 0  | 4  | 2  | 4  |

583 2400-5583

JWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(Election Day)

JN DATE:05/19/11 03:16 PM

REPORT-EL52 PAGE 0001

WITH 1 OF 1 PRECINCTS REPORTING

01 = REGISTERED VOTERS - TOTAL  
02 = BALLOTS CAST - TOTAL

TOTAL PERCENT  
3.510  
591

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT  
16.84

-----  
01 02 03  
-----

583 2400-5583

3510 . 591 16.84

---

JWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(Election Day)

JN DATE:05/19/11 03:16 PM

REPORT-EL52 PAGE 0002

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Mayor

VOTES PERCENT

VOTES PERCENT

VOTE FOR 1

01 = Jim Phaup

02 = Lawrence Boyd

258 44.87

97 16.87

03 = David Byrd

220 38.26

-----  
01 02 03

-----  
258 97 220

583 2400-5583

OWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(Election Day)

UN DATE:05/19/11 03:16 PM

REPORT-EL52

PAGE 0003

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Council Vote for Two  
VOTE FOR 2

VOTES PERCENT

VOTES PERCENT

01 = Wayne Marshburn  
02 = Michael Giordano  
03 = Paula Yates

135 14.38  
176 18.74  
261 27.80

04 = Karen Hill  
05 = Dale Graves

267 28.43  
100 10.65

| 01  | 02  | 03  | 04  | 05  |
|-----|-----|-----|-----|-----|
| 135 | 176 | 261 | 267 | 100 |

583 2400-5583

JWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(Prov EV\_ED)

JN DATE:05/19/11 03:16 PM

REPORT-ELS2 PAGE 0001

WITH 1 OF 1 PRECINCTS REPORTING

01 = REGISTERED VOTERS - TOTAL  
02 = BALLOTS CAST - TOTAL

TOTAL PERCENT  
3,510  
2

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT  
.06

| 01   | 02 | 03  |
|------|----|-----|
| 3510 | 2  | .06 |

583 2400-5583

OWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(Prov EV\_ED)

UN DATE:05/19/11 03:16 PM

REPORT-EL52 PAGE 0002

WITH 1 OF 1 PRECINCTS REPORTING

VOTES PERCENT

VOTES PERCENT

sunnyvale-Mayor

VOTE FOR 1

01 = Jim Phaup

02 = Lawrence Boyd

1 50.00

0

03 = David Byrd

1 50.00

| ----- |    |    |
|-------|----|----|
| 01    | 02 | 03 |
| ----- |    |    |
| 1     | 0  | 1  |

583 2400-5583

OWN OF SUNNYVALE

2011 Joint Election  
May 14, 2011  
Dallas County, Texas

(Prov EV\_ED)

IN DATE:05/19/11 03:16 PM

REPORT-EL52 PAGE 0003

WITH 1 OF 1 PRECINCTS REPORTING

Sunnyvale-Council Vote for Two  
VOTE FOR 2

VOTES PERCENT

VOTES PERCENT

01 = Wayne Marshburn  
02 = Michael Giordano  
03 = Paula Yates

0  
1 50.00  
0

04 = Karen Hill  
05 = Dale Graves

1 50.00  
0

| ----- |    |    |    |    |
|-------|----|----|----|----|
| 01    | 02 | 03 | 04 | 05 |
| ----- |    |    |    |    |
| 0     | 1  | 0  | 1  | 0  |

383 2400-5583

RESOLUTION 11-10

ORDER DECLARING RESULTS OF THE TOWN OF SUNNYVALE TOWN OFFICER'S ELECTION OF MAY 14, 2011

THE STATE OF TEXAS  
COUNTY OF DALLAS  
TOWN OF SUNNYVALE, TEXAS

On this the 23rd day of May, 2011, the Town Council of the Town of Sunnyvale, Texas convened in regular session, open to the public, at the regular meeting place, thereof, with the following members present, to-wit:

|               |                  |
|---------------|------------------|
| Mayor         | David Byrd       |
| Mayor Pro-Tem | Karen Hill       |
| Councilmember | Paula Yates      |
| Councilmember | Ronnie Henderson |
| Councilmember | Saji George      |
| Councilmember | Pat Wiley        |

Constituting a quorum, and among other proceedings were the following:

Councilmember \_\_\_\_\_ introduced a resolution and order and moved its adoption. The motion was seconded by Councilmember \_\_\_\_\_ and the motion carried with the adoption of the Resolution and order prevailed by the following vote:

Ayes:

Nays:

Abstain:

THE RESOLUTION IS AS FOLLOWS:

There came to be considered the returns of an election held May 14, 2011, for the purpose of electing the hereinafter named officials, and it appearing from said returns, duly and legally made, that there were cast at said election 1,378 valid and legal votes; each of the candidates in said election received the following votes:

| Name of Candidate | Total Number of Votes Received |
|-------------------|--------------------------------|
| <u>MAYOR</u>      |                                |
| Jim Phaup         | 662                            |
| Lawrence Boyd     | 226                            |
| David Byrd        | 491                            |

There came to be considered the returns of an election held May 14, 2011, for the purpose of electing the hereinafter named officials, and it appearing from said returns, duly and legally made, that there were cast at said election 2,319 valid and legal votes; each of the candidates in said election received the following votes:

| Name of Candidate    | Total Number of Votes Received |
|----------------------|--------------------------------|
| <u>COUNCILMEMBER</u> |                                |
| Wayne Marshburn      | 311                            |
| Michael Giordano     | 435                            |
| Paula Yates          | 609                            |
| Karen Hill           | 697                            |
| Dale Graves          | 267                            |

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS:

---

That said election was duly called; that notice of said election was given in accordance with law; and that Jim Phaup was elected Town Mayor subject to taking his oath as provided by the laws of the State of Texas. That Paula Yates and Karen Hill were elected Town Council members subject to the taking of their oaths as provided by the laws of the State of Texas.

It is further found and determined that in accordance with the order of this governing body, the Town Secretary posted written notice of the date, place, and subject of this meeting on the bulletin board located at Town Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining continuously for at least 72 hours preceding the scheduled time of said meeting. A copy of the return of said posting shall be attached to the minutes of this meeting and shall be made part thereof for all intents and purposes.

PASSED, ADOPTED AND APPROVED this the 23rd day of May, 2011.

\_\_\_\_\_  
David Byrd, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary



## AGENDA ITEM SUMMARY

---

TO: Town Council

FROM: Scott Campbell, Town Manager SC

RE: **ITEM # 5: Consider Ordinance No. 532: Conditional Rezoning of 17.25 Acres Along Planters Road**

DATE: May 19, 2011

---

Ordinance No. 532 attached is related to the recent rezoning for the quad-home development on Planters Road. The attached ordinance **conditionally** rezones the property back to the original land use category and zoning classifications. The recommendation is for the property to revert back to the original zoning and land use category on August 31, 2013, unless the developer is awarded tax credits by the state. If the developer is awarded tax credits before August 31, 2013, the current zoning (AHC) would remain, and the developer could move forward with their project. The Planning and Zoning Commission approved this conditional rezoning at their last regular meeting.

We will discuss this in more detail Monday night.

**TOWN OF SUNNYVALE, TEXAS  
ORDINANCE NO. 532**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 324, DULY PASSED BY THE TOWN COUNCIL ON JANUARY 31, 2000; AS AMENDED BY ORDINANCE NOS. 324, 332, 338, AND 339; AND AS AMENDED FROM TIME TO TIME; SO AS TO CHANGE THE TOWN'S COMPREHENSIVE PLAN AND LAND USE DIAGRAM FROM URBAN DENSITY RESIDENTIAL (UDR) TO COMMERCIAL (C) AND INDUSTRIAL (I) AND THE TOWN'S OFFICIAL ZONING MAP FROM ATTACHED HOUSING COMMERCIAL (AHC) TO HIGHWAY COMMERCIAL (HC) AND INDUSTRIAL (I) ON A PORTION OF THAT CERTAIN PROPERTY LYING WITHIN THE TRINITY COWELL SURVEY, ABSTRACT NO 335, CONSISTING OF 17.25 ACRES MORE OR LESS, IN THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS AND LOCATED GENERALLY ON THE WEST SIDE OF PLANTERS ROAD, APPROXIMATELY 1,000 FEET SOUTH OF U.S. HIGHWAY 80, AS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS HEREIN; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS** the Town by Ord. No. 531 rezoned certain vacant property generally located on the west side of Planters Road, approximately 1000 feet south of U.S. Highway 80, consisting of approximately 17.25 acres (the "Subject Property"), from a Industrial (I) and Highway Commercial (HC) Districts to an Attached Housing Commercial (AHC) District, which Subject Property is more fully described by metes and bounds, which is attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, Ord. No. 531 also changed the designation of the Subject Property on the Land Use Diagram of the Town's Comprehensive Plan from Commercial (C) and Industrial (I) land use categories to the Urban Density Residential (UDR) land use category; and

**WHEREAS**, Ord. No. 531 , together with a guarantee and secured participation agreement prescribed therein, imposes certain obligations on VCZ Development, LLC ("Developer"), the equitable owner of the Subject Property, to develop a project consisting of 96 fourplex dwelling units as Target Units (the "Project") thereon under the AHC District regulations and Concept Plan approved by such Ordinance within a time certain; and

**WHEREAS**, construction of the Project by Developer requires a commitment by the Texas Department of Housing and Community Affairs to award tax credits for the Project; and

**WHEREAS**, the fee owner of the Subject Property has requested that the zoning district classifications on the Town's Official Zoning Map and land use category designations on the Land Use Diagram, which were in effect immediately prior to adoption of Ord. No. 531, be restored in the

event that Developer is not awarded tax credits for the Project during the 2012 or 2013 award cycles; and

**WHEREAS**, the Town Council finds that restoration of the zoning district classifications and land use category designations in the event tax credits are not awarded to Developer is reasonable and consequently has initiated applications to effect such contingent changes; and

**WHEREAS**, the Town Council finds that the proper notices of the proposed amendments to the Land Use Diagram and Zoning Map as required by law have been given to all adjoining property owners, and the general public of the Town of Sunnyvale; and

**WHEREAS**, the Planning and Zoning Commission conducted a public hearing on May 16, 2011, and provided its report and recommendations to the Town Council of the Town of Sunnyvale thereafter on the proposed contingent amendments to the Official Zoning Map and the Land Use Diagram of the Comprehensive Plan; and

**WHEREAS**, the Town Council considered the report and the recommendations of the Planning and Zoning Commission regarding such proposed amendments to the Official Zoning Map and the Land Use Diagram of the Comprehensive Plan, following a public hearing, on May 23, 2011; and

**WHEREAS**, the Town Council under the Zoning Ordinance may attach conditions to comprehensive plan and zoning map amendments; and

**WHEREAS**, the Town Council finds that the contingent amendments to the Official Zoning Map and Land Use Diagram of the Comprehensive Plan, as hereinafter set forth, are in the public interest and further the public health, safety and general welfare of the Town;

**NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS;**

**SECTION 1.** That the above recitals are found to be true and correct and are incorporated herein for all purposes.

**SECTION 2.** That the Town Council hereby amends the Land Use Diagram of the Comprehensive Plan for the Subject Property from the land use category of Urban Density Residential to the Industrial and Commercial land use categories, subject to an effective date.

**SECTION 3.** That the Town Council hereby amends the Official Zoning Map of the Town to change the zoning district classification of the Subject Property from an Attached Housing Commercial (AHC) District to a Highway Commercial (HC) District and an Industrial (I) District, subject to an effective date.

**SECTION 4.** That all ordinances and Code provisions of the Town of Sunnyvale, Texas, that are in conflict with this Ordinance shall be and the same are hereby superseded to the extent in

conflict, and all ordinances and Code provisions of said Town not so expressly repealed are hereby retained in full force and effect.

**SECTION 5.** It is the intent of the Town Council that each paragraph, sentence, subdivision, clause, phrase or section of this Ordinance be deemed severable, and should any such paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the ordinance left standing, nor the validity of any code or ordinance as a whole.

**SECTION 6.** This Ordinance shall take effect at 5:00 p.m. on August 31, 2013, provided, however, that if the Texas Department of Housing and Community Affairs awards Developer or assignee tax credits by such date for the Project, this Ordinance shall be deemed null and void.

DULY PASSED AND APPROVED by the Town Council, the Town of Sunnyvale, on this the 23rd day of May, 2011.

---

David Byrd, Mayor, Town of Sunnyvale

ATTEST:

---

Kathryn Dewey, Secretary, Town of Sunnyvale



## Town Council Item 6

---

**Meeting date 5-23-11 @ 7:00 PM**

**Applicant/ property**

Eugene Fisher – 514 N. Collins

Ordinance 533 attached is a request for rezoning of 514 N. Collins Rd from Agricultural Residential (AR) to Single Family 2 (SF-2). The Agricultural Zoning for the 6 acres was obtained by the owner to establish a small orchard. The property will remain a working orchard, the intent for the zoning change is to subdivide the property into three equal lots for Mr. Fisher's three children to live there and continue to operate the orchard.

---

SF-2 is the zoning that surrounds this property. An application for a preliminary and final plat will be submitted pending the approval of this request. The property will meet all requirements of the SF-2 zoning with no variances needed.

This request was presented to the Planning and Zoning Commission May 16, 2011 and received a recommendation for approval.

There were 11 notices mailed

---

Steve Gilbert,  
Director of Community Development  
Building Official

**TOWN OF SUNNYVALE, TEXAS  
ORDINANCE NO 533**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO 324 DULY PASSED BY THE TOWN COUNCIL ON JANUARY 31, 2000; AS AMENDED BY ORDINANCE NOS. 324, 332, 338 AND 339; AS AMENDED FROM TIME TO TIME; SO AS TO CHANGE THE TOWN'S ZONING MAP FROM AGRICULTURAL RESIDENTIAL (AR) TO SINGLE FAMILY-2 (SF-2) ON A PORTION OF THAT CERTAIN PROPERTY LYING WITHIN THE WILLIAM ROWE SURVEY, ABSTRACT 1236 CONSISTING OF 6.000 ACRES IN THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS AND LOCATED GENERALLY ON THE EAST SIDE OF COLLINS ROAD APPROXIMATELY 2646 FEET FROM THE INTERSECTION CENTERLINE OF COLLINS ROAD AND THE CENTERLINE OF BARNES BRIDGE ROAD ALSO RECOGNIZED AS 514 N. COLLINS ROAD PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

---

~~WHEREAS, the Town Council finds that the proper notices of the proposed amendments to the zoning map as required by law have been given to all adjoining property owners, and the general public of the Town of Sunnyvale; and~~

WHEREAS, the Planning and Zoning Commission conducted a public hearing on May 16, 2011 and provided its report and recommendation for approval of property owner's requested amendments to the zoning map, and

WHEREAS, the Sunnyvale Town Council conducted a public hearing on May 23, 2011 to consider the report and recommendation from the Planning and Zoning Commission for approval of property owner's requested amendments to the zoning map,

**NOW THEREFORE IT BE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS;**

**SECTION 1.** that the above recitals are found to be true and correct and are incorporated herein for all purposes.

**SECTION 2.** That the town council hereby amends the official Zoning map of the Town to change the zoning district classification of the subject property from agricultural residential (AR) to single family-2 (SF-2).

**SECTION 3.** That all ordinances and code provisions of the Town of Sunnyvale, Texas, that are in conflict with this ordinance shall be and the same are hereby superseded to the extent in conflict, and all ordinances and code provisions of said town not so expressly repealed are hereby retained in full force and effect.

**SECTION 4.** It is the intent of the Town Council that each paragraph, sentence, subdivision, clause, phrase or section of this ordinance be deemed severable, and should any such paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the ordinance left standing, nor the validity of any code or ordinance as a whole.

**DULY PASSED AND APPROVED** by the Town Council, Town of Sunnyvale, Texas, on this the 23<sup>rd</sup> day of may, 2011.

---

David Byrd, Mayor Town of Sunnyvale

ATTEST:

---

Kathryn Dewey, Secretary, Town of Sunnyvale

SURVEY PLAT

SURVEY FOR:

HOOTON & ASSC

Patrick Allison TWO TURTLE CREEK VLG  
521 6271

J. H. Foster  
12-15-72

RD.  
2646.15' to C  
BARNES BRIDGE  
N 89° 51' 08" E  
60.0  
183.0  
110.04  
Δ = 0° 36' 59" S  
R = 115.92  
T = 146.91

BEG. PT.

hedge row

N 89° 51' 08" E  
183.0

N 89° 51' 08" E  
60.0

50.13  
N 00° 01' 30" W  
5.7

N 89° 51' 08" E 453.7

1.662 AC.

S 89° 51' 08" W 448.27

6.000 Ac.

WILLIAM

N 74° 58' 30" E

ROWE

SUR.

ABST.

1236

4.338 AC.

COLLINS  
N 15° 01' 30" W 227.61

S 00° 01' 14" E 634.9



30

77.12

Δ = 0° 45' 28" S  
R = 1175.92  
T = 38.58

S 78° 43' 58" W

S 89° 58' 46" W 339.21

contour

Wm. S. Hooton, Tr.  
12-20-72

F I E L D N O T E S

BEING a survey of a tract of 6.000 Acres of land in the WILLIAM ROWE SURVEY ABST. NO. 1236, Dallas County, Texas; and being part of a certain 35.25 Acre tract as described in deed to W. H. Adams, dated 6 10 58, filed 6 20 58 and recorded in Vol. 4915, page 113 in the Deed Records of Dallas County, Texas; and said 6.000 Acre tract being more particularly described as follows:

BEGINNING at a point in the East line of Collins Road that is S 00°01'30" E, 2646.15 ft. and N 89°51'08" E, 30.0 ft. from the point of intersection of the centerline of Collins Road with the centerline of Barnes Bridge Road; said beginning point also being a point in the North line of said Adams tract that is N 89°51'08" E, 243.0 ft. from the Northwest corner of same;

THENCE N 89°51'08" E, along the North line of said Adams tract, a hedge row, 453.7 ft. to the Northeast corner of same;

THENCE S 00°01'14" E, 634.9 ft.;

THENCE S 89°58'46" W, 339.21 ft. to a point in the East line of Collins Road;

THENCE Northerly along the East line of Collins Road, as follows:

1st. Northwesterly around a curve to the left that has a Central Angle of 03°45'08", a Radius of 1175.92 ft. ( Radial bearing at this point being S 78°43'58" W ), a Tangent of 38.58 ft. for a distance of 77.12 ft.;

2nd. N 15°01'30" W, 227.61 ft. to the beginning of a curve to the right that has a Central Angle of 15°00'00", a Radius of 1115.92 ft. ( Radial bearing at this point being N 74°58'30" E ), and a Tangent of 146.91 ft.;

3rd. Northerly around said curve to the right, 292.15 ft.;

4th. N 00°01'30" W. 50.13 ft. to the POINT OF BEGINNING and containing 6.000 Acres of Land.

This is to certify that, under my personal supervision this date, a careful and accurate survey was made on the ground and that the Plat hereon is a true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements if shown, and that the distance from the nearest intersecting street, or road, is as shown on said plat. This survey is subject to any easements not visible on the ground.

Date: 10 13 76

Scale: 1"=100'



*Robert H. West*  
ROBT. H. WEST

COUNTY SURVEYOR

Licensed State Land Surveyor

Registered Public Surveyor No. 682

REPRESENTING "WEST" SURVEYORS IN DALLAS COUNTY SINCE 1845

County Court House

6 7 77

1.662 ACRES

BEING a tract of 1.662 Acres of land in the WILLIAM ROWE SURVEY ABST. NO. 1236 Dallas County, Texas; and being part of a 6.000 Acre tract as described in deed to Eugene Fisher filed 10-19-76 DRDCT; and said 1.662 Acre tract being more particularly described as follows:

BEGINNING at a point in the East line of Collins Road that is S 00° 01' 30" E - 2646.15 ft and N 89° 51' 08" E - 30.0 ft from the point of intersection of the centerline of Collins Road with the centerline of Barnes Bridge Road; said beginning point also being 243.0 ft N 89° 51' 08" E from the Northwest corner of the W. H. Adams tract as described in deed in Vol. 4915 Pg. 113 DRDCT

THENCE N 89° 51' 08" E, along the North line of said Fisher tract, a hedge row, 453.7 ft to its Northeast corner

THENCE S 00° 01' 14" E, along a fence line on the East line of said Fisher tract, 160.0 ft

THENCE S 89° 51' 08" W - 448.27 ft to a point in the East line of Collins Road

THENCE in a Northwesterly direction, along the East line of Collins Road, as follows:

1st. Northwesterly, around a curve to the right that has a central Angle of 05° 38' 59", a Radius of 1115.92 ft, for a distance of 110.04 ft

2nd. N 00° 01' 30" W - 50.13 ft to the point of beginning and containing 1.662 Acres of land Net.



APPLICATION FOR ZONING CHANGE  
TOWN OF SUNNYVALE, TEXAS

FILE NO: 1268

DATE: April 11, 2011

APPLICANT: Eugene Fisher

MAILING ADDRESS: 514 N. Collins

CITY: Sunnyvale STATE: TX ZIP: 75182

DAYTIME TELEPHONE NO.: 972 226 1273 FAX NO.: NA

STATUS OF APPLICANT:  OWNER  TENANT  PROSPECTIVE BUYER

LEGAL DESCRIPTION OF PROPERTY IS ATTACHED AS EXHIBIT "A" OR AS FOLLOWS:

Six Acres on Collins Rd Williams Rowe ABST 1236 Pg 390

GENERAL LOCATION: East of Collins Rd between Barnes Bridge & Town East.

PRESENT ZONING DISTRICT: AR

PROPOSED ZONING DISTRICT: SF-2

REASON FOR CHANGE: To plat into three - 2 acre lots. My son is preparing to build on a plat and assist with pecan orchard.

ARE THERE DEED RESTRICTIONS PERTAINING TO INTENDED USE OF THE PROPERTY? NO

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

FEES

Zoning Change Filing Fee \$ 250.00 Flat Fee = \$ 250.00  
Notices - \$ 3.00 Per Property Owner Within 400 ft. Notices = \$ Later

TOTAL FILING FEE \$ 250.00

Applicant agrees to pay fees charged by the Town of Sunnyvale Engineering Firm to review the zoning change. You will be notified if these fees will exceed \$500.00

*pd 4-13-11*

**REQUIRED SUBMITTAL DOCUMENTS:**

The applicant shall indicate whether the following documents have been included with the application:

- | <u>Yes</u>                          | <u>No</u>                | <u>Description</u>   |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15 copies prints of the Zoning Application for the Planning and Zoning Commission and 15 copies for the Town Council that shows the following:<br>1. Legal description<br>2. Drawing showing tract dimensions. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1 set of electronic versions of the above documents on a CD in Adobe Acrobat format in 11" x 17" format and 600 dpi resolution.  |

**Failure to submit the applicable documents described above with the application will result in an automatic staff recommendation for denial.**

I acknowledge that I have read and understand the application and fees.

Applicant: (If tenant or purchaser, Owner's signature also is required.)

EUGENE FISHER  
Applicant's Printed Name

Eugene Fisher  
Applicant's Signature

Owner:

EUGENE FISHER  
Owner's Printed Name

Eugene Fisher  
Owner's Signature

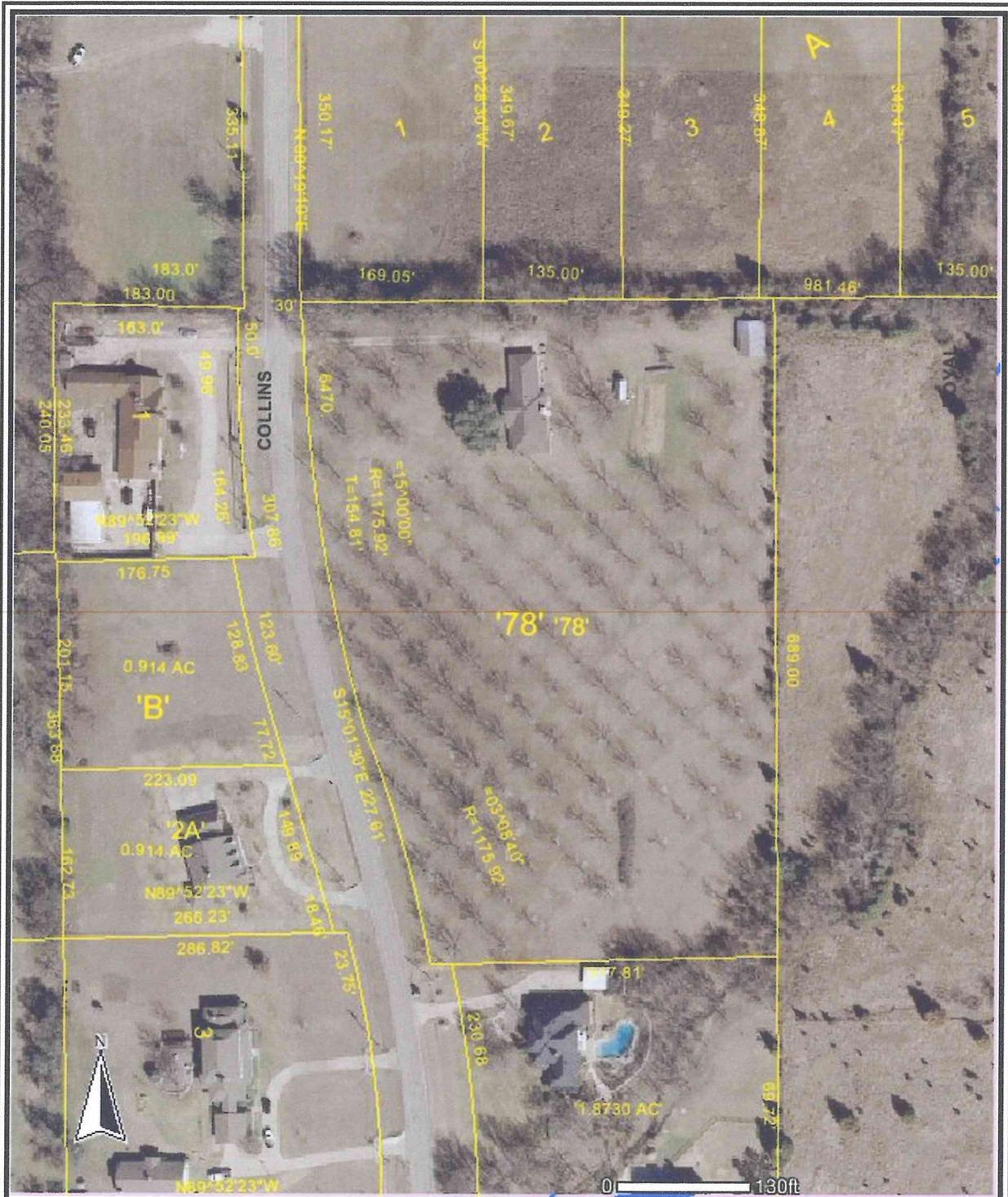
Town of Sunnyvale:

Acknowledged By:

Eugene Fisher

Date:

4-13-11



**Dallas Central Appraisal District**  
[www.dallascad.org](http://www.dallascad.org)

**DISCLAIMER**

The Dallas Central Appraisal District does not control or guarantee the accuracy, relevancy, timeliness or completeness of this data. DCAD assumes no legal responsibilities for the information represented on this map. Users should independently verify the data on this map before making any conclusions based on this data.

## CHAPTER 6 - SINGLE FAMILY RESIDENTIAL - 2

### 6.1 PURPOSE

The Single Family Residential 2 (SF-2) District is intended as an area for low density residential use in a semi-rural to rural environment. The principal purpose of this district is large-lot single family residential development; small lot or residential subdivision development is discouraged. This district is appropriate for selected locations where rural characteristics are desired, or where terrain or public service capacities necessitate low densities. Limited public services may be extended to this district based upon proximity to existing services. The Single Family Residential 2 District corresponds to and implements the Estate Residential (ER) land use category on the Land Use Diagram of the Comprehensive Plan. This district may be combined with a Planned Residential Overlay (PRO) District.

### 6.2 USES PERMITTED

- A. Single family detached dwelling unit, accessory buildings pursuant to Section 19.1, and accessory uses normally incidental to single family residences pursuant to Section 19.5.
- B. Home occupations as provided in Section 19.6.
- C. Public parks, playgrounds, or neighborhood recreation centers.
- D. Church or rectory.
- E. Any installation of a public utility either privately or publicly owned, fire station, public museums, public libraries, water supply reservoir, water pumping plant, water tower, artesian wells or sewage lift station.
- F. Gas and electrical public utility regulating stations.
- G. Schools - public kindergarten, elementary school, middle school or high school.
- H. Satellite dish antennas and amateur radio antennas up to forty (40) feet in height measured from the ground elevation at the base of antenna.
- I. Private swimming pools and private tennis courts.

### 6.3 USES PERMITTED AS CONDITIONAL USES

- A. Community or regional parks in excess of ten (10) acres.
- B. Any building to be erected or used by the Town, county, state or federal government.
- C. A group day-care home or registered family home pursuant to Section 19.2.
- D. Radio broadcasting towers and stations, television towers and television transmitting stations.

- E. Hospitals, community homes, and group homes pursuant to Section 19.3.
- F. Railway right-of-way and tracks, but not including railroad yards, team tracks or storage yards.
- G. Signature golf course, but not including miniature golf course, driving range, or any forms of commercial amusement, except as otherwise is incidental to the signature golf course.
- H. Private schools, kindergartens and nurseries teaching the same subjects as public elementary and high schools pursuant to Section 19.4.
- I. Accessory dwelling units or accessory buildings conditionally permitted pursuant to Section 19.1

Above paragraph revised by Ordinance 473, October 22, 2007

#### 6.4 USES PERMITTED IN PLANNED RESIDENTIAL DEVELOPMENTS

Any use permitted of right, or as a conditional use in the SF-2 District may be included in a proposed planned residential development, when approved as a Planned Residential Overlay District in accordance with Chapter 10. Such uses are subject to performance standards set forth in this section.

#### 6.5 DEVELOPMENT AND PERFORMANCE STANDARDS

##### A. Single-Family Dwelling Unit Standards for SF-2 District.

1. The maximum base density for a single-family development is 0.8 dwelling units per acre.
2. Minimum lot size for a single family dwelling unit is 43,560 sq ft.
3. All single-family dwelling units must meet the minimum standards for lot width, front yard setback, side yard setback and rear yard setback, as set forth in Chart 3.2, which is incorporated herein by reference, except as may be further modified by the Special Regulations in Chapter 19 and the Design Standards in Chapter 20.
4. All single-family dwelling units must meet the standards for lot depth, height, lot coverage and dwelling unit size set forth in Chart 6.1, which is incorporated herein by reference, except as may be further modified by the Special Regulations in Chapter 19 and the Design Standards in Chapter 20.

**Chart 6.1**  
**Development Standards**  
**SF-2 ZONING DISTRICT**

| <b>DEVELOPMENT STANDARDS</b>            | <b>SF-2 DISTRICT</b> |
|---|----------------------|
| Minimum Lot Depth                       | greater than width   |
| Maximum Height                          | 2½ stories           |
| Maximum Lot Coverage                    | 30% of lot           |
| Minimum Dwelling Unit Size <sup>1</sup> | 2,200 sq ft          |

1. See Section 19.12.1 - Fire Control.

**B. Performance Standards for Planned Residential Developments.**

Single-family dwelling units included in a planned residential development, which is approved for incentive density as a Planned Residential Overlay District in accordance with Chapter 10, must meet the minimum standards for density, project size, open space, lot size and buffer requirements set forth in Chart 6.2, which is incorporated herein by reference.

**Chart 6.2**  
**Planned Residential Development Standards**  
**SF-2 ZONING DISTRICT**

| <b>DEVELOPMENT STANDARDS</b>                         | <b>SF-2 DISTRICT</b> |
|--|----------------------|
| Maximum Permitted Density                            | 0.9 D.U./Acre        |
| Minimum Project Size                                 | 1,000 acres          |
| Minimum Open Space (Percent of Gross Usable Acreage) | 15 %                 |
| Minimum Lot Size                                     | 34,000 sq ft         |
| Buffer Requirements                                  | Screen               |

Above chart revised by Ordinance 473, October 22, 2007

**C. Standards for Nonresidential Uses.**

Development standards for nonresidential uses within the district shall be those specified for the Local Retail (LR) District, as may be further modified by the Special Regulations in Chapter 19 and the Design Standards in Chapter 20, or by approval as a conditional use.

D. Supplemental Standards.

The supplemental standards set forth in Chapters 19 (special regulations) and 20 (design standards) shall apply to all uses authorized in this district, as particularly stated therein.



## Planning and Zoning Commission

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Meeting date 5-16-11 @ 7:00 PM

**Applicant/ property**

Eugene Fisher – 514 N. Collins

**Request**

- **TO CONSIDER AND MAKE RECOMMENDATIONS REGARDING CHANGES TO THE TOWN'S OFFICIAL ZONING MAP FROM AGRICULTURAL RESIDENTIAL (AR) TO SINGLE FAMILY -2 (SF-2) ON A PORTION OF THAT CERTAIN PROPERTY LYING WITHIN THE WILLIAM ROWE SURVEY, ABSRTACT NO 1236 CONSISTING OF 6.000 ACRES IN THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS AND LOCATED GENERALLY ON THE EAST SIDE OF COLLINS ROAD APPROXIMATLEY 2646 FEET FROM THE INTERSECTION CENTERLINE OF COLLINS ROAD AND THE CENTERLINE OF BARNES BRIDGE**

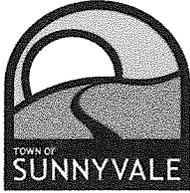
**Staff Comment**

This property is the only property within the Town that currently has the AR zoning. The applicant obtained the AR zoning to operate a pecan orchard. The property will remain a working orchard, the intent of the zoning change is to separate the property into three equal parts for Mr. Fisher's three children to live there and continue to operate the family farm.

SF-2 is the zoning that surrounds the property. The subdivision of the property will meet all zoning requirements of the SF-2 zoning. An application for preliminary and final has been submitted pending the approval of this application.

There were 11 notices mailed

Steve Gilbert,  
Director of Community Development  
Building Official



Notice of Application for Zoning Change  
Town of Sunnyvale

The Town of Sunnyvale has received a request by Eugene Fisher for a change of zoning for their property located at 514 N. Collins Rd. shown on the attached exhibit.

The applicant is requesting to change the zoning of the six acre tract from Agricultural Residential to single family -2 (SF-2) which would match the surrounding properties zoned SF-2

The Planning and Zoning Commission will hear this application on May 16 2011, and the Town Council will consider the application on May 23 2011 or June 13 2011. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or may submit written comments at any time on or before date of the hearings.

The Zoning Change application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact the development department at 972-203-4188.

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~~If you wish to submit a written response, please fill out and return this notice as soon as possible.~~

I am in favor of the zoning change

I am opposed to the zoning change

Explanation:

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Signature:

---

Printed Name:

---

Address:

---

Date:

---



# STAFF REPORT

DATE: May 18, 2011

TO: Town Council

FROM: Community Development Department

SUBJECT: Ocampo Plaza, Lot 1, Block 1  
File No. 1269

PAGES: 1

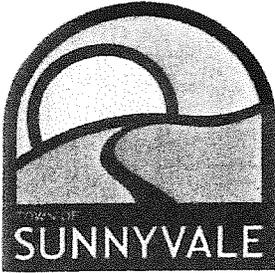
Ocampo Brothers, Ltd. has made application for final plat for the subject project. The project which is a restaurant called Bull's Pen Café is located at 618 E Hwy 80, south side near East Fork overpass. The final plat consist of a one lot 1.98 acres in size. The preliminary plat was approved by Town Council on November 9, 2009. All public infrastructure has been installed, inspected and accepted by the Town. The only item that remains to be completed is installation of two Town required corner monuments.

Planning and Zoning Commission approved this project on May 16, 2011.

Based on staff's review, the final plat conforms to the platting requirements of the Town. Staff is recommending approval of the final plat.

Marc Bentley, P.E.  
Town Engineer

Pd 2 = 5-16-11  
 Council = 5-23-11



**TOWN OF SUNNYVALE**  
 127 N Collins Road  
 Sunnyvale, Texas 75182  
 (972) 203-4188

**DEVELOPMENT APPLICATION**

- |  |  |
|--|--|
| <input type="checkbox"/> Preliminary Plat              | <input type="checkbox"/> Replat              |
| <input checked="" type="checkbox"/> Final Plat         | <input type="checkbox"/> Amending Plat       |
| <input type="checkbox"/> Preliminary Site/Concept Plan |  |
| <input type="checkbox"/> Landscape                     | <input type="checkbox"/> Site Plan           |
| <input type="checkbox"/> Tree survey                   | <input type="checkbox"/> Building Elevations |

FILE NO: 1269

**PROPERTY INFORMATION**

|                                    |  |
|------------------------------------|--|
| Addition Name: <u>Ocampo Plaza</u> | Address/Location: <u>618 E. Hwy 80</u>         |
| Lot(s): <u>1</u> Block: <u>1</u>   | Current Zoning: <u>HC - Highway Commercial</u> |
| # of Acres: <u>1.979 Acc.</u>      | # of Lots: _____ # of Units: _____             |

**APPLICANT INFORMATION**

|   |  |
|---|--|
| Name: <u>Tommy Satterfield</u>                      | Company: <u>Jacksons Master Inc.</u>     |
| Mailing Address: <u>503 Stonebridge Dr.</u>         |  |
| City: <u>Rockwall</u> State: <u>TX</u>              | Zip: <u>75087</u>                        |
| Phone: <u>972-226-7489</u> Fax: <u>972-226-0419</u> | Email: <u>psrkoiewshonestx@yahoo.com</u> |

**OWNER INFORMATION**

|   |                                     |
|---|-------------------------------------|
| Name: <u>Tino Martinez</u>                  | Company: <u>Ocampo Brothers Ltd</u> |
| Mailing Address: <u>619 Creech Bend Cr.</u> |                                     |
| City: <u>Mesquite</u> State: <u>TX</u>      | Zip: <u>75149-4054</u>              |
| Phone: <u>972-511-1387</u> Fax: _____       | Email: _____                        |

**SITE PLAN APPLICATION SUBMITTAL REQUIREMENTS**

(Check those that apply)

- |  |                            |
|--|----------------------------|
| <input type="checkbox"/> Preliminary Plat & Checklist              | 24"x36", 4 copies (folded) |
| <input checked="" type="checkbox"/> Final Plat & Checklist         | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Amended Plat & Checklist*                 | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Minor Plat & Checklist*                   | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Replat & Checklist*                       | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Preliminary Site/Concept Plan & Checklist | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Site Plan & Checklist                     | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Landscape Plan & Checklist                | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Building Elevations                       | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Photometric/Lighting                      | 24"x36", 2 copies (folded) |
| <input type="checkbox"/> Tree Survey & Checklist                   | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Civil Engineering Plans                   | 2 Sets (rolled)            |

\*Use final plat checklist

(See Fee Schedule for all Amounts)

- |                    |
|--------------------|
| Fee: _____         |
| Fee: <u>505.00</u> |
| Fee: _____         |

*Pd 5-20-11*

OWNER AUTHORIZATION

Check one of the following:

- I will represent the application myself; or
- I authorize Tommy Satterfield (name of applicant) to represent this application on my behalf. The named applicant shall be the principal person for responding to all requests and to attend all meetings.

I waive the statutory time limit for plat approval in accordance with Section 212.009 of the Local Government Code.

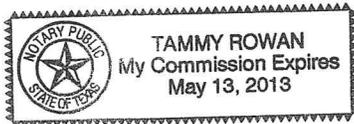
Owner's Signature: Fausto Martinez Date: 4-20-11

STATE OF TEXAS

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_ the above signed, who, under oath, stated the following: "I hereby certify that I am the owner or authorized corporate representative for the purposes of this application; that all information submitted herein is true and accurate."

Subscribed and sworn to before me this 20 day of April, 2011.

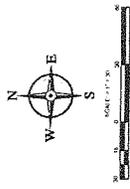


Tammy Rowan  
Notary Public in and for the State of Texas

**This application is not considered accepted by the Town until the Town Engineer or Chief Building Official has signed below.**

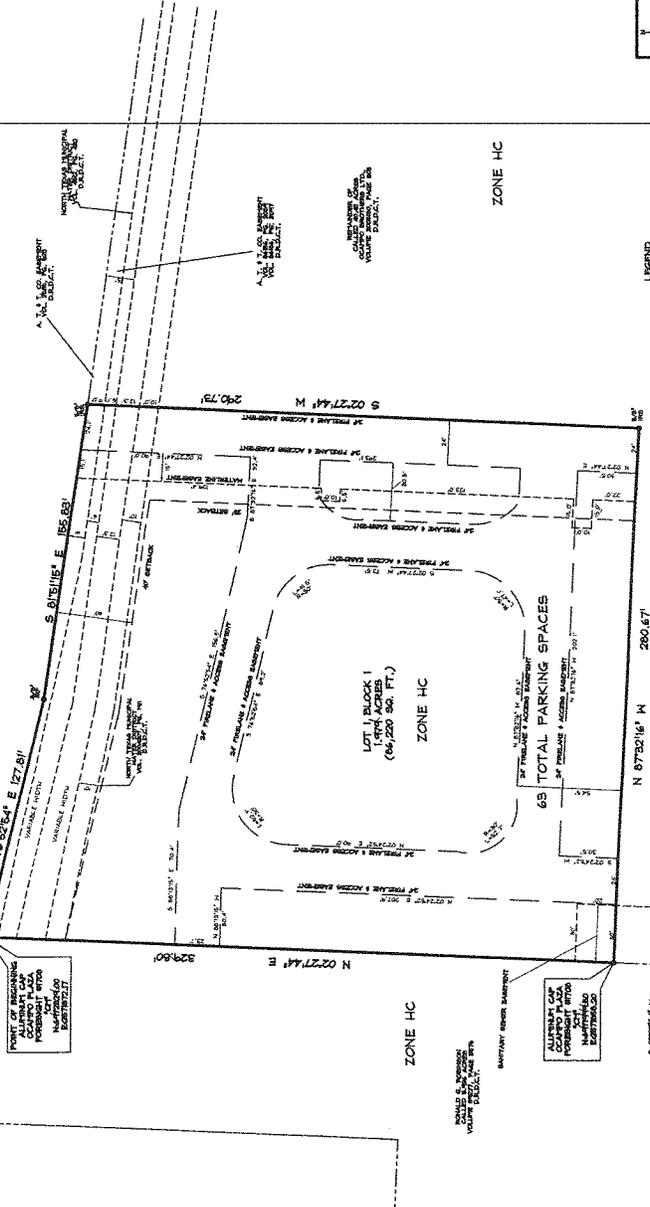
M.O. Bull  
Town Engineer

\_\_\_\_\_  
Chief Building Official

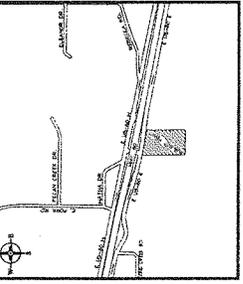


THOMAS D. COATS SURVEY,  
ABSTRACT NO. 80

HIGHWAY NO. 80  
(VARIABLE R.O.M. WIDTH)



- LEGEND**
- A-10' - CONTIGUOUS EASEMENT
  - A-15' - 15' WIDE R.O.M. SET
  - B-10' - 10' WIDE R.O.M. SET
  - B-15' - 15' WIDE R.O.M. SET
  - C-10' - 10' WIDE R.O.M. SET
  - D-10' - 10' WIDE R.O.M. SET
  - E-10' - 10' WIDE R.O.M. SET
  - F-10' - 10' WIDE R.O.M. SET
  - G-10' - 10' WIDE R.O.M. SET
  - H-10' - 10' WIDE R.O.M. SET
  - I-10' - 10' WIDE R.O.M. SET
  - J-10' - 10' WIDE R.O.M. SET
  - K-10' - 10' WIDE R.O.M. SET
  - L-10' - 10' WIDE R.O.M. SET
  - M-10' - 10' WIDE R.O.M. SET
  - N-10' - 10' WIDE R.O.M. SET
  - O-10' - 10' WIDE R.O.M. SET
  - P-10' - 10' WIDE R.O.M. SET
  - Q-10' - 10' WIDE R.O.M. SET
  - R-10' - 10' WIDE R.O.M. SET
  - S-10' - 10' WIDE R.O.M. SET
  - T-10' - 10' WIDE R.O.M. SET
  - U-10' - 10' WIDE R.O.M. SET
  - V-10' - 10' WIDE R.O.M. SET
  - W-10' - 10' WIDE R.O.M. SET
  - X-10' - 10' WIDE R.O.M. SET
  - Y-10' - 10' WIDE R.O.M. SET
  - Z-10' - 10' WIDE R.O.M. SET



DATE OF RECORDING AND DATED  
TO BE RECORDED IN THE PUBLIC  
RECORDS OF TARRANT COUNTY, TEXAS  
ON THIS 15th DAY OF APRIL 2011  
BY: [Signature]

**SURVEYOR'S CERTIFICATE**  
I, [Name], Registered Professional Land Surveyor, State of Texas, No. [Number], do hereby certify that the above described survey was made by me or under my direct supervision and in accordance with the provisions of the laws of the State of Texas, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.

**RECOMMENDATION FOR APPROVAL BY THE PLANNING AND ZONING COMMISSION**  
I, [Name], Planning and Zoning Commission Member, do hereby recommend that the above described survey be approved for the purpose of subdividing the land shown on the plat for the purpose of [purpose].

**APPROVED BY THE TOWN COUNCIL OF BURNVILLE, TEXAS**  
[Signature] Town Secretary  
[Signature] Town Secretary

**APPROVED BY THE TOWN COUNCIL OF BURNVILLE, TEXAS**  
[Signature] Town Secretary  
[Signature] Town Secretary

**NOTICE**  
Notice is hereby given that the above described survey is a preliminary survey and is subject to the approval of the Planning and Zoning Commission and the Town Council of Burnville, Texas.

**NOTICE**  
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**NOTICE**  
Notice is hereby given that the above described survey is a preliminary survey and is subject to the approval of the Planning and Zoning Commission and the Town Council of Burnville, Texas.

**OWNER'S CERTIFICATE**  
I, [Name], do hereby certify that the above described survey was made by me or under my direct supervision and in accordance with the provisions of the laws of the State of Texas, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.

**RECOMMENDATION FOR APPROVAL BY THE PLANNING AND ZONING COMMISSION**  
I, [Name], Planning and Zoning Commission Member, do hereby recommend that the above described survey be approved for the purpose of subdividing the land shown on the plat for the purpose of [purpose].

**APPROVED BY THE TOWN COUNCIL OF BURNVILLE, TEXAS**  
[Signature] Town Secretary  
[Signature] Town Secretary

**APPROVED BY THE TOWN COUNCIL OF BURNVILLE, TEXAS**  
[Signature] Town Secretary  
[Signature] Town Secretary

**NOTICE**  
Notice is hereby given that the above described survey is a preliminary survey and is subject to the approval of the Planning and Zoning Commission and the Town Council of Burnville, Texas.

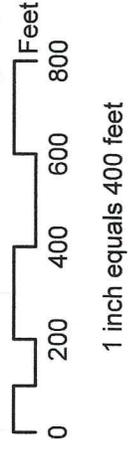
**NOTICE**  
Notice is hereby given that the above described survey is a preliminary survey and is subject to the approval of the Planning and Zoning Commission and the Town Council of Burnville, Texas.

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Notice is hereby given that the above described survey is a preliminary survey and is subject to the approval of the Planning and Zoning Commission and the Town Council of Burnville, Texas.

**FINAL PLAT**  
**OCAMPO PLAZA**  
1.974 ACRES  
ZONING HC - HIGHWAY COMMERCIAL  
located in the  
THOMAS D. COATS SURVEY, ABSTRACT NO. 80  
TOWN OF BURNVILLE, DALLAS COUNTY, TEXAS

OWNER: [Name]  
PLANNING AND ZONING COMMISSION  
TOWN OF BURNVILLE, TEXAS  
DATE: APRIL 2011

PLANNING AND ZONING COMMISSION  
TOWN OF BURNVILLE, TEXAS  
DATE: APRIL 2011



618 U.S. HIGHWAY 80





Notice of Application for Final Plat  
Town of Sunnyvale

The Town of Sunnyvale has received a request by Tommy Saterfield for approval of the Final Plat for Ocampo Plaza. The property being platted is located at 618 E. Highway 80 and is shown on the attached exhibit.

Plat Description - - Ocampo Plaza 1.979 acres located in the THOMAS D. COATS SURVEY, ABSRACT NO. 330 TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS

The Planning and Zoning Commission will hear this application on May 16 2011, and the Town Council will consider the application on May 23, 2011 or June 13 2011. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or may submit written comments at any time on or before date of the hearings.

The Final Plat application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact the development department at 972-203-4188.

If you wish to submit a written response, please fill out and return this notice as soon as possible.

I am in favor of the Final Plat

I am opposed to the Final Plat

Explanation:

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Signature:

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Printed Name:

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Address:

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Date:

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## STAFF REPORT

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DATE: May 12, 2011  
TO: Planning & Zoning Commission  
FROM: Community Development Department  
SUBJECT: Ocampo Plaza, Lot 1, Block 1  
File No. 1269  
PAGES: 1

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Ocampo Brothers, Ltd. has made application for final plat for the subject project. The project which is a restaurant called Bull's Pen Café is located at 618 E Hwy 80, south side near East Fork overpass. The final plat consist of a one lot 1.98 acres in size. The preliminary plat was approved by Town Council on November 9, 2009. All public infrastructure has been installed, inspected and accepted by the Town. The only item that remains to be completed is installation of two Town required corner monuments.

Based on staff's review, the final plat conforms to the platting requirements of the Town. Staff is recommending approval of the final plat with the owner's understanding that the plat will not be filed of record nor Certificate of Occupancy issued until the two corner monuments are set.

Marc Bentley, P.E.  
Town Engineer



## STAFF REPORT

DATE: May 18, 2011  
 TO: Town Council  
 FROM: Community Development Department  
 SUBJECT: Robertson Medical Office, Block A, Lot 1  
 File No. 1270  
 PAGES: 1

Abdullah Adham has made application for preliminary plat and site plan for the subject project. The property is located at 330 Town East Blvd. approximately 430 feet east of Glenwick Drive. The project is a proposed 3,960 square foot medical office building within the LR zoning district.

On May 2, 2011, Board of Adjustment granted the following variances:

- Reduction in rear setback from 25 feet to 15 feet

There were twenty-nine (29) notices mailed and three (3) returned as of May 12, 2011. One notice was in favor, one in opposition and one returned by post office.

Staff has worked with the applicant to arrive at plats and plans that conform to Town regulations. The following are staff comments based on the drawings you have in front of you:

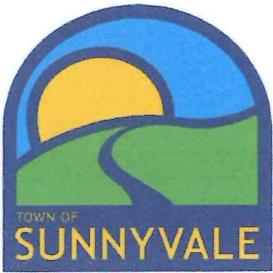
### SITE PLAN

- Revise rear setback to 15 feet
- Add note to state BOA variance granting rear setback approval & date.

Planning and Zoning Commission approved this project on May 16, 2011

We are recommending approval of the of the preliminary plat, site plan, landscape plan and building elevations subject to the above items being satisfactorily completed and final approval of the engineering plans.

Marc Bentley, P.E.  
 Town Engineer



**TOWN OF SUNNYVALE**  
 127 N Collins Road  
 Sunnyvale, Texas 75182  
 (972) 203-4188

**DEVELOPMENT APPLICATION**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Preliminary Plat   | <input type="checkbox"/> Replat                         |
| <input type="checkbox"/> Final Plat                    | <input type="checkbox"/> Amending Plat                  |
| <input type="checkbox"/> Preliminary Site/Concept Plan |   |
| <input checked="" type="checkbox"/> Landscape          | <input checked="" type="checkbox"/> Site Plan           |
| <input checked="" type="checkbox"/> Tree survey        | <input checked="" type="checkbox"/> Building Elevations |

FILE NO: 1270

**PROPERTY INFORMATION**

|  |                 |  |  |
|--|-----------------|--|--|
| Addition Name:<br>Robertson Medical Office |                 | Address/Location:<br>330 Town East Blvd  |  |
| Lot(s):<br>1                               | Block:<br>A     | Current Zoning:<br>Local Retail District |  |
| # of Acres:<br>0.66                        | # of Lots:<br>1 | # of Units:                              |  |

**APPLICANT INFORMATION**

|                                   |               |                                   |  |
|-----------------------------------|---------------|-----------------------------------|--|
| Name:<br>Seth Kelly               |               | Company:<br>RLK Engineering       |  |
| Mailing Address:<br>111 W Main St |               |                                   |  |
| City:<br>Allen                    | State:<br>TX  | Zip:<br>75013                     |  |
| Phone:<br>972-359-1733            | Fax:<br>-1833 | Email:<br>seth@rlkengineering.com |  |

**OWNER INFORMATION**

|  |              |               |  |
|--|--------------|---------------|--|
| Name:<br>Abdullah Adham                          |              | Company:      |  |
| Mailing Address:<br>3946 South Buckner Suite 100 |              |               |  |
| City:<br>Dallas                                  | State:<br>TX | Zip:<br>75227 |  |
| Phone:<br>214-417-5494                           | Fax:         | Email:        |  |

**SITE PLAN APPLICATION SUBMITTAL REQUIREMENTS**

(Check those that apply)

- |  |                            |
|--|----------------------------|
| <input checked="" type="checkbox"/> Preliminary Plat & Checklist   | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Final Plat & Checklist                    | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Amended Plat & Checklist*                 | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Minor Plat & Checklist*                   | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Replat & Checklist*                       | 24"x36", 4 copies (folded) |
| <input type="checkbox"/> Preliminary Site/Concept Plan & Checklist | 24"x36", 4 copies (folded) |
| <input checked="" type="checkbox"/> Site Plan & Checklist          | 24"x36", 4 copies (folded) |
| <input checked="" type="checkbox"/> Landscape Plan & Checklist     | 24"x36", 4 copies (folded) |
| <input checked="" type="checkbox"/> Building Elevations            | 24"x36", 4 copies (folded) |
| <input checked="" type="checkbox"/> Photometric/Lighting           | 24"x36", 2 copies (folded) |
| <input checked="" type="checkbox"/> Tree Survey & Checklist        | 24"x36", 4 copies (folded) |
| <input checked="" type="checkbox"/> Civil Engineering Plans        | 2 Sets (rolled)            |

\*Use final plat checklist

(See Fee Schedule for all Amounts)

- |              |
|--------------|
| Fee: \$510   |
| Fee: _____   |
| Fee: \$505   |
| Fee: \$200   |
| Fee: _____   |
| Fee: \$200   |
| Fee: \$1,000 |

Total \$2,415

pd  
4-20-11

**OWNER AUTHORIZATION**

Check one of the following:

- I will represent the application myself; or
- I authorize Seth Kelly - RLK Engineering (name of applicant) to represent this application on my behalf. The named applicant shall be the principal person for responding to all requests and to attend all meetings.

I waive the statutory time limit for plat approval in accordance with Section 212.009 of the Local Government Code.

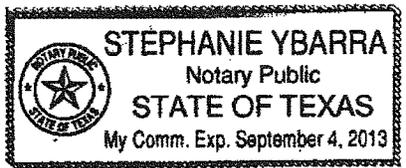
Owner's Signature: Abdallah Adham Date: 4/20/11

STATE OF TEXAS

COUNTY OF: Dallas

BEFORE ME, a Notary Public, on this day personally appeared Abdallah N. Adham the above signed, who, under oath, stated the following: "I hereby certify that I am the owner or authorized corporate representative for the purposes of this application; that all information submitted herein is true and accurate."

Subscribed and sworn to before me this 20th day of April, 2011.

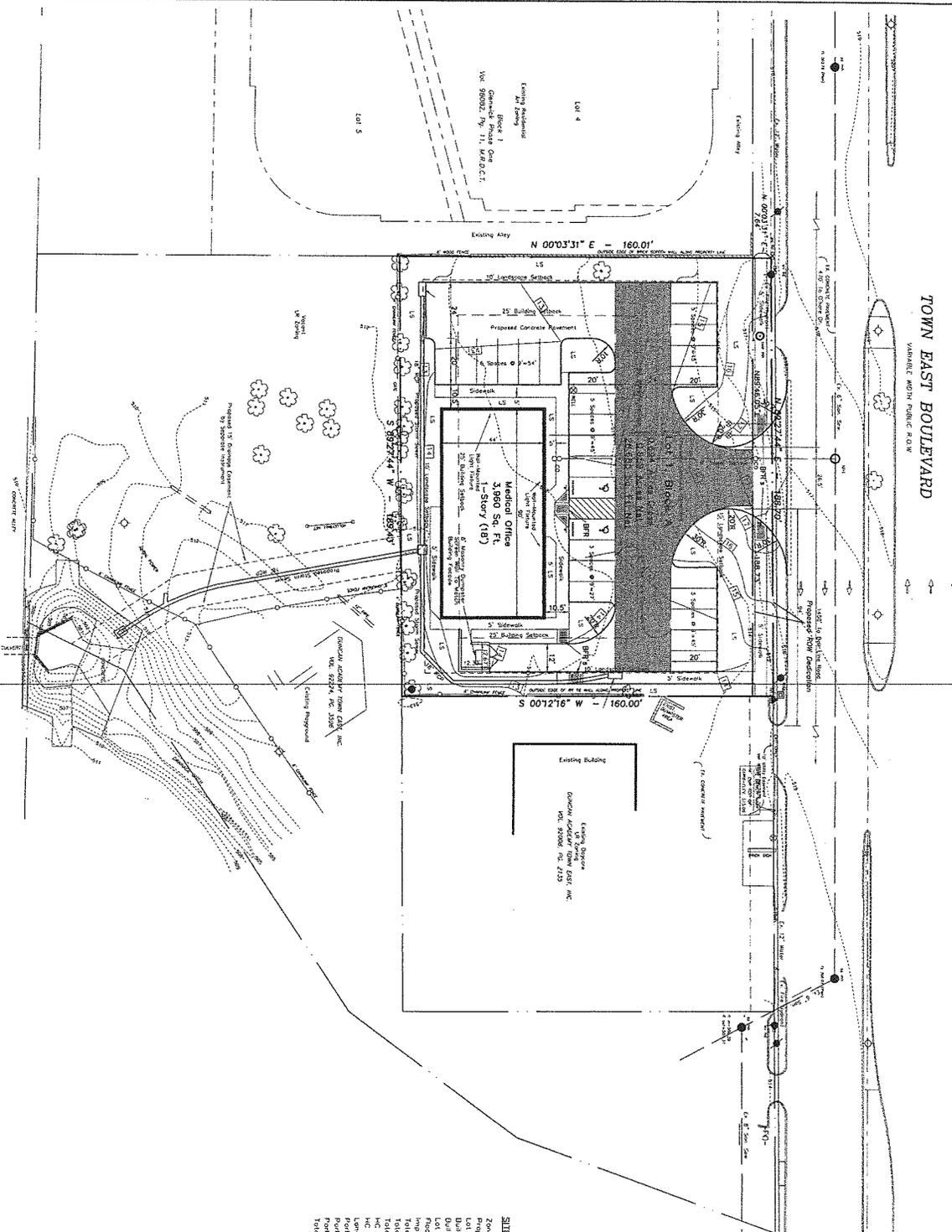


[Signature]  
Notary Public in and for the State of Texas

This application is not considered accepted by the Town until the Town Engineer or Chief Building Official has signed below.

\_\_\_\_\_  
Town Engineer

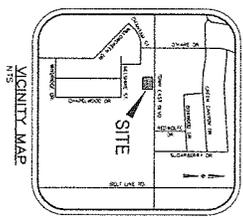
[Signature]  
Chief Building Official



TOWN EAST BOULEVARD  
VARIABLE WIDTH PUBLIC R.O.W.

**SITE DATA SUMMARY**

|   |                            |
|---|----------------------------|
| zoning                                      | Local Retail District - LR |
| Proposed Use                                | Medical Office             |
| Lot Area                                    | 0.659 Ac. Net (28,088 SF)  |
| Building Area                               | 3,980 Sq. Ft.              |
| Driveway Area                               | 1,325 Sq. Ft. (48')        |
| Lot Coverage                                | 1.32                       |
| Floor Area Ratio                            | 0.13 : 1                   |
| Impervious Area (Pavement, Sidewalk, Other) | 16,428 SF                  |
| Total Impervious Area                       | 16,428 SF                  |
| Total Parking Required                      | 20 Spaces                  |
| Total Parking Provided                      | 26 Spaces                  |
| Net Parking Provided                        | 2 Spaces                   |
| Net Parking Required                        | 2 Spaces                   |
| Landscape Butler Area Provided              | 7,260 SF                   |
| Landscape Butler Area Required              | 10,050 SF                  |
| Parking Lot Landscape Area Provided         | 1,025 SF                   |
| Total Landscape Area                        | 9,285 SF                   |



**ROBERTSON  
MEDICAL OFFICE**

Lot 1, Block A

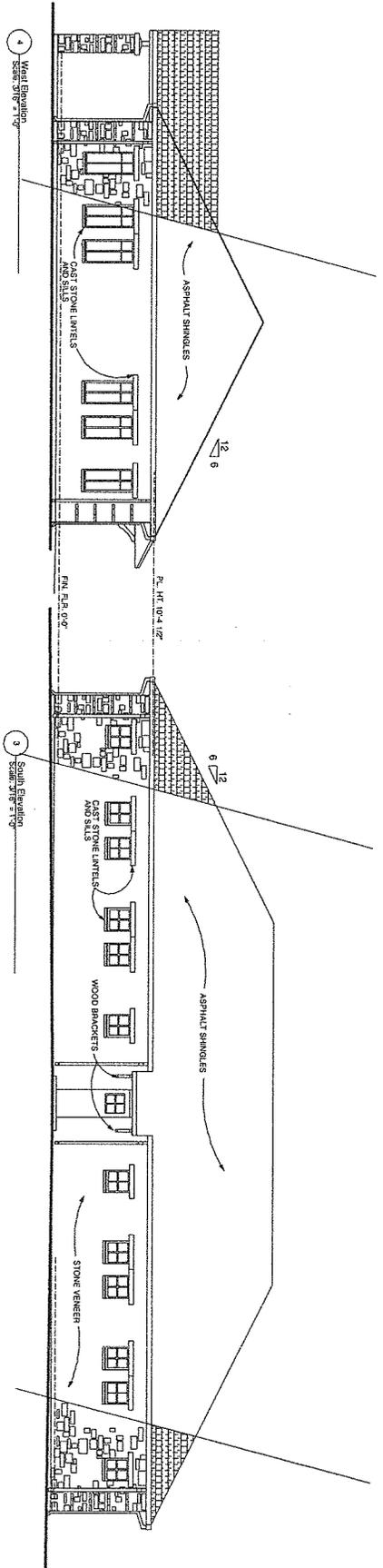
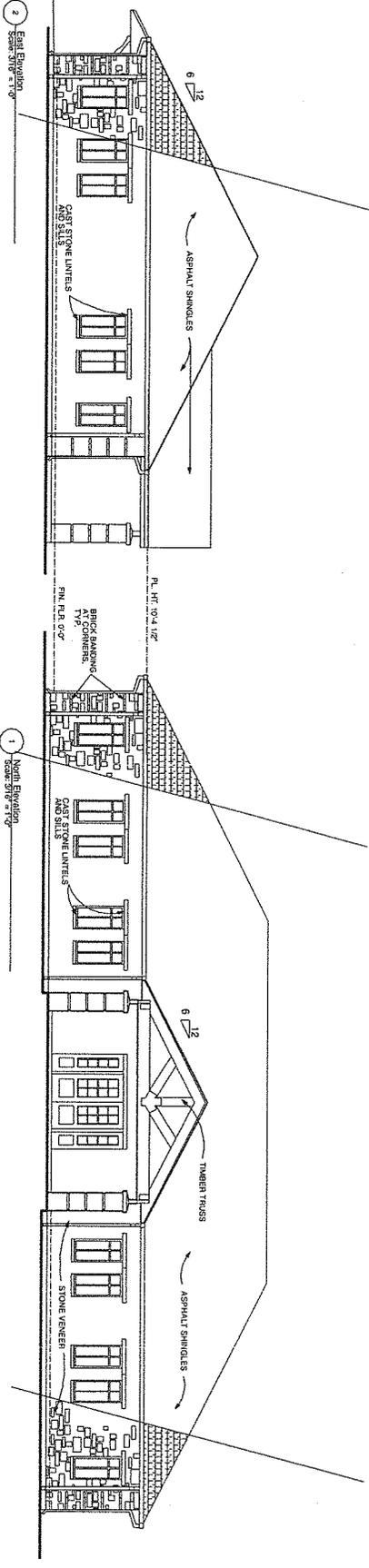
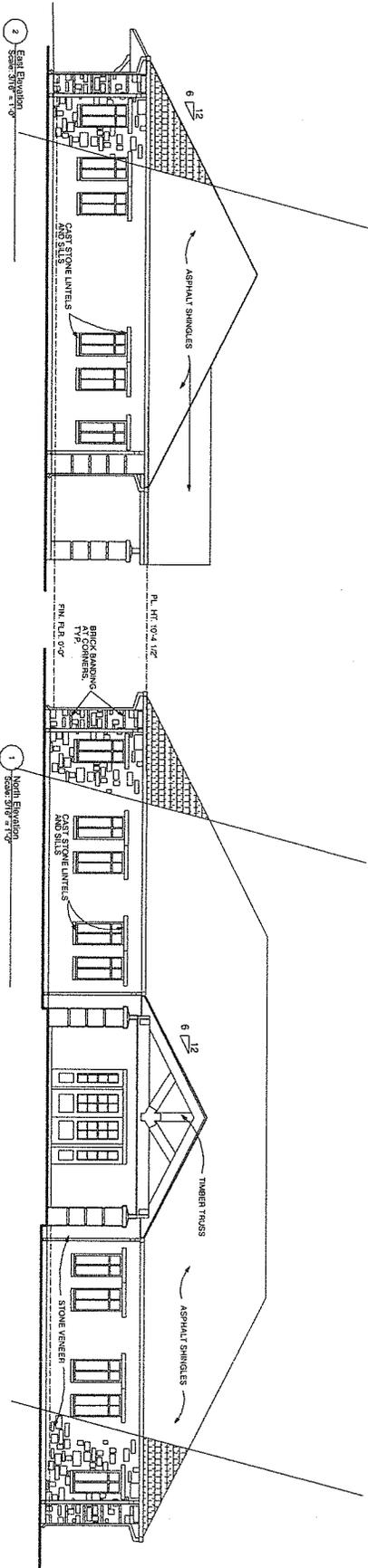
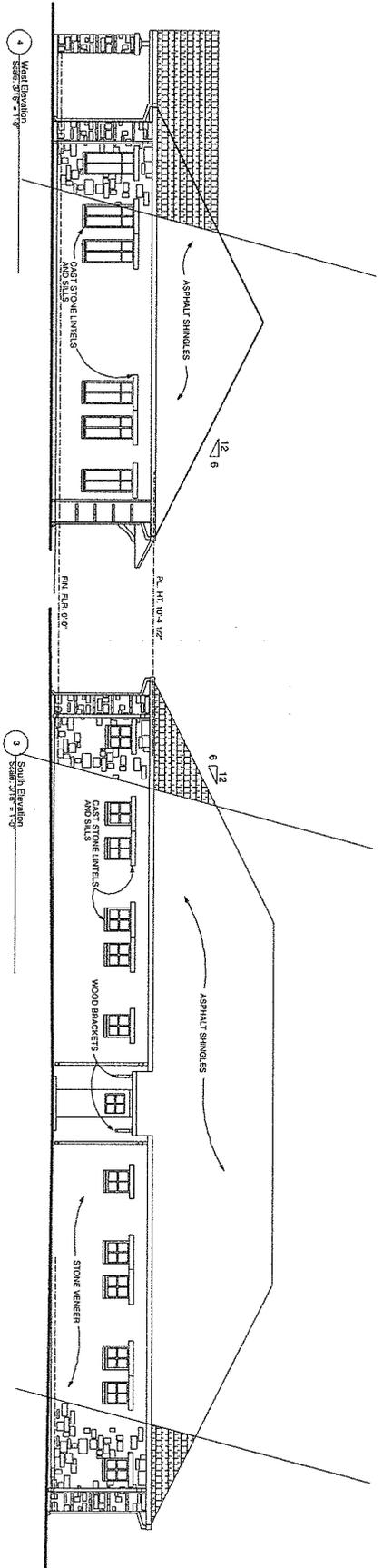
0.694 Acres Situated in The  
S.A. & M.G.R. SURVEY ~ ABST. 1400  
SUNNYVALE, DALLAS COUNTY, TEXAS

**Site:**  
Maple Ridge Center  
3946 Southaven St., Ste. 100  
Dallas, Texas 75227  
Telephone 214 417-3484

**Contractor:**  
P.K. Stadler, Inc.  
111 West Main Street  
Dallas, TX 75203  
Telephone 214 725-1133

**Subcontractor:**  
Pillum & Corson, LLC  
9535 Forest Lane, Suite 278  
Dallas, TX 75243  
Telephone 214 328-3100









**Dallas Central  
Appraisal District**  
www.dallascad.org

**DISCLAIMER**

The Dallas Central Appraisal District does not control or guarantee the accuracy, relevancy, timeliness or completeness of this data. DCAD assumes no legal responsibilities for the information represented on this map. Users should independently verify the data on this map before making any conclusions based on this data.



**Notice of Application for Preliminary Plat and site plan  
Town of Sunnyvale**

The Town of Sunnyvale has received a request by RLK Engineering for approval of a Preliminary Plat for Robertson Medical Office. The property being platted is located at 330 Town East Blvd and is shown on the attached exhibit.

Plat Description- Robertson Medical Office Lot 1, Block A, 0.694 acres situated in the S.A. & M.G.R.R. SURVEY ABSTRACT 1400 SUNNYVALE, DALLAS COUNTY, TEXAS

The Planning and Zoning Commission will hear this application on May 16, 2011 and the Town Council will consider the application on May 23, 2011 or June 13, 2011. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or may submit written comments at any time on or before date of the hearings.

The Preliminary Plat application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact the development department at 972-203-4188.

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If you wish to submit a written response, please fill out and return this notice as soon as possible.

- I am in favor of the Preliminary Plat  
 I am opposed to the Preliminary Plat

Explanation:

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Signature:

*David Mills*

Printed Name:

*David Mills, Berean Baptist Church*

Address:

*302 N. Town East Blvd.*

Date:

*5/9/11*

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**Notice of Application for Preliminary Plat and site plan  
Town of Sunnyvale**

The Town of Sunnyvale has received a request by RLK Engineering for approval of a Preliminary Plat for Robertson Medical Office. The property being platted is located at 330 Town East Blvd and is shown on the attached exhibit.

Plat Description- Robertson Medical Office Lot 1, Block A, 0.694 acres situated in the S.A. & M.G.R.R. SURVEY ABSTRACT 1400 SUNNYVALE, DALLAS COUNTY, TEXAS

The Planning and Zoning Commission will hear this application on May 16, 2011 and the Town Council will consider the application on May 23, 2011 or June 13, 2011. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or may submit written comments at any time on or before date of the hearings.

The Preliminary Plat application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact the development department at 972-203-4188.

If you wish to submit a written response, please fill out and return this notice as soon as possible.

- I am in favor of the Preliminary Plat
- I am opposed to the Preliminary Plat

Explanation: I am opposed, If the 183.7 width is correct. The plat shows to be 183.7 x 160, which would put this business into the Glenwick Estates Neighborhood. I hope this is an error. I'm in favor of this business, but not the lot size.

Signature: Stan W. McDonald  
Printed Name: Stan W. McDonald  
Address: 341 Chatham St  
Date: 5-7-11



## STAFF REPORT

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DATE: May 12, 2011  
TO: Planning & Zoning Commission  
FROM: Community Development Department  
SUBJECT: Robertson Medical Office, Block A, Lot 1  
File No. 1270  
PAGES: 1

---

Abdullah Adham has made application for preliminary plat and site plan for the subject project. The property is located at 330 Town East Blvd. approximately 430 feet east of Glenwick Drive. The project is a proposed 3,960 square foot medical office building within the LR zoning district.

On May 2, 2011, Board of Adjustment granted the following variances:

- Reduction in rear setback from 25 feet to 15 feet

There were twenty-nine (29) notices mailed and three (3) returned as of May 12, 2011. One notice was in favor, one in opposition and one returned by post office.

Staff has worked with the applicant to arrive at plats and plans that conform to Town regulations. The following are staff comments based on the drawings you have in front of you:

### SITE PLAN

- Revise rear setback to 15 feet
- Add note to state BOA variance granting rear setback approval & date.

We are recommending approval of the of the preliminary plat, site plan, landscape plan and building elevations subject to the above items being satisfactorily completed and final approval of the engineering plans.

Marc Bentley, P.E.  
Town Engineer



**Notice of Application for Preliminary Plat and site plan  
Town of Sunnyvale**

The Town of Sunnyvale has received a request by RLK Engineering for approval of a Preliminary Plat for Robertson Medical Office. The property being platted is located at 330 Town East Blvd and is shown on the attached exhibit.

Plat Description- Robertson Medical Office Lot 1, Block A, 0.694 acres situated in the S.A. & M.G.R.R. SURVEY ABSTRACT 1400 SUNNYVALE, DALLAS COUNTY, TEXAS

The Planning and Zoning Commission will hear this application on May 16, 2011 and the Town Council will consider the application on May 23, 2011 or June 13, 2011. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or may submit written comments at any time on or before date of the hearings.

The Preliminary Plat application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact the development department at 972-203-4188.

If you wish to submit a written response, please fill out and return this notice as soon as possible.

- I am in favor of the Preliminary Plat
- I am opposed to the Preliminary Plat

Explanation:

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Signature:

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Printed Name:

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Address:

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Date:

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## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 9: Resolution No. 11-11: Interlocal Agreement with Dallas County for Collection of Ad Valorem Taxes**

DATE: May 18, 2011

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Based on our last discussion, staff is recommending approval of Resolution No. 11-11, entering into an interlocal agreement with Dallas County for tax collection services. Please see the attached staff report from Kathy Dewey.



# Memo

**To:** Mayor Byrd and Councilmembers  
**From:** Kathy Dewey  
**Date:** 05/20/2011  
**Re:** Tax Collection

---

Greetings,

I have spoken with John Ames, Dallas County Tax Assessor, at length about the conversion of tax collection between our office and Dallas County Tax Office. He believes they would be able to have our conversion completed by mid-August. I am very pleased to be able to convert delinquent accounts prior to the loading of Tax Year 2011.

Tax accounts, as always, will be turned over to Linebarger, Goggan on July 1st. Since the county uses the same attorney firm, we should see nothing change in that respect for our taxpayers. I will tell you though; there are probably 4 or so taxpayers who will be unhappy with the changes due to tax arrangements with us. John has assured me, Dallas County will honor agreements we have made for collection with specific individuals.

It is my understanding, as you heard from John, there will be no conversion fees charged to the Town of Sunnyvale. Linebarger will pay the fees on our behalf since both the town and county are their customers saving us since the entire conversion will be manual data entry. Government Data Systems (GDS) will not help with the conversion electronically for less than \$20,000. Their justification is the loss of the customer and a year's revenues. Their new owner is a challenge.

Thanks for all your consideration on this matter. The school board will be meeting on May 23, 2011 with the same contract you have before you tonight.

Kathryn Dewey

**RESOLUTION NO 11-11**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE  
APPROVING THE ENTERING INTO OF AN INTERLOCAL AGREEMENT  
WITH DALLAS COUNTY, TEXAS CONCERNING PROPERTY TAX  
COLLECTION FOR THE TOWN OF SUNNYVALE, TEXAS**

WHEREAS, Dallas County and the Town of Sunnyvale desire to enter into an interlocal agreement pursuant to the authority granted by Interlocal Cooperation Act Agreement Section 791.001 et seq. of the Texas Government Code and Sections 6.23, 6.24, 6.29 and 6.30 of the Texas Property Tax Code for the purpose of increasing the efficiency and effectiveness of local governments by eliminating duplication of the costs of assessment and collection of taxes and associated administrative functions; and

WHEREAS, the interlocal agreement proposed to accomplish the foregoing purposes is attached hereto as Exhibit A (the "Contract"); and

WHEREAS, the entering into of such Contract, and the utilization of the features in accordance therewith, will promote the health, safety and general welfare of Town of Sunnyvale citizens

NOW, THEREFORE, BE IT RESOLVED by the Town Council ("Town Council") of the Town of Sunnyvale, Texas as follows:

- Section 1** That the above recitals are found to be true and correct and they are incorporated herein as findings of the Town Council for all purposes.
- Section 2** That the proposed Contract is hereby authorized and approved and the Mayor of the Town of Sunnyvale is hereby authorized, empowered and directed to execute the Contract for an on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale.
- Section 3** That Kathryn, Dewey, Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement.
- Section 4** Severability: It is hereby declared to be the intention of the Town Council that if any of the sections, paragraphs, sentences, clauses and phrases of this Resolution shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not effect any of the remaining phrases, clauses, sentences, paragraph or section

**Section 5** Compliance: The Town Council finds that all notices required by law have been given. Notice of this Resolution was posted and this Resolution was passed in accordance with the Open Meetings Act.

**Section 6** This Resolution shall take effect immediately upon its passage and approval by the Town Council and it is so RESOLVED.

PASSED, ADOPTED AND APPROVED by the Town Council of the Town of Sunnyvale, Texas, on this the 23rd day of May 2011 by a vote of \_\_\_\_\_.

\_\_\_\_\_  
David Byrd, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

EXHIBIT A

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

**PROPERTY TAX ASSESSMENT AND COLLECTION SERVICES AGREEMENT**  
**between DALLAS COUNTY, TEXAS and TOWN OF SUNNYVALE, TEXAS**

On this day, Dallas County, Texas (“County”) and the Town of Sunnyvale, Texas (“Taxing Unit”) enter into the following Interlocal Cooperation Act Agreement (“Agreement”):

**I. PURPOSE**

**Whereas**, the parties desire to eliminate duplication of the costs of assessment and collection of taxes and associated administrative functions to increase governmental efficiency; and

**Whereas**, the Taxing Unit wishes to secure the services of the County to assess, bill and collect ad valorem property taxes for the Taxing Unit and to perform related governmental and administrative functions and services; and

**Whereas**, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24, 6.29, and 6.30 of the Texas Property Tax Code, and Section 791.001 et. seq. of the Texas Government Code

**Now Therefore**, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

**II. TERM AND TERMINATION**

This Agreement shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same; such termination to be effective only if such written notice is provided to the other party on or before April 1 of the year in which the party intends for the Agreement to terminate. Such termination shall be effective September 30 following such notice.

**III. DESCRIPTION OF SERVICES**

- A. The Taxing Unit hereby authorizes and designates the Dallas County Tax Assessor/Collector as the Tax Assessor and Collector for the Taxing Unit.
- B. The Taxing Unit hereby specifically authorizes and designates Dallas County, Texas, its employees and officers to perform any and all acts authorized by law which the County deems necessary and in the best interest of the Taxing Unit in order to accomplish the services hereby agreed to be performed by the County.
- C. The County through the Dallas County Tax Assessor/Collector hereby agrees to provide the following ad valorem tax related services:

1. Calculate effective, rollback and sales tax rates within ten (10) business days of receiving all certified appraisal rolls from all applicable appraisal district(s) in accordance with the Texas Property Tax Code;
2. Establish the tax roll based on property values and exemptions certified by the applicable Appraisal District(s), and based on the tax rate and exemptions authorized by the Taxing Unit;
3. Prepare and mail all statutorily required current and delinquent tax statements, deed and supplement changes for all Taxing Unit tax accounts, as well as prepare and mail any other mailings as deemed necessary and appropriate by the Dallas County Tax Office;
4. Maintain, update and correct accounts as provided by applicable appraisal district(s);
5. Receive and deposit payment of tax monies on behalf of the Taxing Unit;
6. Disburse tax monies to the Taxing Unit daily based on prior day tax postings (and disburse the Taxing Unit's pro rata share of interest earned during any month on the investment of collected balances by the 15th business day after month end);
7. Approve and refund overpayment or erroneous payment of taxes for the Taxing Unit's governing body, pursuant to Texas Property Tax Code Sections 31.11 and 31.12, from available current tax collections of the Taxing Unit for making refunds;
8. Approve and/or reject requests for waiver of penalty and interest for a delinquent tax owed to the Taxing Unit in accordance with Texas Property Tax Code;
9. Prepare and issue Tax Certificates in accordance with Texas Property Tax Code Section 31.08;
10. Prepare and submit reports as required, pursuant to Texas Property Tax Code Section 31.10, to the Taxing Unit accounting for all taxes collected or delinquent. The County further agrees to prepare and/or provide information and reports to State agencies, auditors and other interested parties that have been designated by the Taxing Unit or required by law regarding the assessment, collection, and disbursement of ad valorem taxes;
11. The County will retain a law firm to represent itself and/or the Taxing Unit for the collection of delinquent taxes and the handling of bankruptcy and litigation. The Taxing Unit may utilize a firm different than the one selected by the County and agrees to pay the County any and all additional costs the County may incur by administering additional tax collection law firms. Such additional costs shall be determined by the County and added to the rate charged per tax account as stated

in this Agreement. To the extent permitted by law, the County in connection with any suit to recover the Taxing Unit's taxes has the right to sue in the County's own name for the use and benefit of the Taxing Unit or in the name of the Taxing Unit;

12. County will maintain off-site backup of all records.
- D. Services requested by Taxing Unit, other than those listed, may result in additional costs to be paid by the Taxing Unit to County. Prior to performing such additional services, a written amendment to this Agreement setting forth the services and charges must be executed.
- E. The County will appear, if necessary, before the applicable district court of Dallas County, to determine whether a taxpayer has complied with the prepayment of taxes requirement prior to appealing an order from the Appraisal Review Board pursuant to the Texas Property Tax Code

#### IV. EXCLUSIONS

- A. The following duties and responsibilities, without limitation, of the Taxing Unit are excluded from this Agreement:
  1. Any financial or other obligations of the Taxing Unit to the applicable Appraisal District(s);
  2. Adoption of the tax rate by the Taxing Unit and related publications;
  3. Any other obligation imposed by law or other authority upon the Taxing Unit not specifically stated in this Agreement.

#### V. LIMITATION OF LIABILITY

**County and Taxing Unit agree and acknowledge that the County's liability to the Taxing Unit for any claims or damages relating to the subject matter of this Agreement shall not exceed the cost of mailing the Taxing Unit's tax statements, which includes the cost of statements, processing and mailing. The County and Taxing Unit agree and acknowledge that County will not be liable for any other direct, special, incidental, or consequential damages and that the aforesaid costs of mailing constitute liquidated damages under this Agreement. Notwithstanding anything contained herein, the County's limitation of liability shall not extend to any claim the Taxing Unit may have hereunder with respect to a loss of public funds due to the negligence or misconduct of the County Assessor/Collector, or any other loss sustained by the Taxing unit, and which are recoverable under the County or County Assessor/Collector surety bonds.**

## VI. COOPERATION

- A. The Taxing Unit agrees to transfer to the possession and control of the County, without charge, copies of all records, in the format and/or medium in which they currently exist, that are necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. Taxing Unit agrees to inform County of tax rates, exemptions, governing body orders, and any other decision of the Taxing Unit that will impact ad valorem tax collection policy and/or procedures as soon as adopted, and no later than the last Friday of September of each year.
- B. Taxing Unit agrees to provide the County all accounts involved in the establishment of a new Public Improvement District ("PID") or any additions or deletions of an existing PID. PID rates must be adopted per \$100 of valuation as determined and certified by the applicable appraisal district(s). Each party agrees to grant the other party free and open access, at reasonable times and without charge, to whatever information is needed for the mutual performance of the terms of this Agreement.
- C. At the request of County, the Taxing Unit shall promptly assist with any open records request for information relating to this Agreement.

## VI. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

TO COUNTY:  
Dallas County Judge  
Administration Building  
411 Elm Street, 2nd Floor  
Dallas, Texas 75202

TO TAXING UNIT:  
Town Manager  
Town of Sunnyvale  
127 N. Collins Rd.  
Sunnyvale, Texas 75182

With copies to:  
Dallas County Tax Assessor/Collector  
Records Building - 1st Floor  
500 Elm St.  
Dallas, Texas 75202

## VII. PAYMENT

- A. The Taxing Unit hereby agrees to pay, and the County hereby agrees to accept for the services it renders pursuant to this Agreement the following:

1. The sum of \$1.30 per tax account billed in Dallas County and in the Taxing Unit that is appraised and/or certified by the Dallas Central Appraisal District (“DCAD”).
  2. The sum of \$2.20 per tax account billed outside of Dallas County and in the Taxing Unit that is appraised and/or certified by DCAD.
  3. The sum of \$2.95 per tax account billed outside of Dallas County and in the Taxing Unit that is **not** appraised and/or certified by DCAD.
  4. The sum of \$2.75 per tax account billed for PIDs or Special Districts that are in the Taxing Unit and appraised and/or certified by DCAD.
  5. The sum of \$2.95 per tax account billed outside of Dallas County for PIDs or Special Districts in the Taxing Unit that are **not** appraised and/or certified by DCAD.
- B. Accounts added and billed on behalf of the Taxing Unit on supplemental tax rolls shall be payable in accordance with section VII (A) of this Agreement when billed by the County
- C. The one time cost of converting the Taxing Unit’s records will be calculated by County staff and shall be paid to County by Taxing Unit in one payment within ninety (90) days of the conversion completion.
- D. To pay for the cost of assessing and collecting taxes for the Taxing Unit, the County shall deduct from current collections of the Taxing Unit by January 31st annually the cost per tax account set forth above. This shall include, but not be limited to, all accounts added through supplements to the tax collection system from the certified Tax Roll received from the applicable appraisal district(s) since certification. The Costs incurred and billed shall be paid by Taxing Unit no later than the 31st day of January each year. Payment not received by January 31st shall be subject to any late payment penalty allowed under Texas law. Any errors which overstate the costs billed shall not incur a late penalty.
- E. In the event that during the performance of this Agreement the collection fees paid to the County are less than the aggregate collection costs incurred by the County, the County, acting through its auditor, shall reevaluate the per parcel collection fee and provide written notice of same and any proposed change in the fee structure prior to March 1st of any given year.
- F. If for any reason the Taxing Unit is unable to provide the County with any necessary tax rate account or related information prior to the last Friday of September of each year, the Taxing Unit agrees to assume the entire cost for any additional delayed statements, processing and mailing as determined by Dallas County. It is understood, however, that the Taxing Unit will be charged only a pro-rated amount if another Taxing Unit is included on such billing.

- G. If the Taxing Unit requires the County to obtain an additional surety bond for the Tax Assessor/Collector, the Taxing Unit agrees to pay the premium for such bond.
- H. In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings only if the Taxing Unit, by written agreement, assumes the actual cost. This cost shall be the actual cost of providing those extra services required by the rollback or change in the tax rate and such cost shall be paid in the same manner as herein stated above established. The Taxing Unit will be charged only a pro-rated amount if another taxing unit is included on such refunds or billings.
- I. The County will also provide, at cost of service, any special requests from Taxing Unit or requirements, such as locally mandated changes that apply only to a city or school, or special district; response to natural disasters; requests for special computer reports
- J. The County agrees, except for the Dallas County School District, not to provide tax assessment and collection services to other cities and school districts on terms that are more favorable than the terms of this Agreement unless the County gives prior written notice of the terms of such tax assessment and collection agreement to the Taxing Unit and grant the Taxing Unit the right and option to amend the terms of this Agreement to equal the more favorable terms of such other agreement.
- K. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party

## **VIII. GENERAL PROVISIONS**

- A. Terminology used in the Agreement shall be defined as interpreted by the Texas Property Tax Code
- B. Compliance with Laws and Venue/Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any legal actions between the parties arising from this Agreement shall be in Dallas County, Texas. The County Tax Assessor/Collector, in the performance of his or her duties under this Agreement, shall comply with all applicable laws, statutes, or regulations relating to the performance of this Agreement and any state agency with oversight of the Tax Assessing/Collecting Profession.
- C. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal, invalid or unenforceable provision had never been incorporated.

- D. Entire Contract. This Agreement, including any and all incorporated Exhibits and attachments, constitutes the entire Agreement between the parties and supersedes any other agreement between the parties concerning the subject matter of this transaction, whether oral or written.
- E. In performing the services hereunder, the parties agree that the local law of the County shall apply to the procurement process of ancillary services and goods.
- F. Amendments. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.
- G. Default/ Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained.
- H. Counterparts, Number/ Gender and Headings. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. Relationship of Parties. County and Taxing Unit agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Taxing Unit are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Taxing Unit. Taxing Unit and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective

agents or employees in conjunction with the performance of work covered under this Agreement. Taxing Unit represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.

J. **Sovereign Immunity. This Agreement is expressly made subject to County's and Taxing Unit's sovereign immunities, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.**

**IX. SIGNATORY WARRANTY**

Each party represents that it has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement has been made by authorized representatives of each party to validly and legally bind the respective party to all terms, performances and provisions set forth in this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**COUNTY OF DALLAS TOWN OF SUNNYVALE**

\_\_\_\_\_  
By: Clay Lewis Jenkins  
Dallas County Judge

\_\_\_\_\_  
By: David Byrd,  
Mayor

**Attest:**

\_\_\_\_\_  
By: Kathryn Dewey, Town Secretary

**Recommended:**

\_\_\_\_\_  
By: John R. Ames, CTA  
Dallas County Tax Assessor/Collector

**\*Approved as to Form:**

\_\_\_\_\_  
By: Chief, Civil Division  
Assistant District Attorney

\_\_\_\_\_  
By: Sunnyvale  
Town 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).



## AGENDA ITEM SUMMARY

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TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 10 : Consider Resolution No. 11-12: Approving a Project Specific Agreement with Dallas County for Transportation Improvements to Lawson Road.**

DATE: May 19, 2011

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The attached resolution represents the required Project Specific Agreement between the Town and Dallas County for improvements to Lawson Road. As you are aware, approximately eighty percent of Lawson Road falls within our Town limits due to Kaufman and Dallas County's agreement memorializing the location of the county line. This project is funded by the Regional Transportation Council using regional toll funds, at no cost to the Town. As you can see on Attachment "C" of this agreement, the projected start of construction is fall of this year.

The improvements include concrete construction at the current width of road (two 12' lanes), adding two 6' asphalt shoulders, and appropriate drainage improvements. The county will serve as the lead agency on this project and is responsible for bidding the work, overseeing construction, and managing payments to the contractor. There will be no exchange of funds with Sunnyvale, although we will review the construction plans and specifications for the project.

**RESOLUTION NO. 11-12**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS (“TOWN”) ENTERING INTO A PROJECT SUPPLEMENTAL AGREEMENT (“PSA”) TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS WITH DALLAS COUNTY (“COUNTY”) FOR TRANSPORTATION IMPROVEMENTS ON LAWSON ROAD FROM SCYENE ROAD TO U.S. HWY 80**

**WHEREAS**, the Town and County have entered into a Master Agreement Governing Major Capital Transportation Improvement Projects, and

**WHEREAS**, the Town believes certain transportation improvements are necessary along Lawson Road between Scyene Road and U.S. Hwy 80, and

**WHEREAS**, the County has secured funding from the Regional Tollroad Reimbursement fund (RTR) of the Regional Transportation Council (RTC) in the amount of \$3,500,000 for these transportation improvements, and

**WHEREAS**, there is no local match required for these improvements, and

**WHEREAS**, Chapter 791 of the Texas Government Code and Texas Transportation Code Article 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects,

**NOW, THEREFORE, BE IT RESOLVED:**

That the Town of Sunnyvale enter into the attached Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Projects (Exhibit A) with Dallas County for the purpose of Transportation Improvements on Lawson Road MCIP Project Number 22604 from Scyene Road to U.S. Hwy 80

PASSED, APPROVED, AND ADOPTED THIS THE 23<sup>RD</sup> DAY OF MAY, 2011 BY A VOTE OF \_\_\_\_\_ AYES AND \_\_\_\_\_ NAYS.

ATTEST:

\_\_\_\_\_  
Kathryn Dewey, Town Secretary

\_\_\_\_\_  
David Byrd, Mayor

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM  
PROJECT SPECIFIC AGREEMENT  
TO THE MASTER AGREEMENT GOVERNING  
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and entered into by the Town of Sunnyvale, Texas, hereinafter called "Town", and the County of Dallas, Texas, hereinafter called "County", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on Lawson Road MCIP Project Number 22604 from Scyene Road to U.S. Highway 80, hereinafter called "Project".

**WHEREAS**, County and the State of Texas, acting by and through the Texas Department of Transportation (the State), have an agreement that the State will fund the Project in an amount of \$3,500,000.00 from the Regional Tollroad Reimbursement fund (RTR) of the Regional Transportation Council (RTC) that requires no additional funds for the local match;

**WHEREAS**, the County has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

**WHEREAS**, Chapter 791 of the Texas Government Code and Texas Transportation Code Article 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects; and

**NOW THEREFORE THIS PSA** is made by and entered into by the Town, and the County, for the mutual consideration stated herein.

**ARTICLE I.  
PROJECT SUPPLEMENTAL AGREEMENT**

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**ARTICLE II  
INCORPORATED DOCUMENTS**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2003-1315 dated July 22, 2003 and additions thereto as incorporated herein.
2. Attachment "A", Project Scoping Sheets.
3. Attachment "B", Current Cost Estimate and Funding Sources
4. Attachment "C", Project Schedule.
5. Attachment "D" Contract between the Dallas County and the State.

### **ARTICLE III** **TERM OF AGREEMENT**

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed (The "Effective Date") and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV Termination.

### **ARTICLE IV** **PROJECT DESCRIPTION**

This PSA is entered into by the parties for public transportation improvements to Lawson Road from Scyene Road to U.S. Highway 80 specifically described as a two-lane, undivided roadway with parallel drainage ditches and surfaced shoulders. This project will facilitate the movement of public transportation to benefit both the Town and County. The Town has and hereby does give its approval for expenditure of County funds for the development of completed plans, specifications and construction cost estimates in accordance with Attachment "A".

### **Article V** **FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. Town shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of Town funding for each item and obligation contained herein. County shall have no right of action against the Town as regards this PSA, specifically including any funding by Town of the Project in the event that the CITY is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the Town, as its sole

discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

**ARTICLE VI**  
**AGREEMENTS**  
**COUNTY AND TOWN DO COVENANT AND AGREE AS FOLLOWS**

1. Town and County mutually agree that the Project limits are Lawson Road MCIP Project Number 22604 from Scyene Road to U.S. Highway 80.
2. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Amenities or Utility Betterments as defined in the Master Agreement.
3. The Project may require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by County. County as Lead Agency shall be responsible for acquiring the right of way and ensuring that all utilities in apparent conflict are relocated.
4. Town shall have the right of review plans, specifications and construction methods and Town shall be included on the title sheet of the plans as a signature authority. Town shall have access to all meetings, and correspondence pertinent to the construction of this Project.

**ARTICLE VII**  
**TOWN COVENANTS AND AGREES AS FOLLOWS**

1. To execute the necessary agreements for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. This PSA is Town approval of the preferred alignment, proposed estimated budget and funding as shown in the Current Cost Estimates and Funding Sources, Attachment "B".
3. If the Town requests County to add relocation or adjustment of Town Utilities or Utility Betterments, as defined in the Master Agreement, Town covenants and agrees that it will pay 100% of the costs of these additions.
4. After the completion of the Project, Town will be responsible for all future maintenance without cost or contribution from the County.

**ARTICLE VIII.**  
**COUNTY COVENANTS AND AGREES AS FOLLOWS**

1. County shall be the Lead Agency for the Project.

2. County will provide project management of the Project from commencement of planning to completion of construction.
3. To advertise the Project with Town funded items as optional bid items.

**ARTICLE IX.**  
**FUNDING**

1. County and Town mutually agree to administer funding for the entire project to the extent that all funds are furnished by the State in an amount not-to-exceed Three Million Five Hundred Thousand Dollars and no cents (\$3,500,000.00). Neither the Town nor the County will be responsible for costs in excess of the funds furnished by the State.
2. 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.
3. Town and County agree that Town, in addition to the above listed Project costs, shall pay 100% of each item requested to be added by the Town and the County shall pay 100% of each item requested to be added by the County.

**ARTICLE X**  
**MISCELLANEOUS**

1. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of TOWN and COUNTY that any entity other than TOWN or COUNTY receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
2. **Applicable Law.** This PSA is and shall be expressly subject to the Sovereign Immunity of COUNTY and Governmental Immunity of TOWN, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either TOWN or COUNTY shall be in Dallas County, Texas.
3. **Notice.** Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered addressed as follows:

To County:                      County of Dallas  
   Director of Public Works  
   Dallas County Administration Building  
   411 Elm Street, Fourth Floor  
   Dallas County, Texas 75202-3389

To Town:                   Town of Sunnyvale  
                                  Mr. Mark Bland  
                                  Director of Public Works  
                                  127 North Collins Road  
                                  Sunnyvale, Texas 75182

Either party may change its address for notice by giving the other party notice thereof.

4. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
5. **Binding Agreement; Parties Bound.** This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
6. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
7. **Number and Gender.** Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
8. **Effective Date.** This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
9. **Counterparts.** This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. **Severability.** If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
11. **Entire Agreement.** This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
12. **Contingent.** This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution Town Council. This PSA is also contingent upon an executed Agreement between Dallas County and the State. If the Agreement between Dallas County and the State terminates, this PSA shall terminate as well.

The Town of Sunnyvale, State of Texas, has executed the Agreement pursuant to duly authorized Town Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 2011.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**TOWN OF SUNNYVALE**

**COUNTY OF DALLAS**

BY \_\_\_\_\_  
Title

BY \_\_\_\_\_  
Clay Lewis Jenkins, County Judge

ATTEST:

APPROVED AS TO FORM\*:

\_\_\_\_\_  
Town Secretary \ Attorney

  
\_\_\_\_\_  
Gordon Hikel, Chief, Civil Section  
District Attorney's Office

\*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).

22604 PSA Sunnyvale

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road  
MCIP Project # 22604**

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#### SPECIFIC R.O.W. ALIGNMENT DESCRIPTION

City Council approves of the Financing, Construction or Improvement on Lawson Road beginning at Scyene Road and ending at US 80, with an approximate width of 24' travel way with 6' wide shoulders within 100' of existing right of way or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

---

|                                |                                       |
|--------------------------------|---------------------------------------|
| LEAD AGENCY:                   | Dallas County Public Works            |
| LEAD AGENCY'S PROJECT MANAGER: | Lloyd Denman, P.E.                    |
| CONTACT INFORMATION:           | (214) 653-6421                        |
| PROJECT LIMITS:                | Lawson Road from Scyene Road to US 80 |
| PROJECT LENGTH:                | 8320' or 1.58 miles                   |

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#### PAVEMENT AND ALIGNMENT TOPICS

##### PAVEMENT SECTION

PAVING DESIGN CRITERIA

Dallas County

ROW WIDTH:

Existing: 100'

Proposed: 100'

PAVEMENT WIDTH:

Existing: 2 - 12' lanes asphalt with no shoulders

Proposed: 2 - 12' lanes concrete with 6' shoulders

No. of lanes proposed: 2

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road  
MCIP Project # 22604**

#### PAVEMENT CROSSFALL:

PROPOSED   
MINIMUM   
MAXIMUM

#### MEDIANS

MEDIAN WIDTH

ANY MID BLOCK OPENINGS TO CONSIDER?  YES  NO

ANY SIDE STREETS TOO CLOSE FOR OPENING?  YES  NO

STANDARD TURN LANE WIDTH

STANDARD NOSE WIDTH

#### PARKWAY:

Proposed Width

Proposed Sidewalk Width

Parkway cross fall slope maximum

#### GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed?  YES  NO

Any deep cuts, high fills?  YES  NO

#### VERTICAL GRADE:

MINIMUM

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

MAXIMUM

4%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW?  YES  NO

OFFSET FROM CENTER?  YES  NO If yes, distance?

ON BRAND NEW ALIGNMENT?  YES  NO

LEFT TURN LANES:  YES  NO

If yes, are left turn lanes designated or continuous?  DESIGNATED  CONTINUOUS

MINIMUM LENGTH:

MINIMUM STORAGE:

WIDTH:

ANY DUAL LEFT TURN LANES?  YES  NO

ANY FREE RIGHT TURN LANES?  YES  NO

CRASH CUSHIONS/ATTENUATORS INVOLVED?  YES  NO

RAILROAD CROSSINGS INVOLVED?  YES  NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?  
 YES  NO  N/A

### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD

BUS AND HEAVY TRUCK TRAFFIC?  YES  NO

ROADWAY CLASSIFICATION

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road  
MCIP Project # 22604**

MINIMUM PAVEMENT STRUCTURE THICKNESS:

8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS:

8"

DESIGN SPEED

45

POSTED SPEED

40

#### DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%)

8%

MAXIMUM COMMERCIAL GRADE (%)

10%

MINIMUM COMMERCIAL DRIVEWAY WIDTH

30'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM

WB-67

PAVEMENT THICKNESS

Main Lane

COMMERCIAL DRIVEWAY THICKNESS

Main Lane

#### DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TxDOT

CITY

HYDRO-35

TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS)

N/A

MINIMUM COVER FOR LATERALS

N/A

BRIDGES/BOX CULVERTS INVOLVED?  YES  NO

If yes, specify involvement:  BRIDGE(S)  BOX CULVERT(S)

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road  
MCIP Project # 22604**

100 YEAR FLOOD PLAIN CONSIDERATION?  YES  NO

If yes, how many feet of freeboard are required?

### PERMITS

COE 404 PERMITS NEEDED  YES  NO

TCEQ PERMIT  YES  NO

CDC PERMIT  YES  NO

EIS  YES  NO

ADA PERMIT  YES  NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,  
DART, ETC.?  YES  NO

If yes, please document below:

UPRR ROW agreement, RTC AND RTR funding agreement, Sunnyvale PSA, Mesquite PSA

### UTILITIES

LIST OF ALL KNOWN UTILITIES:

ATMOS ENERGY (GAS), ONCOR ELECTRIC, DALLAS WATER UTILITIES, PHONE, CABLE

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve  
Stations) FOR OUR UTILITY PARTNERS:

Overhead Transmission line crossings, buried high pressure gas crossings, Atmos gas valve  
station, buried cable, DWU Transmission crossing

ARE UTILITIES ON EXISTING STREET R.O.W.?  YES  NO

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road**  
**MCIP Project # 22604**

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES       NO

If yes, please describe below:

TXU electric easement, DWU pipeline easement, Atmos pipeline easements

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES       NO

ANY UNUSUAL CONSIDERATIONS?       YES       NO

If yes, please document below:

Multiple high pressure gas crossings

### R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:       YES       NO

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES?       YES       NO

If yes, please define below:

ANY NON-CONFORMING ISSUES?       YES       NO

R.O.W. MAP NEEDED?       YES       NO

FIELD NOTES NEEDED?       YES       NO

R.O.W. PLATS NEEDED?       YES       NO

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

- RELOCATION ASSISTANCE INVOLVED?  YES  NO
- PARKING/LOSS OF PARKING CONSIDERATIONS?  YES  NO
- HISTORICAL SITE CONSIDERATION?  YES  NO

### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED?

Dallas County

ORDER OF PRECEDENCE OF STANDARDS

City of Sunnyvale, TxDOT

- AUXILIARY LANES?  YES  NO
- PROVISIONS FOR FUTURE WIDENING?  YES  NO
- LANDSCAPING?  YES  NO
- EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?  YES  NO
- STAMPED/COLORED CONCRETE?  YES  NO
- IRRIGATION?  YES  NO
- BRICK PAVERS?  YES  NO

If yes, please define location(s):

- STREET LIGHTING?  YES  NO
- TRAFFIC SIGNALS?  YES  NO
- PAVEMENT MARKINGS?  YES  NO
- BIKE LANES (EXTRA WIDTH)?  YES  NO If yes, specify width:

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

NEW SIDEWALKS?  YES  NO

BUS TURNOUTS?  YES  NO

BUS STOPS OR BUS SHELTERS?  YES  NO

WATER UTILITY BETTERMENTS?  YES  NO

WATER UTILITY RELOC.?  YES  NO

SAN. SEWER BETTERMENTS?  YES  NO

SAN. SEWER RELOC.?  YES  NO

RETAINING WALLS?  YES  NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

SOD, SEEDING, TOPSOIL?

SOD  SEEDING  TOPSOIL  OTHER:

DRAINAGE IMPROVEMENTS?  YES  NO

RR CROSSING IMPROVEMENTS?  YES  NO  N/A

GRADE SEPARATIONS?  YES  NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES?  YES  NO

If yes, please specify facility(ies) below:

North limit of Lawson Road project intersects US 80 access road

# **ATTACHMENT "A"**

## **Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects**

### **PROJECT SCOPING SHEETS**

**Project Name: Lawson Road  
MCIP Project # 22604**

### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION?  YES  NO

If yes, please list the special consideration(s) below:

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED?  YES  NO

NEIGHBORHOOD MEETING, REQUIRED?  YES  NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?

YES  NO  N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?

CITY  COUNTY  N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

COUNTY Design Staff met with adjacent property owners on-site to discuss project design.

### **CONSTRUCTIBILITY REPORT**

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT  
PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR  
THE SAFETY OF PROJECT?

Close coordination with UPRR required. UPRR contact is Mr. Steven W. Martchenke  
Phone (817) 353-7625 or e-mail [SWMartch@UP.com](mailto:SWMartch@UP.com)

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road  
MCIP Project # 22604**

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#### SPECIFIC R.O.W. ALIGNMENT DESCRIPTION

City Council approves of the Financing, Construction or Improvement on Lawson Road beginning at Scyene Road and ending at US 80, with an approximate width of 24' travel way with 6' wide shoulders within 100' of existing right of way or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

---

|                                |                                       |
|--------------------------------|---------------------------------------|
| LEAD AGENCY:                   | Dallas County Public Works            |
| LEAD AGENCY'S PROJECT MANAGER: | Lloyd Denman, P.E.                    |
| CONTACT INFORMATION:           | (214) 653-6421                        |
| PROJECT LIMITS:                | Lawson Road from Scyene Road to US 80 |
| PROJECT LENGTH:                | 8320' or 1.58 miles                   |

---

### PAVEMENT AND ALIGNMENT TOPICS

#### PAVEMENT SECTION

PAVING DESIGN CRITERIA

Dallas County

ROW WIDTH:

Existing: 100'

Proposed: 100'

PAVEMENT WIDTH:

Existing: 2 - 12' lanes with no shoulders

Proposed: 2 - 12' lanes with 6' shoulders

No. of lanes proposed: 2

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

#### PAVEMENT CROSSFALL:

|          |               |
|----------|---------------|
| PROPOSED | 2% Main Lanes |
| MINIMUM  | 1%            |
| MAXIMUM  | 4% Shoulders  |

#### MEDIANS

MEDIAN WIDTH

ANY MID BLOCK OPENINGS TO CONSIDER?  YES  NO

ANY SIDE STREETS TOO CLOSE FOR OPENING?  YES  NO

STANDARD TURN LANE WIDTH

STANDARD NOSE WIDTH

#### PARKWAY:

Proposed Width

Proposed Sidewalk Width

Parkway cross fall slope maximum

#### GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed?  YES  NO

Any deep cuts, high fills?  YES  NO

#### VERTICAL GRADE:

MINIMUM

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

MAXIMUM

4%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW?  YES  NO

OFFSET FROM CENTER?  YES  NO If yes, distance?

ON BRAND NEW ALIGNMENT?  YES  NO

LEFT TURN LANES:  YES  NO

If yes, are left turn lanes designated or continuous?  DESIGNATED  CONTINUOUS

MINIMUM LENGTH:

MINIMUM STORAGE:

WIDTH:

ANY DUAL LEFT TURN LANES?  YES  NO

ANY FREE RIGHT TURN LANES?  YES  NO

CRASH CUSHIONS/ATTENUATORS INVOLVED?  YES  NO

RAILROAD CROSSINGS INVOLVED?  YES  NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?  
 YES  NO  N/A

### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD

BUS AND HEAVY TRUCK TRAFFIC?  YES  NO

ROADWAY CLASSIFICATION

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

MINIMUM PAVEMENT STRUCTURE THICKNESS:

8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS:

8"

DESIGN SPEED

45

POSTED SPEED

40

#### DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%)

8%

MAXIMUM COMMERCIAL GRADE (%)

10%

MINIMUM COMMERCIAL DRIVEWAY WIDTH

30'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM

WB-67

PAVEMENT THICKNESS

Main Lane

COMMERCIAL DRIVEWAY THICKNESS

Main Lane

#### DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TxDOT

CITY

HYDRO-35

TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS)

N/A

MINIMUM COVER FOR LATERALS

N/A

BRIDGES/BOX CULVERTS INVOLVED?  YES  NO

If yes, specify involvement:  BRIDGE(S)  BOX CULVERT(S)

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

100 YEAR FLOOD PLAIN CONSIDERATION?  YES  NO

If yes, how many feet of freeboard are required?

### PERMITS

COE 404 PERMITS NEEDED  YES  NO

TCEQ PERMIT  YES  NO

CDC PERMIT  YES  NO

EIS  YES  NO

ADA PERMIT  YES  NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,  
DART, ETC.?  YES  NO

If yes, please document below:

UPRR ROW agreement, RTC AND RTR funding agreement, Sunnyvale PSA, Mesquite PSA

### UTILITIES

LIST OF ALL KNOWN UTILITIES:

ATMOS ENERGY (GAS), ONCOR ELECTRIC, DALLAS WATER UTILITIES, PHONE, CABLE

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve  
Stations) FOR OUR UTILITY PARTNERS:

Overhead Transmission line crossings, buried high pressure gas crossings, Atmos gas valve  
station, buried cable, DWU Transmission crossing

ARE UTILITIES ON EXISTING STREET R.O.W.?  YES  NO

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road  
MCIP Project # 22604**

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES       NO

If yes, please describe below:

TXU electric easement, DWU pipeline easement, Atmos pipeline easements

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES       NO

ANY UNUSUAL CONSIDERATIONS?       YES       NO

If yes, please document below:

Multiple high pressure gas crossings

### R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:       YES       NO

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES?       YES       NO

If yes, please define below:

ANY NON-CONFORMING ISSUES?       YES       NO

R.O.W. MAP NEEDED?       YES       NO

FIELD NOTES NEEDED?       YES       NO

R.O.W. PLATS NEEDED?       YES       NO

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Lawson Road  
MCIP Project # 22604**

- RELOCATION ASSISTANCE INVOLVED?  YES  NO
- PARKING/LOSS OF PARKING CONSIDERATIONS?  YES  NO
- HISTORICAL SITE CONSIDERATION?  YES  NO

### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED?

Dallas County

ORDER OF PRECEDENCE OF STANDARDS

City of Sunnyvale, TxDOT

- AUXILIARY LANES?  YES  NO
- PROVISIONS FOR FUTURE WIDENING?  YES  NO
- LANDSCAPING?  YES  NO
- EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?  YES  NO
- STAMPED/COLORED CONCRETE?  YES  NO
- IRRIGATION?  YES  NO
- BRICK PAVERS?  YES  NO

If yes, please define location(s):

STREET LIGHTING?  YES  NO

TRAFFIC SIGNALS?  YES  NO

PAVEMENT MARKINGS?  YES  NO

BIKE LANES (EXTRA WIDTH)?  YES  NO If yes, specify width:

# ATTACHMENT "A"

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

Project Name: Lawson Road  
MCIP Project # 22604

NEW SIDEWALKS?  YES  NO

BUS TURNOUTS?  YES  NO

BUS STOPS OR BUS SHELTERS?  YES  NO

WATER UTILITY BETTERMENTS?  YES  NO

WATER UTILITY RELOC.?  YES  NO

SAN. SEWER BETTERMENTS?  YES  NO

SAN. SEWER RELOC.?  YES  NO

RETAINING WALLS?  YES  NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

SOD, SEEDING, TOPSOIL?

SOD  SEEDING  TOPSOIL  OTHER:

DRAINAGE IMPROVEMENTS?  YES  NO

RR CROSSING IMPROVEMENTS?  YES  NO  N/A

GRADE SEPARATIONS?  YES  NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES?  YES  NO

If yes, please specify facility(ies) below:

North limit of Lawson Road project intersects US 80 access road

# **ATTACHMENT "A"**

## **Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects**

### **PROJECT SCOPING SHEETS**

**Project Name: Lawson Road  
MCIP Project # 22604**

### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION?  YES  NO

If yes, please list the special consideration(s) below:

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED?  YES  NO

NEIGHBORHOOD MEETING, REQUIRED?  YES  NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?

YES  NO  N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?

CITY  COUNTY  N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

COUNTY Design Staff met with adjacent property owners on-site to discuss project design.

### **CONSTRUCTIBILITY REPORT**

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT  
PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR  
THE SAFETY OF PROJECT?

Close coordination with UPRR required. UPRR contact is Mr. Steven W. Martchenke  
Phone (817) 353-7625 or e-mail [SWMartch@UP.com](mailto:SWMartch@UP.com)

# **ATTACHMENT "B"**

## **Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects CURRENT COST ESTIMATE AND FUNDING SOURCES**

**Project Name: Lawson Road  
MCIP Project # 22604**

---

For **CSJ# 0918-11-073**, the State will pay **\$3,500,000.00** from the SH 121 subaccount (RTR funds) for Lawson Road from Scyene Road to US 80 to rebuild the roadway. The local government shall pay a required **local match of \$0.00**.

|  |             |
|--|-------------|
| Design Cost (including survey, geotech, SUE) | \$ 400,000  |
| Costruction Cost (including inspection)      | \$3,100,000 |
| Total RTR Budgeted Cost                      | \$3,500,000 |

# **ATTACHMENT "C"**

## **Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects**

### **PROJECT SCHEDULE**

**Project Name: Lawson Road  
MCIP Project # 22604**

- 
- NCTCOG Regional Transportation Council approves use of RTR funds not to exceed \$3,500,000 to reconstruct Lawson Road. Feb. 2010
  - RTR agreement completed May 2011
  - Project design completed May 2011
  - Start Construction Fall 2011
  - Complete Construction Fall 2012



## AGENDA ITEM SUMMARY

---

TO: Town Council

FROM: Scott Campbell, Town Manager SC

RE: **ITEM # 11: Consideration of Professional Services Agreement with Freeman-Millican, Inc. for Design of Elevated Water Storage Tank.**

DATE: May 19, 2011

---

As we discussed at the time of the debt sale for the water tower, staff recommends engaging our consultant engineer for the design/specifications of the water tower only. The Town Engineer will design and prepare specifications for the associated distribution lines for the project. We have therefore requested a proposed service contract from our consultant engineer for the water tower design and specs. As you can see, Freeman-Millican Inc. has proposed this work at a cost of \$119,000. This is well within our estimated engineering costs for the project.

Monday night we will discuss a proposed timeline for the project.

## CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the Town of Sunnyvale, hereinafter called "TOWN", acting by and through **Scott Campbell, Town Manager**, duly authorized to act on behalf of the TOWN and **Freeman-Millican, Inc.**, acting by and through **Terry Millican, P.E.** authorized to so act on behalf of the ENGINEER.

WHEREAS, the TOWN desires PROFESSIONAL engineering services in connection with the **Barnes Bridge Elevated Water Storage Tank** for the Town of Sunnyvale, hereinafter called "the PROJECT"; and

WHEREAS, the TOWN has determined that the ENGINEER has experience in the area involved in the Project and is qualified to perform the work, and the ENGINEER is willing to enter into a contract with the TOWN to perform the engineering services desired by the TOWN in connection with the PROJECT.

THE TOWN AND ENGINEER AGREE AS FOLLOWS:

The TOWN hereby retains the ENGINEER to perform engineering services in connection with the PROJECT described as follows: Site Plan layout and design of elevated water storage tank.

### **1. SCOPE OF SERVICES**

The scope of engineering services to be performed by the ENGINEER are as follows. Also see attached proposal from Engineer.

#### **1.1 Preliminary Phase:**

For the Preliminary Phase of the Project, Engineer shall:

- A. Arrange and attend preliminary conferences with interested parties regarding the project including, but not limited to, the various utility services of the Town, including but not limited to Atmos Energy, ONCOR Electric, AT&T, Dallas Water Utilities and North Texas Municipal Water District, as necessary to complete the preliminary design.
- B. Review previously prepared construction plans, land records, or other pertinent documents on file in the Engineering Department of the Town and other appropriate agencies.
- C. Prepare a project layout sheet showing preliminary alignment, general utility and drainage structure locations, property lines and owners and submit in Town approved AutoCAD format as well as a hard copy.
- D. Prepare a preliminary engineering report for the project in sufficient detail to indicate generally the problems involved and alternate solutions available to

the Town. The report shall contain schematic layouts, sketches, or conceptual design criteria with appropriate exhibits, all in sufficient detail to indicate clearly the considerations involved including, but not limited to, construction cost, existing and proposed rights-of-way or easements, constructability, significant stands of trees or other natural features, floodplain locations, Town and franchise utility locations, investigation and analysis of all federal and state permits, and maintenance of traffic flow or other Town services during construction. The report shall also include opinions of probable costs for the project and the recommendations of the Engineer. Include in the preliminary engineering report, a preliminary drainage area map showing drainage areas, run-off coefficients in accordance with the type of Town zoning, major points of concentration, size of area in acres, and the calculated quantity of run-off at each point of concentration in cubic feet per second.

- E. Furnish the Town two (2) copies of the preliminary data, including preliminary layouts and cost estimates.
- F. Recommend a final alternative for the design phase. Following the submittal of the preliminary engineering report, a plan review conference will be held to discuss and review the report. The Engineer will make necessary corrections and revisions resulting from the plan review conference and submit two (2) sets of Preliminary Plans to the Town for review for substantial completion.

### **1.2 *Surveying Phase for Design and Construction:***

Town shall provide Engineer with survey data.

### **1.3 *Design Phase:***

For the design phase of the project, Engineer shall:

- A. Establish the scope of any soil foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required for a proper design of the project and arrange for such work to be done, after approval by the Town, at the Town's expense.
- B. Prepare all permit applications for other agencies required to complete the project and furnish to the Town for final execution. The stated permits would be for any local, state, and federal agencies affected by the project.
- C. Prepare detailed specifications and contract drawings for the project. This may include, but shall not be limited to, separate sheets for the following:

Title Sheet with Index and Project Location

Project Layout

Map indicating all existing and proposed R.O.W. & prepare a right-of-way deed map showing the existing right-of-way, lot numbers, subdivision names,

volume and page of recorded instruments, street names, and existing proposed rights-of-way and easements easements for the project.

Project Site Plan

Water tower detail plans

Electrical Plans

SCADA Plans

Bid Item Quantities listed by sheet number and project total

Storm Water Pollution Prevention or Erosion Control Plans

Water Line Plan; and Profile (12" or larger)

Drainage Area Map

Run-off Computations

Storm Sewer Plan & Profile

Culvert Layouts (Plan & Profile)

Drainage Details

Technical Specifications and/or Special Provisions for the project

All Construction Details

All other necessary plans to complete project

All contract drawings shall be submitted on 24" x 36" ('D' size) blackline prints and in Town approved AutoCAD format.

- D. During development of specifications the Engineer shall place primary reliance on the Standard Specifications for Public Works Construction -North Central Texas - issued by the North Central Texas Council of Governments, and the Town's addendum thereto. During development of contract drawings, the Engineer shall place primary reliance on Town approved standard drawings. The Engineer shall develop the specifications and contract drawings in accordance with all Federal, State, or Town specifications or regulations.
- E. Submit two (2) sets of preliminary plans to the Town.
- F. Prepare and Include Storm Water Pollution Prevention Plan (SWPPP) in accordance with the "Storm Water Quality Best Management Practices for Construction Activities" Manual as distributed by the North Central Texas Council of Governments.
- G. Revise and resubmit copies as needed upon review and comment by the Town.
- H. Prepare a detailed Opinion of Probable Cost.
- I. Prepare and furnish to the Town twenty (20) full size prints of plans, specifications and contract documents upon approval of said documents. Engineer shall also include five (5) sets of half sized construction plans.

- J. Attend Pre-Bid and Pre-Construction Conferences and assist the Town as needed to interpret, clarify, or expand the bid documents. Issue addenda as needed.
- K. Provide bidding assistance for the project, tabulate bids, check contractor references and prepare a letter of recommendation for contract award and prepare six copies of contract documents including addendum issued during bidding for execution by the selected contractor. The Engineer will prepare 10 sets of plans for construction documents that incorporate any addendum issued during bidding.
- L. Provide computer disks of the completed project files in approved AutoCAD format to the Town.

#### **1.4 Construction Phase:**

For the construction phase of the project, Engineer shall:

- A. Provide construction phase engineering assistance. The Engineer will visit the site and consult with the Town and the contractor to resolve unusual or unexpected construction problems. The Engineer shall review the progress of the construction on a regular basis. The Engineer shall conduct a final project inspection with the Town and prepare recommendations concerning items that the Engineer observes during the final inspection that require additional work or adjustment. Provide written responses to request for information on clarifications and recommendations on work reviewed. Inspection and verification of SWPPP is not the responsibility of the Engineer.
- C. Review the contractor's shop drawings and related submittals with respect to the applicability of the detailed work, when complete, to be a properly functioning integral element of the project designed by the Engineer.
- D. Prepare Record Drawings based upon mark-ups and information provided by the Town Inspector or Contractor. The Engineer will provide the Town with one set of blackline project record drawings and a complete set of AutoCAD format drawing files, PDF of drawing files, project correspondence, contract documents and other documentation on CD-ROM.

## **2. TOWN'S RESPONSIBILITIES**

So as not to delay the services of ENGINEER, the TOWN shall do the following in a timely manner:

### **2.1 Provide Existing Data**

TOWN shall provide ENGINEER with any documents that may be available or of record. Existing data delivered to the ENGINEER by the TOWN remains the property of the TOWN and must be returned to the TOWN after completion of the

PROJECT. Town shall provide boundary and topographic survey of the project site.

## **2.2 Provide Standards**

After authorization to proceed, if required by the Scope of Work, provide TOWN standard bidding and contract documents, which are to be used for public bidding of the PROJECT. The TOWN agrees to bear total responsibility for accuracy and content of TOWN furnished documents. If required by the Scope of Work, the ENGINEER shall provide all bid item descriptions, item quantities, special provisions, technical specifications, plans and other project specific information that is required for bidding the PROJECT.

## **2.3 Provide Access**

Arrange for access to, and make all provisions for, ENGINEER or ENGINEER'S Subconsultants to perform services under this CONTRACT.

## **2.4 Town Representative**

TOWN shall designate a representative to act as a contact person on behalf of the TOWN.

# **3. SCHEDULE**

## **3.1 Schedule**

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices. The Engineer proposes to complete the Preliminary Phase and Design Phases for the entire project within **One Hundred Eighty (180) calendar days**. The Engineer shall submit a Bar Graph Schedule showing a breakdown of the major tasks and associated time frames for completion.

The total time to complete the project shall include allowances for reasonable and expected review time by the TOWN and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the design critical path caused by review times by the TOWN or a permitting agency exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

Unnecessary delays to the project shall be grounds for dismissal of the Engineer and termination of this Contract without any or further liability to the Town other than a prorated payment for necessary, timely and conforming work done on the project prior to the time of termination.

The ENGINEER shall begin work within 10 days of receipt of the executed CONTRACT and written Notice to Proceed.

### **3.2 Completion of Services**

ENGINEER'S services under each item of the finalized Scope of Work shall be considered complete on the date when TOWN has accepted the submissions for that item.

### **3.3 Changes**

If the TOWN requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ENGINEER'S services, the various rates of compensation and schedule shall be adjusted equitably.

### **3.4 Written Authorization for Additional Work**

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4., (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from the TOWN.

## **4. PAYMENT FOR SERVICES**

### **4.1 Compensation for Basic Services**

The Engineer's percentage rate for computation of compensation for the Preliminary Phase, the Design Phase, and the Construction Phase will be based on the negotiated Base Fee between the Town and the Engineer as depicted below.

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

Basic Services:      \$119,090.00

Compensation shall be paid as follows:

- A. Upon acceptance of Preliminary Plans, 60% of total compensation, less unforeseen item cost.
- B. Upon acceptance of Final Plans, 20% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 80%).
- C. Upon acceptance of Final Plans, 15% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 95%).

- D. The Town shall retain the final 5% of total compensation, less unforeseen item cost, until completion of the final inspection of the Construction Phase of this contract.

The Engineer may submit monthly, or less frequent, requests for payment based on the estimated completion of the described tasks and approved work schedule. This fee covers all typical cost associated with the project administration, design & development, including, but not limited to, mileage, copies, phone, labor, overhead, maintenance, printing, copying, and all other incidental costs. The Engineer must submit their request for payment in a format approved by the Town.

#### **4.2 Additional Services**

Additional services **not** covered under the Scope of Services will be provided to the TOWN on an hourly basis in accordance with the attached schedule of fees and Section 6.6 of this contract.

#### **4.3 Reimbursable Expenses**

Reimbursable Expenses shall mean the actual expenses incurred by ENGINEER in the interest of the PROJECT **not** covered under the Scope of Services Section 1., for courier or express mail service and telegrams, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required under Section I.

#### **4.4 Delay**

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the TOWN for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

### **5. TERMINATION, SUSPENSIONS OR ABANDONMENT**

#### **5.1 Termination**

The TOWN or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, the TOWN shall within thirty (30) calendar days of termination remunerate ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the

property of TOWN upon termination of the CONTRACT and shall be promptly delivered to the TOWN in a reasonably organized form. Should TOWN subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

## **5.2 *Suspension***

If the TOWN suspends the Project for more than 30 consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ENGINEER'S services.

## **5.3 *Abandonment***

The TOWN may terminate the CONTRACT upon not less than seven- (7) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the TOWN abandons the Project for more than ninety (90) consecutive days, the ENGINEER or the TOWN may terminate this CONTRACT by giving written notice.

## **5.4 *Failure to Pay***

Failure of the TOWN to make payments to the ENGINEER in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the TOWN fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to the TOWN, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to the TOWN for delay or damage caused the TOWN because of such suspension of services.

## **6. GENERAL CONSIDERATIONS**

### **6.1 *Professional Standards***

Services performed by the ENGINEER under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ENGINEER shall comply with the applicable laws and rules of the current "Texas Engineering Practice Act", the "Professional Land Surveying Practices Act" and the "Texas Board of Professional Land Surveying General Rules of Procedures and Practices". The TOWN'S approval, acceptance, use of

or payment for all or any part of the ENGINEER'S services herein under or of the project itself shall in no way alter the ENGINEER'S obligations or the TOWN'S rights there under.

## **6.2 *Progress and Performance***

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ENGINEER'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ENGINEER, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

## **6.3 *Independent Agent***

ENGINEER and TOWN agreed that ENGINEER and any officer, employee or agent of ENGINEER, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the TOWN.

## **6.4 *No Additional Work Without Authorization***

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Section 4 of this CONTRACT, without having first obtained specific written authority therefore from the TOWN.

## **6.5 *Assignment & Subcontracting***

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the TOWN.

## **6.6 *Indemnification***

ENGINEER, its officers, agents and employees agree to indemnify, hold harmless, and defend, at ENGINEER'S cost, the TOWN, its officers, agents, and employees from and against any and all claims or suits for injuries, damages, loss, or liability of whatever kind of character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by the CONTRACT, based upon negligent acts or omissions of ENGINEER, its officers, agents, employees, consultants and subcontractors, whether or not caused

solely by the ENGINEER, its officers, agents, employees, consultants or subcontractors or jointly with any other party.

ENGINEER agrees that he is solely responsible for the safety of himself and his employees in the performance of this CONTRACT and agrees to indemnify and hold harmless TOWN, its officers and agents from and against any liability arising from the personal injury or death of the ENGINEER or the employees of the ENGINEER arising out of or in connection with this CONTRACT.

## **6.7 Insurance**

ENGINEER shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ENGINEER shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage, which may arise from the performance of his services under this CONTRACT in the following amounts:

For engineering design contracts for more than \$15,000.00, insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury or death and property damage. ENGINEER shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with combined single limit coverage of \$1,000,000 for bodily injury, death or property damage.

ENGINEER shall maintain, at no expense to TOWN, a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/VII by Best's Key Rating Guide, authorized to do business in Texas. This coverage must be maintained for at least one (1) year after the PROJECT is completed. The minimum limits of coverage shall be in the following amounts:

For engineering design contracts over \$25,000, insurance in an amount not less than one million dollars (\$1,000,000).

All policies, except Worker's Compensation and Professional Liability, shall name the TOWN as additional insured. All policies shall contain a waiver of subrogation in favor of the TOWN and shall require the giving of written notice to TOWN at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies. ENGINEER shall furnish TOWN with copies of said policies or certificates evidencing such coverage.

## **6.8 Property**

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ENGINEER pursuant to this contract shall become the property of the TOWN. The

ENGINEER may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

**6.9 Governing Law**

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Dallas County, Texas.

**7. DOCUMENT EXECUTION**

IN WITNESS WHEREOF, the parties have executed this CONTRACT the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**TOWN OF SUNNYVALE**

By: \_\_\_\_\_  
Scott Campbell, Town Manager

Attest: \_\_\_\_\_  
Kathy Dewey, Town Secretary

**ENGINEER - Freeman-Millican, Inc.**

By: \_\_\_\_\_  
(Representative) (Title/Position)

Attest: \_\_\_\_\_  
Secretary of the (ENGINEER'S) Corporation

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

April 29, 2011

Mr. Marc Bentley, P.E.  
Town Engineer  
Town of Sunnyvale  
127 N Collins Rd.  
Sunnyvale, Texas 75182

Re: Proposal for engineering design and construction administration services  
Proposed Elevated Tank No. 2 and SCADA System, Sunnyvale, Texas

Dear Mr. Bentley:

Freeman-Millican, Inc. (FMI) is pleased to provide this proposal to provide engineering design and plans and specifications for the above projects. The purpose of the project will be to construct a new elevated water tank and a SCADA control system for the town. The location of the proposed elevated tank site is shown on Figure 1.

FMI's work will include engineering design, preliminary plans and specifications for town review, final plans and specifications for bidding purposes, preparation of bid tabulation and a letter of recommendation, contract documents, project administration and project closure. It is understood that surveying services on this project will be provided by others. The two projects will be bid separately.

The following tasks have been identified for each of the three projects:

Task 1 – Conduct initial meeting and finalize scope and timeline.

Task 2 – Prepare preliminary layout of tank location.

Task 4 – Prepare preliminary elevated tank and SCADA plans and specifications for town review.

Task 5 – Prepare final design and plans and specifications for bidding purposes.

Task 6 – Prepare bid tabulations, letter of recommendations and contract documents for each project.

Task 7 – Project administration including site visits, meetings, shop drawing review and correspondence on an hourly basis with a not to exceed amount.

Task 8 – Prepare closure documents and record drawings.

Mr. Marc Bentley, P.E  
April 29, 2011

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We recommend a not to exceed budget of \$119,090.00 for engineering design, project plans and specifications, project administration, record drawings and project closure. The two projects would be bid separately. The scope of services does not include work for surveying, deed research, easement preparation, site platting, or zoning issues. The estimated construction costs and breakdown of proposed engineering fees are shown on the attached table.

We appreciate the opportunity to provide this proposal at this time. If you have any questions or need additional information, please feel free to call.

Sincerely,

FREEMAN - MILLICAN, INC.

Freeman-Millican, Inc.

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

J. T. Millican, P.E.

Enc.

**Town of Sunnyvale**  
**1,000,000 Gallon Elevated Tank, Connecting Water Line and SCADA System**  
**Estimated Construction Costs**

**Summary**

4/29/2011

| <b>Construction Estimate</b> |               |                        | <b>Engineering Fee</b> | <b>Const. Admin</b> |
|------------------------------|---------------|------------------------|------------------------|---------------------|
| A.                           | Elevated Tank | \$ 1,925,000.00        | 85,150.00              | 20,500.00           |
| B.                           | SCADA         | 120,000.00             | \$ 11,340.00           | 2,100.00            |
| <b>Total Project Cost</b>    |               | <b>\$ 2,045,000.00</b> | <b>96,490.00</b>       | <b>22,600.00</b>    |

**A. Elevated Tank**

| Item   | Description                    | No. of Units | Units | Unit Cost       | Total Cost             |
|--|--------------------------------|--------------|-------|-----------------|------------------------|
| 1  | 1,000,000 Gallon Elevated Tank | 1            | L.S.  | \$ 1,925,000.00 | \$ 1,925,000.00        |
| <b>Estimated Construction Cost Elevated Tank</b> |                                |              |       |                 | <b>\$ 1,925,000.00</b> |

Engineering 85,150.00  
Construction Administration \$ 20,500.00

**B. SCADA System**

| Item  | Description  | No. of Units | Units | Unit Cost     | Total Cost           |
|---|--------------|--------------|-------|---------------|----------------------|
| 1   | SCADA System | 1            | L.S.  | \$ 120,000.00 | \$ 120,000.00        |
| <b>Estimated Construction Cost SCADA System</b> |              |              |       |               | <b>\$ 120,000.00</b> |

Engineering \$ 11,340.00  
Construction Administration \$ 2,100.00