

# **AGENDA**

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

**City of Garland**

**Council Chambers, City Hall**

**200 North Fifth Street, Garland, Texas**

**February 5, 2013**

**7:00 p.m.**

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

The Garland City Hall and Council Chambers are wheelchair accessible. Special parking is available on the north side of City Hall and the building may be accessed by a sloped ramp from the parking area to the door facing Fifth Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2403 at least two working days prior to the meeting so that appropriate arrangements can be made. **BRILLE IS NOT AVAILABLE.**

### **CITY COUNCIL GOALS 2020**

**(Adopted by Resolution No. 9402 on December 20, 2005)**

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

## CONSENT AGENDA

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

1. Consider approval of the minutes of the January 15, 2013 Special Meeting and January 22, 2013 Regular Meeting.

2. Consider approval of the following bids:

- a. Police Motorcycles Bid No. 3295-13

Dallas Harley-Davidson	\$129,236.45
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*This request is for the purchase of seven police motorcycles with accessories to be used by the Police Department in daily operations.*

- b. Police Vehicles Bid No. 3303-13

Reliable Chevrolet	\$1,043,266.55
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*This request is for the purchase of seven Chevrolet Impala and thirty-three Chevrolet Caprice vehicles to be used by the Police Department in daily operations.*

- c. Various Backhoes Bid No. 3308-13

Holt Cat	\$208,696.00
Landmark Equipment	81,500.00
RDO Equipment	<u>79,325.00</u>
TOTAL	<u>\$369,521.00</u>

*This request is for the purchase of four backhoes to be used by the Water Department in daily operations.*

**d. Reinforced Concrete Pipe, Culvert, and Related Bid No. 3345-13**

**Hanson Pipe and Precast \$400,000.00**

*This request is to provide materials for various storm water management projects.*

**e. GP&L Construction Equipment Bid No. 3346-13**

<b>RDO Equipment Co.</b>	<b>\$ 96,047.71</b>
<b>Interstate Trailers, Inc.</b>	<b><u>22,690.00</u></b>
<b>TOTAL</b>	<b><u>\$118,737.71</u></b>

*This request is for the purchase of two backhoe trailers, two excavators, and one skid loader with attachments to be used by GP&L in daily operations.*

**f. LED Traffic Signals Bid No. 3352-13**

**Trastar, Inc. \$130,919.10**

*This request is to provide LED traffic signals to support the Transportation Department's upcoming replacement project.*

**3. Consider a resolution approving the sale of real property, 219 Southwood; authorizing the Mayor to execute a deed conveying the property to Eileen Petroski.**

*At the January 22, 2013 Work Session, Council considered authorizing the sale of a City-owned vacant lot located at 219 Southwood Drive to Eileen Petroski.*

## **ITEMS FOR INDIVIDUAL CONSIDERATION**

### **Speaker Regulations:**

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

- 4. Hold a public hearing regarding the 2013 Proposed Capital Improvement Program.**

*A public hearing will be held on the 2013 Proposed Capital Improvement Program (CIP). At the public hearing, all interested persons will be given the opportunity to be heard for or against the proposed program. The 2013 Proposed CIP has been available for public inspection in the City's libraries, City Secretary's Office, and on the City's website since January 16, 2013. A public hearing was also held on January 22, 2013.*

- 5. Consider an ordinance approving the 2013 Capital Improvement Program.**

*On January 15, 2013, Council held a Special Budget Work Session to review the Proposed Capital Improvement Program (CIP) for 2013. The following day, copies of the Proposed CIP were made available for public inspection at the City libraries, City Secretary's Office, and on the City's website. Council considered this item at the January 22, 2013 Work Session and a public hearing was held at the January 22, 2013 Regular Meeting. In addition, Council was scheduled to consider this item at the February 4, 2013 Work Session.*

- 6. Consider a resolution authorizing the City Manager to enter into a Disposition and Development Agreement with Oaks Properties Development, L.L.C.**

*At the January 22, 2013 Work Session, Council was provided with a proposed Disposition and Development Agreement between the City of*

*Garland and Oaks Properties Development, L.L.C. regarding the proposed development within the 200 block of North Fifth Street. This item was also scheduled for Council consideration at the February 4, 2013 Work Session.*

**7. Hold public hearings on the following zoning cases:**

- a. Consider the application of The Charter School Fund, LLC, requesting approval of 1) a Specific Use Permit for a Charter School on property zoned Shopping Center (SC) District and 2) a variance to Section 24-600 of the Comprehensive Zoning Ordinance 4647 regarding building height. The property is located north of Belt Line Road and west of North Shiloh Road. (File Z12-55)**

*The proposal is for approval of a Specific Use Permit for a Charter School on property zoned Shopping Center and a variance regarding building height. At the January 14, 2013 meeting, the Plan Commission (by a 7 to 0 vote) recommended approval of the Specific Use Permit for a period of 30 years tied to The Charter School Fund, LLC and the variance regarding building height as recommended by staff.*

- b. Consider the application of Taco Bell requesting approval of 1) amendments to the conditions in Planned Development (PD) 08-09, 2) a Concept Plan with conditions, 3) a Detail Plan with conditions, and 4) a Specific Use Permit for Restaurant with Drive-through on property zoned Planned Development (PD) 08-09 District for Freeway Uses and in the SH 190 Overlay. This property is located at 5300 Block of North Garland Avenue, Garland, Texas. (File Z13-02)**

*The proposal is for approval of a Detail Plan, Concept Plan and a Specific Use Permit for a Taco Bell Restaurant with Drive-through on property zoned PD 08-09 for Freeway Use. At the January 14, 2013 meeting, the Plan Commission (by an 8 to 0 vote) recommended approval of the Specific Use Permit for a period of 25 years tied to Taco Bell as recommended by staff. A variance regarding the menu board sign was also approved.*

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

*Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the*

*membership has board experience. Board members are appointed based on qualifications.*

- *Maxwell James Fisher – Plan Commission (R. Williams)*

**9. Citizen comments.**

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

**10. Adjourn.**

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

The City Council of the City of Garland, Texas convened into a Special Meeting at 6:00 PM on Tuesday, January 15, 2013, in the City Council Work Session Room at City Hall with the following members present:

Mayor	Ronald Jones
Mayor Pro Tem	John Willis
Deputy Mayor Pro Tem	Preston Edwards
Councilmember	Marvin 'Tim' Campbell
Councilmember	Anita Goebel
Councilmember	B.J. Williams
Councilmember	Lori Dodson
Councilmember	Rick Williams
Councilmember	Jim Cahill

STAFF PRESENT:	City Manager	William E. Dollar
	Assistant City Attorney	Brian England
	City Secretary	Lisa Palomba

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

1. Approved  
Approve Resolution No. 10089 authorizing the City Manager to enter into a Development Agreement with the Garland Foundation for Development. Councilwoman Goebel made a motion to approve, seconded by Councilwoman Dodson. A vote was cast and the motion carried with 9 ayes, 0 nays.
2. Approved  
Approve Ordinance No. 6586 amending the 2012 Capital Improvement Program for the transfer of funds to the Garland Foundation for Development. Mayor Pro Tem Willis made a motion to approve, seconded by Deputy Mayor Pro Tem Edwards. A vote was cast and the motion carried with 9 ayes, and 0 nays.
3.  
Staff provided presentations on the proposed 2013 Capital Improvement Program (CIP) including the following topics: a. Overview of 2013 CIP; b. Program presentations: 1) Downtown Development-Center City Project; 2) Additional Economic Development; 3) Streets and Drainage; 4) Parks/Library; 5) Fire; 6) Police; 7) Facilities Management; 8) Landfill and Environmental Solid Waster-Delivery; 9) Electric Utility; and 10) Water Utility.
4.  
Councilmembers discussed and relayed questions to staff regarding the Proposed 2013 CIP.

There being no further business to come before the City Council, Mayor Jones adjourned the meeting at 9:28 p.m.

CITY OF GARLAND

Signed:

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Mayor Ronald Jones

Attest:

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Lisa Palomba, City Secretary



The City Council of the City of Garland, Texas convened in regular session at 7:00 PM on Tuesday, January 22, 2013, in the Council Chambers at City Hall with the following members present:

Mayor	Ronald Jones
Mayor Pro Tem	John Willis
Deputy Mayor Pro Tem	Preston Edwards
Councilmember	Marvin 'Tim' Campbell
Councilmember	Anita Goebel
Councilmember	B.J. Williams
Councilmember	Rick Williams
Councilmember	Jim Cahill

MEMBERS ABSENT: Councilmember Lori Dodson

STAFF PRESENT: City Manager William E. Dollar  
City Attorney Mark Dempsey  
City Secretary Lisa Palomba

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

CEREMONIALS: Mayor Jones recognized City of Garland employee Lonnie Banks presenting a check in the amount of \$68,016 from the United Way Steering Committee to Lindsay Fine from Metropolitan Dallas United Way. Youth Leadership Garland was also recognized.

CONSENT AGENDA: All items marked with asterisks (\*\*) on the Consent Agenda were voted on in a single motion at the beginning of the meeting. Item 6 was pulled from the Consent Agenda for individual consideration. A motion was made by Deputy Mayor Pro Tem Edwards and seconded by Mayor Pro Tem John Willis, to approve Items: 1; 2a; 2b; 2c; 2d; 2e; 2f; 3; 4; 5; and 7. as presented. A vote was cast. The motion carried with 8 Ayes; 0 Nays. (Dodson Absent)

1. Approved\*\* City Council Meeting minutes of the January 8, 2013 Regular Meeting.

2a. Approved\*\* Award of Bid No. 2707-12 to Hill & Wilkinson General Contractors in the amount of \$2,871,450.00 to provide a Construction Manager at Risk for the new Analytical Chemistry Laboratory located at 2500 East Centerville Road.

2.b. Approved\*\* Award of Bid No. 3138-12 to Shermco Industries in the amount of \$125,000 to provide switchgear, breaker, and relay

maintenance, and repair services at GP&L's various locations on a time and materials basis.

- 2c. Approved\*\* Award of Bid No. 3241-13 to Jim Bowman Construction Co., L.P. in the amount of \$908,392.55 for the construction of approximately 3,542 linear feet of 8" water line, 396 linear feet of 6" water line, 617 linear feet of 8" water line, and 1,851 linear feet of 10" sanitary sewer line including all service connections, concrete paving, manholes, and other incidentals on Shiloh road from Mockingbird Lane to Forest Lane.
- 2d. Approved\*\* Award of Bid No. 3262-13 to Techline, Inc. in the amount of \$116,583.33 with a contingency fee of \$14,000.00 for a total of \$130,583.33 to provide all material necessary to construct the 138kV fiber optic line from Olinger to Wylie to Nevada.
- 2e. Approved\*\* Award of Bid No. 3314-13 to Visionality in the amount of \$246,579.00 to provide an interactive training system to deliver educational content from a central location to eleven fire stations.
- 3f. Approved\*\* Award of Bid No. 3322-13 to USA Shade and Fabric Structures, Inc. in the amount of \$130,000.00 to provide fabric shade structures over spectator seating areas at the five-field Carter Softball Tournament Facility.
3. Approved\*\* Approve Ordinance No. 6587 (Zoning file No. 12-56, Turcotte Development Group) amending the zoning laws of the City of Garland by approving amendments to Planned Development 05-63 for Shopping Center Uses, a Concept Plan with conditions, and a Detail Plan with conditions on a 19.367-acre tract of land located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to the Comerica Bank site.
4. Approved\*\* Approve Resolution No. 10090 establishing compensation for the Chief Municipal Court Judge and Associate Municipal Court Judge.
5. Approved\*\* Approve Resolution No. 10091 authorizing the City Manager to execute an engineering services agreement with URS Corporation for the surveying, geotechnical, and engineering services for the re-routing of a section of the de-energized Royse-Greenville Steam Interchange 138kV transmission line located along the south parkway of Highway 380, approximately one mile west of Highway 69 within the city

limits of Greenville, Texas. The agreement is for a lump sum in the amount of \$130,000.00 including \$15,000 contingency for unforeseen design requirements.

7. Approved\*\*

Approve Resolution No. 10092 authorizing the City Manager to execute a Project Supplemental Agreement with Dallas County for roadway and bridge improvements to Miller Road from Centerville Road to Dexham road (Rowlett). The 2004 Bond Referendum and the approved Capital Improvement Program included funds to partner with Dallas County in the reconstruction and widening of the Miller Road Bridge from Centerville Road to Dexham Road in Rowlett. A Project Supplemental Agreement with Dallas County is required to formally establish the financial responsibilities of the City and Dallas County.

ITEMS FOR INDIVIDUAL CONSIDERATION:

6. Approved

Steve Miller provided public comment.

Mayor Pro Tem Willis made a motion, seconded by Councilman B.J. Williams to approve Ordinance No. 6588 amending Section 33.28, Paragraph C of Article III, Speed Regulations,” of Chapter 33, “Transportation,” of the City Code of Ordinances to include the following changes: 1) install a school zone on Broadway Boulevard from Colonel Drive to 775 feet north of Colonel Drive for students attending South Garland High School and 2) extend the west end of the school zone on Buckingham Road in front of North Garland High School an additional 160 feet further west. A vote was cast and the motion carried with 8 ayes; 0 nays (Dodson Absent).

8. Public Hearing Held

Mayor Jones opened the public hearing to provide the opportunity for all interested persons to be heard for or against the 2013 proposed Capital Improvement Program. The following persons provided oral testimony during the public hearing: Liz Moser; and Laura Perkins Cox. Mayor Jones then closed the public hearing.

9. Approved

Councilman B.J. Williams nominated Francis DeLois Gooch Smith to the Citizens Environmental and Neighborhood Advisory Committee (CENAC) and announced that Neil Sheffield is ineligible to serve on CENAC due to relocation. Councilman B.J. Williams thanked Sheffield for his dedicated service. A vote was cast on the nomination with 8 ayes; 0 nays; (Dodson Absent).

CITIZEN COMMENTS: No citizens spoke.

There being no further business to come before the City Council, Mayor Jones adjourned the meeting at 7:21 p.m.

CITY OF GARLAND

Signed:

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Mayor Ronald Jones

Attest:

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Lisa Palomba, City Secretary



## Purchasing Report

### POLICE MOTORCYCLES OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this Contract is to purchase seven (7) Police Motorcycles with Accessories for the Garland Police Department to be used in their daily operations. Funding for these motorcycles was approved in the 2012-13 Equipment Replacement Fund.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Dallas Harley-Davidson	All	\$129,236.45
<b>TOTAL:</b>		<u>\$129,236.45</u>

**BASIS FOR AWARD:**

**Lowest Responsible Bidder**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 01/25/13

Date: 01/29/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	1,413,603
Expended/Encumbered to Date:	74,945
Balance: \$	<u>1,338,658</u>
This Item:	<u>129,237</u>
Proposed Balance: \$	<u>1,209,421</u>
Ron Tiffany	01/28/13
Budget Analyst	Date
Bryan L. Bradford	01/28/13
Budget Director	Date

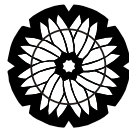
Operating Budget:	<input checked="" type="checkbox"/>	CIP:	<input type="checkbox"/>	Year:	<u>2012-13</u>
Document Location:	<u>Page 118</u>				
Account #:	444-1245-9009				
Fund/Agency/Project – Description:	Police Vehicles Funded Out of the Equipment Replacement Fund (ERF)				
Comments:					

<b>CITY OF GARLAND - BID RECAP SHEET</b> OPENED: 01/23/13 REQ. NO. PR 30857 BID NO. 3295-13 PAGE: 1 of 1 BUYER: T. Smith	<b>Dallas Harley-Davidson</b>	<b>Longhorn Harley-Davidson</b>	
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I T E M	QTY	U N I T	DESCRIPTION	DALLAS HARLEY-DAVIDSON		LONGHORN HARLEY-DAVIDSON		OTHER BIDDERS		TOTAL	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			<b>2013 Harley Davidson Motorcycles and Accessories</b>								
1	7	ea.	2013 Harley Davidson Motorcycles	\$15,799.00	\$110,593.00	\$16,135.20	\$112,946.40				
2	4	ea.	Corbin Motorcycle Long Seat with backrest	\$723.00	\$2,892.00	\$607.92	\$2,431.68				
3	3	ea.	Corbin Motorcycle Short Seat	\$534.00	\$1,602.00	\$399.96	\$1,199.98				
4	7	ea.	Setcom Push to Talk cable Kits, Super SEER MCH-71MU	\$287.50	\$2,012.50	\$816.72	\$5,717.04				
5	7	ea.	Wheeldock EZA-Up Center Stand Model CS1 - Installed	\$379.00	\$2,653.00	\$269.95	\$1,889.65				
6	7	ea.	Heated hand grips, Installed	\$514.95	\$3,604.65	\$191.96	\$1,343.72				
7	7	ea.	Cordura Crash Bar Wind Guards for FLHPS w/light cut out	\$89.95	\$629.65	No Bid	No Bid				
9	7	ea.	Black Touring Box	\$749.95	\$5,249.65	\$599.96	\$4,199.72				

	TOTAL GROSS PRICE		\$129,236.45	\$129,728.09	
	CASH DISCOUNT				
	TOTAL NET PRICE		\$129,236.45	\$129,728.09	
	F.O.B.	<b>DELIVERED</b>		<b>DELIVERED</b>	<b>DELIVERED</b>
	DELIVERY				<b>DELIVERED</b>

<b>NEXT LOW: \$129,728.09</b> <b>LOW: \$129,236.45</b> <b>SAVINGS: \$491.64</b>	21 # BidSync Notifications 1 # BidSync HUBS 10 # Direct Contact HUBS 0 # HUBS Responded	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
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# **GARLAND**

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## **PURCHASING**

### **Executive Summary Bid 3295-13 Police Motorcycles**

**Recommended Vendor:**

Dallas Harley-Davidson

**Total Recommended Award:**

\$129,236.45

**Basis for Award:**

Lowest Responsible Bidder

**Purpose:**

The purpose of this contract is to purchase seven (7) police motorcycles with accessories to be used by the Garland Police Department in their daily operations.

**Evaluation:**

Requests for bids were issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated from Dallas Harley-Davidson and Longhorn Harley-Davidson. Longhorn Harley-Davidson was lower on some of the accessories, but these accessories are to be provided and installed by dealer with the overall lowest bid. Dallas Harley-Davidson offered the overall lowest bid for the motorcycles and all required accessories.

**Recommendation:**

Staff recommends awarding the bid for police motorcycles to Dallas Harley-Davidson.

**Funding Information:**

444-1245-9009

**Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



# Purchasing Report

## POLICE VEHICLES OPEN MARKET

### PURCHASE JUSTIFICATION:

This request is for the purchase of seven (7) Chevrolet Impala and thirty-three (33) Chevrolet Caprice vehicles to be used by the Garland Police Department in their daily operations. The vehicles are being purchased through the State of Texas Contract 071-072-A2 and the Tarrant County Cooperative Contract 2012-151. Funding was approved in the 2012-13 Equipment Replacement Fund.

### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Reliable Chevrolet	All	\$1,043,266.55
<b>TOTAL:</b>		<b>\$1,043,266.55</b>

### BASIS FOR AWARD:

#### Cooperative Purchase

Submitted by:  
 \_\_\_\_\_  
 Gary L. Holcomb, CPPO, C.P.M.  
 Director of Purchasing

Reviewed by:  
 \_\_\_\_\_  
 William E. Dollar  
 City Manager

Date: 01/24/13

Date: 01/28/13

<u>FINANCIAL SUMMARY:</u>			
Total Project/Account: \$	1,413,603	Operating Budget: <input checked="" type="checkbox"/>	CIP: <input type="checkbox"/> Year: 2012-13
Expended/Encumbered to Date:	204,182	Document Location:	Page 118
Balance: \$	1,209,421	Account #:	444-1245-9009
This Item:	1,043,267	Fund/Agency/Project – Description:	Police Vehicles Funded Out of the Equipment Replacement Fund (ERF)
Proposed Balance: \$	166,154	Comments:	
Ron Tiffany	01/28/13		
Budget Analyst	Date		
Bryan L. Bradford	01/28/13		
Budget Director	Date		



**CITY OF GARLAND - BID RECAP SHEET**

OPENED: 01/24/13  
 REQ. NO. PR 30853, 30854  
 BID NO. 3303-13  
 PAGE: 1 of 1  
 BUYER: T. Smith

**Reliable Chevrolet  
 (Cooperative Purchase)**

I T E M	QTY	U N I T	DESCRIPTION								
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			<b>Police Vehicles</b>								
1	7	ea.	2013 Chevrolet Impala	\$18,930.09	\$132,510.63						
2	4	ea.	2013 Chevrolet Caprice, 9C1, colors tbd	\$26,919.08	\$107,676.32						
3	29	ea.	2013 Chevrolet Caprice, 9C1, black	\$27,692.40	\$803,079.60						
TOTAL GROSS PRICE					\$1,043,266.55						
CASH DISCOUNT											
TOTAL NET PRICE					\$1,043,266.55						
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

**NEXT LOW:** \_\_\_\_\_  
**LOW:** \_\_\_\_\_  
**SAVINGS:** **\$0.00**

N/A # BidSync Notifications  
 N/A # BidSync HUBS  
 N/A # Direct Contact HUBS  
 N/A # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



# **GARLAND**

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## **PURCHASING**

### **Executive Summary Bid 3303-13 Police Vehicles**

**Recommended Vendor:**

Reliable Chevrolet

**Total Recommended Award:**

\$1,043,266.55

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to purchase seven (7) Chevrolet Impala and thirty-three (33) Chevrolet Caprice vehicles to be used by the Garland Police Department in their daily operations.

**Evaluation:**

These vehicles are provided by Reliable Chevrolet through the State of Texas Contract 071-072-A2 and the Tarrant County Cooperative Contract 2012-151.

**Recommendation:**

Staff recommends awarding the contract for police vehicles to Reliable Chevrolet.

**Funding Information:**

444-1245-9009

**Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



# Purchasing Report

## VARIOUS BACKHOES OPEN MARKET

### PURCHASE JUSTIFICATION:

The purpose of this Contract is to purchase four (4) Backhoes for the City of Garland Water Department to be used in their daily operations. These backhoes are provided through the BuyBoard Cooperative Contract 345-10 and Houston Galveston Area Council (HGAC) Contract EM06-11. Funding was approved in the 2012-13 Equipment Replacement Fund.

### AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Holt Cat	1 and 2	\$208,696.00
RDO Equipment	3	79,325.00
Landmark Equipment	4	81,500.00
	<b>TOTAL:</b>	<b>\$369,521.00</b>

### BASIS FOR AWARD:

#### Cooperative Purchase

Submitted by:

Reviewed by:

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

William E. Dollar  
\_\_\_\_\_  
City Manager

Date: 01/25/13

Date: 01/29/13

<u>FINANCIAL SUMMARY:</u>	
Total Project/Account: \$	486,445
Expended/Encumbered to Date:	66,088
Balance: \$	420,357
This Item:	369,521
Proposed Balance: \$	50,836
Ron Tiffany	01/28/13
Budget Analyst	Date
Bryan L. Bradford	01/28/13
Budget Director	Date

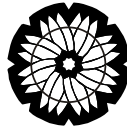
Operating Budget: <input checked="" type="checkbox"/>	CIP: <input type="checkbox"/>	Year: 2012-13
Document Location:	Page 118	
Account #:	444-4031-9009 = \$113,800	
	444-4033-9009 = 174,221	
	444-4233-9009 = 81,500	
Fund/Agency/Project – Description:	Backhoes for the Water Department Funded Out of the Equipment Replacement Fund (ERF)	
Comments:		

<b>CITY OF GARLAND - BID RECAP SHEET</b> OPENED: 01/22/13 REQ. NO. PR 30980, 31051 BID NO. 3308-130 PAGE: 1 of 1 BUYER: T. Smith	<b>Holt Cat</b>	<b>RDO Equipment</b>	<b>Landmark Equipment</b>	
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I T E M	QTY	U N I T	DESCRIPTION	Holt Cat		RDO Equipment		Landmark Equipment		UNIT PRICE	TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
			<b>Various Backhoes</b>								
1	1	ea.	New, CAT 430F C4EX Backhoe Loader	\$113,800.00	\$113,800.00						
2	1	ea.	New, CAT 416F Backhoe Loader with hydraulic hammer attachment	\$94,896.00	\$94,896.00						
3	1	ea.	New, John Deere 410J Backhoe Loader			\$79,325.00	\$79,325.00				
4	1	ea.	New, New Holland B95C Backhoe Loader					\$81,500.00	\$81,500.00		

TOTAL GROSS PRICE		\$208,696.00	\$79,325.00	\$81,500.00
CASH DISCOUNT				
TOTAL NET PRICE		\$208,696.00	\$79,325.00	\$81,500.00
F.O.B.	<b>DELIVERED</b>		<b>DELIVERED</b>	<b>DELIVERED</b>
DELIVERY				

<b>NEXT LOW:</b> <b>LOW:</b> _____ <b>SAVINGS:</b> <span style="float: right;"><b>\$0.00</b></span>	N/A # BidSync Notifications N/A # BidSync HUBS N/A # Direct Contact HUBS N/A # HUBS Responded	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. <u>The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.</u>
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# GARLAND

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## PURCHASING

### Executive Summary Bid 3308-13 Various Backhoes

**Recommended Vendors:**

Holt Cat	\$208,696.00
RDO Equipment	\$79,325.00
Landmark Equipment	\$81,500.00

---

**Total Recommended Award:** \$369,521.00

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to purchase four (4) backhoes to be used by the City of Garland Water Department in their daily operations.

**Evaluation:**

These backhoes are provided through the Buyboard and HGAC Purchasing Cooperative contracts 345-10 and EM06-11.

**Recommendation:**

Staff recommends awarding the bids for backhoes to Holt Cat, RDO Equipment and Landmark Equipment.

**Funding Information:**

444-4031-9009, 444-4033-9009, 444-4233-9009

**Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



## Purchasing Report

### REINFORCED CONCRETE PIPE, CULVERT, AND RELATED TERM CONTRACT

**PURCHASE JUSTIFICATION:**

The purpose of this Contract is to provide the materials necessary for various Stormwater Management projects. This is a Term Contract with two (2) optional renewals. The quantities are estimated and may be more or less depending on actual requirements. Unit pricing will be in accordance with the Tarrant County Contract in effect at the time of order. Funds will be committed at time of invoice payment. Expenditures will not exceed appropriated funds.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Hanson Pipe and Precast	All	\$400,000.00
<b>TOTAL:</b>		\$400,000.00

**BASIS FOR AWARD:**

**Interlocal Agreement**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 01/25/13

Date: 01/29/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	N/A
Expended/Encumbered to Date:	N/A
Balance: \$	N/A
This Item:	400,000
Proposed Balance: \$	N/A
Matt Monedero	01/25/13
Budget Analyst	Date
Ron Young	01/25/13
Budget Director	Date

<b>Operating Budget:</b> <input checked="" type="checkbox"/> <b>CIP:</b> <input type="checkbox"/> <b>Year:</b> 2012-13 <b>Document Location:</b> Page 96 <b>Account #:</b> 451-6999 (261-4621-6051) <b>Fund/Agency/Project – Description:</b> Term Contract – Acquire Materials for Various Projects in the Stormwater Management Department <b>Comments:</b> Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.
--

**CITY OF GARLAND - BID RECAP SHEET**

OPENED: 01/23/13  
 REQ. NO. PR 31063  
 BID NO. 3345-13  
 PAGE: 1 of 1  
 BUYER: T. Smith

**Hanson Pipe and Precast**

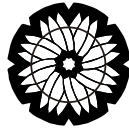
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lt.	Term Contract for reinforced pipe, culverts and safety end treatments	\$400,000.00	\$400,000.00						

TOTAL GROSS PRICE					\$400,000.00						
CASH DISCOUNT											
TOTAL NET PRICE					\$400,000.00						
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

NEXT LOW: \_\_\_\_\_  
 LOW: \_\_\_\_\_  
 SAVINGS: \$0.00

N/A # BidSync Notifications  
 N/A # BidSync HUBS  
 N/A # Direct Contact HUBS  
 N/A # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



# **GARLAND**

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## **PURCHASING**

Executive Summary  
Bid 3345-13

Term Contract for Reinforced Concrete Pipe, Culverts, and Related

**Recommended Vendor:**

Hanson Pipe and Precast

**Total Recommended Award:**

\$400,000.00

**Basis for Award:**

Interlocal Agreement

**Purpose:**

The concrete pipe and accessories included in this bid are required to complete various projects by the Stormwater Management Drainage Maintenance Crew. This is a term contract with two optional annual renewals.

**Evaluation:**

This contract was bid by the Tarrant County Purchasing department, Bid 2013-015. Bids were received from Hanson Pipe and Precast, Johnson County Pipe and Rinker Materials/Concrete Pipe Division. Hanson Pipe and Precast was the low bidder and chosen as the primary supplier.

**Recommendation:**

Staff recommends awarding the Term Contract for reinforced concrete pipe, concrete box culverts and safety end treatments to Hanson Pipe and Precast.

**Funding Information:**

261-4611-6051, 261-4621-6051

**Department Director:**

Steven L. Oliver, P.E., Director, Street Department, 972-205-3558





# Purchasing Report

## GP&L CONSTRUCTION EQUIPMENT OPEN MARKET

**PURCHASE JUSTIFICATION:**

This request is for the purchase of two (2) Backhoe Trailers, two (2) Excavators, and one (1) Skid Loader with attachments to be used by Garland Power & Light in their daily operations. These units are being purchased through the BuyBoard Purchasing Cooperative. Funding was approved in the 2012-13 Equipment Replacement Fund and Electric's operating budget.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Interstate Trailers, Inc.	1	\$ 22,690.00
RDO Equipment Co.	2, 3	96,047.71
	<b>TOTAL:</b>	<b>\$118,737.71</b>

**BASIS FOR AWARD:**

**Cooperative Purchase**

Submitted by:  
 \_\_\_\_\_  
 Gary L. Holcomb, CPPO, C.P.M.  
 Director of Purchasing

Reviewed by:  
 \_\_\_\_\_  
 William E. Dollar  
 City Manager

Date: 01/25/13

Date: 01/29/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	297,939
Expended/Encumbered to Date:	136,543
Balance: \$	161,396
This Item:	118,738
Proposed Balance: \$	42,658
Ron Tiffany	01/28/13
Budget Analyst	Date
Bryan L. Bradford	01/28/13
Budget Director	Date

Operating Budget:  CIP:  Year: 2012-13

Document Location: Pages 86 and 118

Account #: 211-3226-9007 = \$22,690.00  
 444-3711-9009 = 96,047.71

Fund/Agency/Project – Description:  
 Construction Equipment for GP&L Funded Out of Electric's Operating Budget and the Equipment Replacement Fund (ERF)

Comments:

CITY OF GARLAND - BID RECAP SHEET  
 OPENED: 01/25/13  
 REQ. NO. PR 31068  
 BID NO. 3346-13  
 PAGE: 1 of 1  
 BUYER: T. Smith

Interstate Trailers, Inc.

RDO Equipment Co.

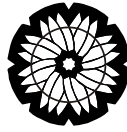
I T E M	QTY	U N I T	DESCRIPTION	Interstate Trailers, Inc.		RDO Equipment Co.					
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			GP&L Equipment								
1	2	ea.	New, backhoe trailer, Interstate 16TST.	\$11,345.00	\$22,690.00						
2	2	ea.	New 2013, Excavator, John Deere 17D.			\$23,825.00	\$47,650.00				
3	1	ea.	New 2013, skid steer loader with attachments, John Deere 323D			\$48,397.71	\$48,397.71				

TOTAL GROSS PRICE			\$22,690.00	\$96,047.71		
CASH DISCOUNT						
TOTAL NET PRICE			\$22,690.00	\$96,047.71		
F.O.B.			DELIVERED	DELIVERED	DELIVERED	DELIVERED
DELIVERY						

**NEXT LOW:** \_\_\_\_\_  
**LOW:** \_\_\_\_\_  
**SAVINGS:** \$0.00

N/A # BidSync Notifications  
 N/A # BidSync HUBS  
 N/A # Direct Contact HUBS  
 N/A # HUBS Responded

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



# GARLAND

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## PURCHASING

### Executive Summary Bid 3346-13 GP&L Construction Equipment

**Recommended Vendors:**

Interstate Trailers Inc.	\$22,690.00
RDO Equipment Co.	\$96,047.71

---

**Total Recommended Award:** \$118,737.71

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract is to purchase two (2) backhoe trailers, two (2) excavators and one (1) skid loader with attachments for Garland Power and Light to use in their daily operations.

**Evaluation:**

This equipment is being provided through the BuyBoard Purchasing Cooperative contracts 357-10 and 345-10.

**Recommendation:**

Staff recommends awarding the bid for the backhoe trailers, to Interstate Trailers Inc. and the excavators and skid loader with attachments to RDO Equipment Co.

**Funding Information:**

211-3711-9007, 444-3226-9009, 444-3226-9009

**Department Director:**

Terry Anglin, Fleet Director, 972-205-3524



## Purchasing Report

### LED TRAFFIC SIGNALS OPEN MARKET

**PURCHASE JUSTIFICATION:**

The purpose of this Contract to provide LED traffic signals to support the Transportation Department's upcoming replacement project. Trastar, Inc., was awarded Contract 285-A1 with the State of Texas and PO 121318 with the City of Richardson. The required LED traffic signals are available through these approved contracts.

**AWARD RECOMMENDATION:**

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Trastar, Inc.	All	\$130,919.10
<b>TOTAL:</b>		<u>\$130,919.10</u>

**BASIS FOR AWARD:**

**Cooperative Purchase**

Submitted by:

Reviewed by:

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

William E. Dollar  
 City Manager

Date: 01/28/13

Date: 01/29/13

<b><u>FINANCIAL SUMMARY:</u></b>	
Total Project/Account: \$	200,000
Expended/Encumbered to Date:	26,060
Balance: \$	<u>173,940</u>
This Item:	<u>130,919</u>
Proposed Balance: \$	<u>43,021</u>
Matt Watson	01/29/13
Budget Analyst	Date
Bryan L. Bradford	01/29/13
Budget Director	Date

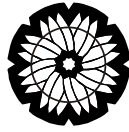
Operating Budget: <input type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: <u>2013</u>
Document Location: <u>Page ST27</u>		
Account #: <u>692-1799-1554400-9019</u>		
Fund/Agency/Project – Description: CO-Funded CIP / Transportation / LED Replacement Program – LED Traffic Signals		
Comments:		

CITY OF GARLAND - BID RECAP SHEET  
 OPENED: 00/00/00  
 REQ. NO. PR 31088  
 BID NO. 3352-13  
 PAGE: 1 of 1  
 BUYER: Bob Bonnell. C.P.M.

Trastar, Inc.

I T E M	QTY	U N I T	DESCRIPTION								
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	195	EA.	Signal 12" Green LED Ball	\$51.00	\$9,945.00						
2	205	EA.	Signal 12" Red LED Ball	\$37.00	\$7,585.00						
3	220	EA.	Signal 12" Yellow LED Ball	\$53.48	\$11,765.60						
4	455	EA.	Signal 12" Green Arrow Left	\$41.58	\$18,918.90						
5	470	EA.	Signal 12" Red Arrow Left	\$34.00	\$15,980.00						
6	870	EA.	Signal 12" Yellow Arrow Left	\$41.58	\$36,174.60						
7	235	ea.	Pedestrian Signal Count Down	\$130.00	\$30,550.00						
TOTAL GROSS PRICE				\$130,919.10							
CASH DISCOUNT											
TOTAL NET PRICE											
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.



# **GARLAND**

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## **PURCHASING**

Executive Summary  
Bid 3352-13  
LED Traffic Signals

**Recommended Vendor:**

Trastar, Inc.

**Total Recommended Award:**

\$130,919.10

**Basis for Award:**

Cooperative Purchase

**Purpose:**

The purpose of this contract to provide LED traffic signals to support the Transportation Department's upcoming replacement project.

**Evaluation:**

Trastar, Inc. was awarded contract 285-A1 with State of Texas and PO 121318 with the City of Richardson. The required LED traffic signals are available through these approved contracts.

**Recommendation:**

Staff recommends awarding the LED traffic signals to Trastar, Inc.

**Funding Information:**

692-1799-1554400-9019

**Department Director:**

Paul Luedtke, Director of Transportation, 972-205-2432



# City Council Item Summary Sheet

Work Session

Date: 2/5/2013

Agenda Item

## Sale of City Property to Eileen Petroski – 219 Southwood Drive

### Summary of Request/Problem

At the January 22, 2013 Work Session, Council considered the sale of a City owned vacant lot at 219 Southwood Drive to Eileen Petroski. Council approval is required to authorize the Mayor to execute a deed without warranty conveying the property to the buyer.

### Recommendation/Action Requested and Justification

Approve a Resolution authorizing the Mayor to sell the property and execute a deed without warranty conveying the vacant lot to Habitat For Humanity.

**Submitted By:**

**Michael C. Polocek**  
Director of Engineering

**Approved By:**

**William E. Dollar**  
City Manager

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE SALE OF REAL PROPERTY, 219 SOUTHWOOD (THE "PROPERTY"); AUTHORIZING THE MAYOR OF THE CITY OF GARLAND TO EXECUTE A DEED CONVEYING THE PROPERTY TO EILEEN PETROSKI ("THE BUYER"); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City acquired certain real property, commonly known as 219 Southwood Drive, through tax foreclosure proceedings in Cause No. TX11-40244, City of Garland, et al. vs. Brad Kaminski, et al., in the 162<sup>nd</sup> District Court, Dallas County, Texas.

**WHEREAS**, the Buyer has offered to purchase the Property for greater than the full judgment amount of the tax suit.

**WHEREAS**, the City has determined that selling the property is in the public's best interest because it allows the Buyer to develop the Property and it eliminates the City's expenses associated with maintaining the Property.

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

**Section 1**

That the sale and conveyance of real property, 219 Southwood Drive, by the City of Garland to the Buyer is hereby approved.

**Section 2**

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



**Section 3**

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

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

**CITY OF GARLAND, TEXAS**

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Mayor

**ATTEST:**

---

City Secretary

**DEED WITHOUT WARRANTY**

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

That **the City of Garland.**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Eileen Petroski**, an individual ("Grantee"), has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto Grantee that certain lot, tract, or parcel of land situated in the County of Dallas, State of Texas, to wit:

Being Lot 20, Block 5 of Glenfield Addition, an addition to the City of Garland, Dallas County, Texas, commonly known as 219 Southwood (the "Property").

This Deed Without Warrant is subject to:

- (1) Any and all visible and apparent easements and encroachments, whether of record or not;
- (2) Any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Property or any part thereof;
- (3) Rights of the public to any portion of the above described Property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes; and
- (4) Rights of parties in possession.

**THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING—WITHOUT LIMITATION—ANY WARRANTIES ARISING UNDER COMMON LAW OR UNDER SECTION 5.023 OF THE TEXAS PROPERTY CODE OR OTHER STATUTE. GRANTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ABSENCE OF LATENT DEFECTS OR COMPLIANCE WITH LAWS AND REGULATIONS, OR ANY OTHER MATTER AFFECTING THE PROPERTY. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT THE LAND IS CONVEYED "AS IS—WHERE IS, WITH ALL FAULTS".**

The intent of this Deed Without Warranty is to transfer the property foreclosed on by the Grantor taxing jurisdictions in Cause No. TX11-40244, in the 162<sup>nd</sup> District Court, Dallas County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever.

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

**GRANTOR:**

CITY OF GARLAND, a Texas home-rule municipality

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

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF DALLAS           §

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
\_\_\_\_\_



# City Council Item Summary Sheet

Work Session

Date: 2/5/13

Agenda Item

## 2013 Proposed CIP Public Hearing

### Summary of Request/Problem

A public hearing will be held on the 2013 Proposed Capital Improvement Program (CIP). At the public hearing, all interested persons will be given the opportunity to be heard for or against the Proposed program. The 2013 Proposed CIP has been available for public inspection in the City's libraries, in the City Secretary's Office, and on the City's website since January 16<sup>th</sup>, 2013.

A public hearing was also held on January 22<sup>nd</sup>, 2013.

### Recommendation/Action Requested and Justification

Receive public comment.

**Submitted By:**

**Ron Young**  
Director of Budget & Research

**Approved By:**

**William E. Dollar**  
City Manager



# City Council Item Summary Sheet

Work Session

Date: 2/5/13

Agenda Item

## Adoption of 2013 Capital Improvement Program

### Summary of Request/Problem

On January 15<sup>th</sup>, 2013, the City Council held a Special Budget Work Session to review the Proposed Capital Improvement Program (CIP) for 2013. The following day, copies of the Proposed CIP were made available for public inspection at the City Libraries, the City Secretary's Office, and on the City's website. A Public Hearing on the Proposed CIP was held on January 22<sup>nd</sup>, 2013. In addition, the Council held discussions on the CIP at the Regular Work Session on January 22<sup>nd</sup> and February 4<sup>th</sup>, 2013.

An ordinance reflecting the 2013 CIP for the City of Garland, as proposed by the City Manager and as amended by the City Council, will be prepared based on direction received at the Monday, February 4<sup>th</sup>, 2013, City Council Work Session.

### Recommendation/Action Requested and Justification

Approve, by ordinance, the 2013 Capital Improvement Program.

**Submitted By:**

**Ron Young**  
Director of Budget & Research

**Approved By:**

**William E. Dollar**  
City Manager



# City Council Item Summary Sheet

Work Session

Date: February 5, 2013

Agenda Item

## Disposition and Development Agreement

### Summary of Request/Problem

At the January 22, 2013 Work Session, Council was provided with a proposed Disposition and Development Agreement between the City of Garland and Oaks Properties Development LLC regarding the proposed development within the 200 block of North Fifth Street. This item was also scheduled for Council consideration at the February 4, 2013 Work Session.

### Recommendation/Action Requested and Justification

Approve a resolution authorizing the City Manager to execute a disposition and development agreement with Oaks Properties Development LLC.

**Submitted By:**

**Martin E. Glenn**  
Deputy City Manager

**Approved By:**

**William E. Dollar**  
City Manager

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF GARLAND, TEXAS  
("City")

and

OAKS PROPERTIES DEVELOPMENT LLC  
("Company")

regarding that certain proposed development to be located on five tracts, Tract A being north and east of Garland City Hall, Tract B at 203 North 5<sup>th</sup> Street, Tract C at 504 State Street, Tract D at 500 State Street and Tract E being east of Garland City Hall in Garland, Texas

## Table of Contents

<b>Ground Lease</b> .....	8
<b>ECRP Agreement</b> .....	8
<b>Schematic Design Plans Approval</b> .....	8
<b>Company Financing</b> .....	8
<b>Project Overrun Costs</b> .....	9
<b>Term</b> .....	9
<b>Due Diligence Information</b> .....	10
<b>Construction and Ownership</b> .....	10
<b>Site Preparation Work; Public Infrastructure; Streetscape Improvements</b> .....	11
<b>The Project</b> .....	12
<b>General Requirements For Design and Construction</b> .....	15
<b>Insurance</b> .....	15
<b>Default</b> .....	16
<b>Remedies</b> .....	16
<b>Termination</b> .....	16
<b>Notice</b> .....	17
<b>Binding Agreement</b> .....	17
<b>Limitation on Liability</b> .....	17
<b>Prevailing Party</b> .....	18
<b>Coordination and Cooperation</b> .....	18
<b>Marketing Activities</b> .....	18
<b>Plat</b> .....	18
<b>No Joint Venture</b> .....	18
<b>Authorization</b> .....	18
<b>Entire Agreement</b> .....	18
<b>Governing Law</b> .....	18
<b>Amendment</b> .....	19
<b>Legal Construction</b> .....	19
<b>Counterparts</b> .....	19
<b>Survival of Covenants</b> .....	19
<b>Approval of Parties</b> .....	19
<b>Further Assurances</b> .....	19
<b>Authority</b> .....	19
<b>Time for Performance</b> .....	19
<b>No Vesting Rights</b> .....	19
<b>Limitation on Waivers, Etc</b> .....	20
<b>Recitals</b> .....	20



## **EXHIBITS**

- Exhibit “A”** - Land
- Exhibit “B”** - Concept Plan
- Exhibit “C”** - Design Standards (to be completed and attached on or before February 28, 2013)
- Exhibit “D”** - Ground Lease (to be completed and attached on or before April 1, 2013)
- Exhibit “E”** - Marketing Plan (to be completed and attached on or before March 1, 2014)
- Exhibit “F”** - Projected Budget-City (to be completed and attached on or before \_\_\_\_\_, 2013)
- Exhibit “G”** - Projected Budget-Company (to be completed and attached on or before April 1, 2013)
- Exhibit “H”** - Final Budget-City (to be completed and attached on or before \_\_\_\_\_, 2013)
- Exhibit “I”** - Final Budget-Company (to be completed and attached on or before August 1, 2013)
- Exhibit “J”** - ECRP Agreement (to be completed and attached on or before April 1, 2013)
- Exhibit “K”** - Guaranty of Completion
- Exhibit “L”** - Site Plan Depiction of City and Company Limits of Design

**DISPOSITION  
AND  
DEVELOPMENT AGREEMENT**  
(City of Garland / Oaks Properties Development LLC)

This Agreement is entered into by and between the City and the Company.

**Recitals**

A. The City is authorized by Article 52-a of the Texas Constitution and TEX. LOC. GOV'T CODE §380.001 to provide economic development benefits for the City by promoting local economic development and stimulating business and commercial activity within the City.

B. The City Council desires to attract new commercial and retail business to the Downtown District of the City that will, among other things, generate additional property and sales tax revenue and employ City residents.

C. The City is the owner of that certain real property in the Downtown District, more specifically defined below as the "Land."

D. The Company has proposed to develop the Land in exchange for (i) a leasehold interest in the Land, as more specifically described below, for the purpose of constructing, maintaining and operating the Project, (ii) the City's commitment to the replacement of the façade of City Hall, and (iii) the City's commitment to build a Parking Structure on Tract E of the Land.

E. In connection with the Company's proposal for development of the Land, the City Council conducted its own independent analysis of the Company's proposed development of the Land and the overall Project in general.

F. Based on the City Council's analysis of the Project, the City Council has determined that the Project will provide the following benefits for the residents of the City: (i) increase economic vitality and activity for the City, (ii) stimulate commercial growth and development of surrounding and neighboring commercial and retail properties and businesses within the City, (iii) generate additional sales tax revenue for the City, (iv) enhance the overall tax base of the City, (v) promote local economic development within the City; (vi) further the objectives of the City; and (vii) generally benefit the City and its residents.

G. In furtherance of the City Council's desire to develop the Downtown District of the City of Garland, the City and the Company aspire to develop Tract C as a future phase of the Project, under terms as may be agreed upon at a later date.

H. Pursuant to Article 52-a of the Texas Constitution and TEX. LOC. GOV'T CODE §380.001, the City Council has agreed to enter into this Agreement with the Company and the Affiliate.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company agree as follows:

**ARTICLE 1**  
**Definitions**

For purposes of this Agreement, each of the following terms will have the meaning set forth herein unless the context clearly indicates otherwise:

**"203 Building"** means the building located at 203 North 5<sup>th</sup> Street, Garland, Texas.

**"203 Building Removal Date"** means November 1, 2013.

**"504 Building"** means the building located at 504 State Street, Garland, Texas.

**"504 Building Removal Date"** means November 1, 2013.

**"Affiliate"** means Oaks City Center LLC, a Minnesota limited liability company, which is an affiliate of the Company and which has the power and authority to cause the Company to comply with the terms of this Agreement.

**"Agreement"** means this Disposition and Development Agreement.

**"Apartments"** means residential space divided into individual dwelling units, to be located within the Development-Apartments.

**"Bond"** means a completion bond provided by the Company or the Company's general contractor for the benefit of the City and in form and substance reasonably acceptable to the City, to insure completion of the Company's obligations under this Agreement.

**"Casualty"** means fire, tornado, hurricane, earthquake, flood or similar casualty or Act of God that renders the Land or Project, or any part thereof, unfit for the Project's intended purposes.

**"City"** means the City of Garland, Texas, a home rule municipality.

**"City Contribution"** means the (i) Ground Lease, (ii) Public Infrastructure, and (iv) Site Preparation Work.

**"City Council"** means the city council for the City of Garland, Texas.

**"City Delays"** means any delays by the City in discharging its obligations under Section 4.3 of this Agreement.

**"City Hall"** means Garland City Hall, 200 North 5<sup>th</sup> Street, Garland, Texas.

**"Commencement of Construction Date"** means the earlier of (i) the date the Company commences construction on any portion of the Land on which the Project will be built, or (ii) **TBD**.

**"Company"** means Oaks Properties Development LLC, a Minnesota limited liability company.

**"Completion of Construction"** means the construction of the Project has achieved Substantial Completion.

**"Concept Plan"** means the conceptual development plan for the Project, a true and correct copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Concept Plan has been approved by the City and the Company in a very general format, and the City and the Company acknowledge and understand that the Concept Plan is, at this stage, only a very loose conceptual understanding of the Project and may change if prior written approval is given by the City and the Company.

**"Construction Completion Date--Apartments"** means November 1, 2014, the date on which the Substantial Completion—Apartments is achieved.

**"Construction Completion Date—Parking Structure"** means May 31, 2014, the date on which Substantial Completion—Parking Structure is achieved.

**"Construction Completion Date—City Hall"** means December 1, 2014, the date on which the construction of the improvements to City Hall have achieved Substantial Completion.

**"Construction Completion Date—Site Preparation"** means November 1, 2013, the date on which the Site Preparation Work is completed.

**"Construction Completion Date—Streetscape Improvements"** means October 1, 2014, the date on which Substantial Completion—Streetscape Improvements is achieved.

**"Construction Completion Date—Public Infrastructure"** means August 6, 2014, the date on which Substantial Completion—Public Infrastructure is achieved.

**"Construction Management Agreement"** means the construction management agreement to be entered into by the Company and the City pursuant to Article 4.2(c).

**"Construction Plans"** means the plans and specifications for the construction of the Project.

**"DDA Expiration Date"** means the earlier of (i) satisfactory completion of the Punch List Items, or (ii) the date on which this Agreement is terminated pursuant to Article 5 hereof.

**"Design Standards"** means the design standards governing the development of the Project, a true and correct copy of which is attached hereto as **Exhibit "C"** and incorporated herein by reference. The Design Standards will be in form and substance acceptable to the City and the Company, in their reasonable discretion.

**"Development-Apartments"** means the rental Apartments to be built on Tracts A and B and the surface parking lot to be built on Tract D.

**"Development-City"** means the replacement of the façade of, and related improvements to, City Hall, and the Parking Structure to be built by the City on Tract E.

**"ECRP Agreement"** means that certain Agreement Regarding Easements, Covenants, Restrictions and Parking Garage, to be entered into by and between the City and the Company, a true and correct copy of which is to be attached hereto as **Exhibit "J"** and incorporated herein by reference.

**"Effective Date"** means February 6, 2013.

**"Final Budget—City"** means the City's final budget of the Project, consistent with the City's obligations and responsibilities as detailed in this Agreement, to be prepared by the City following the respective submissions of the final Schematic Design Plans-Apartments and Schematic Design Plans-City and the remaining Plans for the design and construction of the Project, a true and correct copy of which is to be attached hereto as **Exhibit "H"** and incorporated herein by reference. Specifically, the Final Budget—City will include, among other items, the City's costs of construction of the Development—City, any expenses and costs allocated to the City by this Agreement for the Site Preparation Work, Public Infrastructure and Streetscape Improvements.

**"Final Budget—Company"** means the Company's final budget of the Project, consistent with the Company's obligations and responsibilities as detailed in this Agreement, to be prepared by the Company following the respective submissions of the final Schematic Design Plans-Apartments and Schematic Design Plans-City and the remaining Plans for the design and construction of the Project, a true and correct copy of which is to be attached hereto as **Exhibit "I"** and incorporated herein by reference. Specifically, the Final Budget—Company will include, among other items, the Company's costs of construction of the Development—Apartments and the Company's Guaranteed Contribution.

**"Force Majeure"** means any contingency or cause beyond the reasonable control of a party, including, without limitation, Acts of God or the public enemy, war, terrorist act, riot, civil commotion, insurrection, government or de facto government action or inaction, including extraordinary delays by the City in the issuance of necessary permits for the Project (unless caused by the intentionally wrongful or negligent acts or omissions of the party), fires, earthquakes, tornados, hurricanes, explosions, floods, strikes, slowdowns or work stoppages.

**"Ground Lease"** means that certain Ground Lease for the Land and, among other things, provisions related to the Parties' use, maintenance and sharing of the Parking Structure, to be entered into by and between the City, as lessor, and the Affiliate, as lessee, a true and correct copy of which is to be attached hereto as **Exhibit "D"** and incorporated herein by reference.

**"Guaranteed Contribution"** means the one million three hundred thousand dollars (\$1,300,000.00) agreed to be contributed by the Company and paid to the City to be used by the City to offset costs of Streetscape Improvements, Public Infrastructure and Site Preparation Work.

**"Land"** means Tracts A, B, and D as defined herein in Garland, Texas, and being further described in **Exhibit "A"**, attached hereto and incorporated herein by reference as if fully set forth herein.

**"Material Term or Condition"** means failure by the Company to do any one (1) or more of the following items: (i) timely cause Commencement of Construction of the Development-Apartments to occur, (ii) timely cause Completion of Construction of the Development-Apartments to occur, (iii) construct the Development-Apartments in substantial accordance with the Plans for the Development-Apartments as provided in Article 4 of this Agreement, or (iv) pay to the City the Guaranteed Contribution as required by this Agreement.

**"Ordinance"** means the ordinance enacted by the City to regulate on-street parking in a four block radius of City Hall.

**"Parking Structure"** means an above-ground parking structure to be constructed on Tract E and designed for the parking of motor vehicles and containing a minimum of 330 parking spaces in total, as depicted on **Exhibit "B"**, attached hereto and incorporated herein by reference. The Parking Structure will be designed, operated and constructed to facilitate parking for the general public, tenants of the Tract A residential units, and city employees.

**"Performance Guaranty"** means that certain Guaranty of Completion, a true and correct copy of which is attached hereto as **Exhibit "K"** and incorporated herein by reference.

**"Plans"** means the Design Standards; Schematic Design Plans-Apartments, Schematic Design Plans-City, Construction Plans, Streetscape Improvements Plans and any and all other plans and specifications relating to the architectural, site, engineering, landscaping, exterior lighting, facade, building elevations, or exterior construction of the Project; and all other materials which relate to construction of the Project. The Plans will be in form and substance acceptable to the City and the Company, in their reasonable discretion.

**"Project"** means, collectively, the Development-Apartments, the Development-City, the Streetscape Improvements, the replacement of the façade of, and the related improvements to, City Hall, the Parking Structure and the Public Infrastructure.

**"Projected Budget—City"** means the projected budget of the City of Garland for all of the hard costs of construction of the Project for which the City is responsible, as set forth on **Exhibit "F"**, attached hereto and incorporated herein by reference. Specifically, the Projected Budget—City will include the City's costs of construction of the Development—City and any expenses and costs allocated to the City by this Agreement, minus the Guaranteed Contribution, for the Site Preparation Work, Public Infrastructure and Streetscape Improvements..

**"Projected Budget—Company"** means the projected budget of the Company for all of the hard costs of construction of the Project, as set forth on **Exhibit "G"**, attached hereto and incorporated herein by reference. Specifically, the Projected Budget will include the Company's costs of construction of the Development—Apartments and the Guaranteed Contribution.

**"Public Infrastructure"** means installation of underground water, sewer, primary electricity, all other utilities (which will be stubbed to the boundary of Tracts A and B and D (electricity and water for irrigation only)) necessary for and consistent with the Project, and Streetscape Improvements.

**"Punch List Items"** means the list of respective items for which one party is financially responsible under the terms of this Agreement but the other party is responsible for constructing, prepared by the City and the Company following Substantial Completion, the resolution of which will bring the items into compliance with the Plans, as determined by the City, the Company and the general contractor, in their reasonable discretion.

**"Schematic Design Plans-Apartments"** means plans and specifications detailing the architectural, site, landscaping, exterior lighting, façade, building elevations and exterior construction materials for the rental Apartments to be built by the Company as its Project responsibilities.

**"Schematic Design Plans-City"** means plans and specifications detailing the architectural, site, landscaping, exterior, new façade for City Hall, interior building modernization and modifications, building elevations and exterior construction materials for the Parking Structure to be built by the City as its Project responsibilities.

**"Site Preparation Work"** means (i) demolition, clearing, grading, removal of the parking lot improvements, the two single family residences located in Heritage Park, the museum plaza, the depot building and Pullman rail car and Museum Street in and on Tracts A and E; (ii) demolition, clearing, and grading of the brick screening enclosure and mechanical equipment located on the east parking lot of City Hall; (iii) demolition, clearing and removal of electrical transformers on Tract A, and (iv) the removal of all pavement located in or on Tracts A, B, C and E, all currently located on the Land and any other work necessary for and consistent with the Project to prepare the Land for the Company's and City's construction of their respective Development improvements. Any necessary environmental abatement or remediation is specifically excluded from this definition.

**"Streetscape Improvements"** means the following:

a. Austin Street: the landscaping, sidewalks, lighting, as well as various other streetscape amenities (e.g., pavers, bicycle racks, trash cans, benches, etc.), located along the south-side of Austin Street between the right-of-way and the face of the apartment buildings and parking garage.

b. N. Fifth Street: the landscaping, sidewalks, lighting, as well as various other streetscape amenities (e.g., bicycle racks, trash cans, benches, etc.), located along North Fifth Street between Austin and State Street, between the right-of-way and the face of the Tract B apartment building and the face of City Hall. However, the area west of the Tract A apartment building (beginning at the southwest corner of the Tract A apartment building and ending at the northwest corner) between the right-of-way and the west face of the Tract A apartment building, is not included in the Streetscape Improvements definition.

c. Tract D: the landscaping, sidewalks, lighting, as well as various other streetscape amenities (e.g., pavers, bicycle racks, trash cans, benches, etc.), located adjacent to Tract D along State Street and N. Fifth street.

d. For reference, the relationship of the Streetscape Improvements to the Development-Apartments improvements and Development-City improvements is depicted on **Exhibit “L”** attached hereto and incorporated herein by reference.

**“Substantial Completion-Apartments”** means the point at which (i) the construction of the rental apartment buildings on Tracts A and B and the surface parking lot on Tract D have been sufficiently completed in compliance with the Plans and this Agreement, exclusive of Punch List Items, such that each improvement is fit for occupancy and for its intended use, and (ii) a certificate of substantial completion for each of the buildings on Tracts A and B and the surface parking lot on Tract D has been issued by the general contractor(s) and architect(s) to, and received by, the City.

**“Substantial Completion-City Hall”** means the point at which (i) the construction of the City Hall improvements have been sufficiently completed in compliance with the Plans and this Agreement, exclusive of Punch List Items, such that it is fit for occupancy and for its intended use, and (ii) a certificate of substantial completion for the City Hall improvements has been issued by the general contractor(s) and architect(s) to, and received by, the City.

**“Substantial Completion-Parking Structure”** means the point at which (i) the construction of the Parking Structure on Tract E has been sufficiently completed in compliance with the Plans and this Agreement, exclusive of Punch List Items, such that it is fit for occupancy and for its intended use, and (ii) a certificate of substantial completion for the Parking Structure has been issued by the general contractor(s) and architect(s) to, and received by, the City.

**“Substantial Completion-Public Infrastructure”** means the point at which (i) the construction of the Public Infrastructure has been sufficiently completed in compliance with the Plans and this Agreement, such that it is fit for its intended use, and (ii) a certificate of substantial completion for the Parking Structure has been issued by the general contractor(s) and architect(s) to, and received by, the City.

**“Substantial Completion-Site Preparation”** means the point at which (i) the Site Preparation Work has been sufficiently completed in compliance with the Plans and this Agreement, such that it is fit for its intended use, and (ii) a certificate of substantial completion for the Site Preparation work has been issued by the general contractor(s) and architect(s) to, and received by, the City.

**“Substantial Completion-Streetscape Improvements”** means the point at which (i) the construction of the Streetscape Improvements have been sufficiently completed in compliance with the Plans and this Agreement, exclusive of Punch List Items, such that they are for their intended use, and (ii) a certificate of substantial completion for the Streetscape Improvements has been issued by the general contractor(s) and architect(s) to, and received by, the City.

**“Title Company”** means the title company selected by the Company, its Affiliate or the lender to Affiliate, and the City to perform land title services for the Project



“**Tract A**” means the land to be developed by the Affiliate and improved with 148 rental apartment units north and east of City Hall, Garland, Texas.

“**Tract B**” means the land located at 203 North 5<sup>th</sup> Street, Garland, Texas to be developed by the Affiliate with 10 rental apartment units.

“**Tract C**” means the land located at the southwest corner of State Street and North 5<sup>th</sup> Street, generally known as 504 State Street, Garland, Texas, which the City and Company aspire to develop as a future phase of the Project, under terms as may be agreed upon at a later date.

“**Tract D**” means the land located at the southeast corner of State Street and North 5<sup>th</sup> Street, generally known as 500 State Street, Garland, Texas to be developed by the Affiliate with a surface parking lot to serve the Affiliate’s rental apartments.

“**Tract E**” means the land to be developed by the City and improved with a multi-level parking structure east and north of City Hall, Garland, Texas.

“**Value Engineering Date**” means June 15, 2013 with respect to both the Development-Apartments and the Development-City.

## **ARTICLE 2**

### **Conditions Precedent**

This Agreement is subject to the following conditions precedent:

2.1 **Ground Lease.** On or before June 1, 2013, the City and the Affiliate will have executed the Ground Lease and incorporated it into this Agreement.

2.2 **ECRP Agreement.** On or before June 1, 2013, the City and the Affiliate will have executed the ECRP Agreement and incorporated it into this Agreement.

2.3 **Schematic Design Plans Approval.** On or before April 1, 2013, the City must have received the Schematic Design Plans from the Company, and subsequently approved the Schematic Design Plans subject to Subsection 4.4(c) below.

2.4 **Company Financing.** On or before August 1, 2013, the Company will have obtained both (i) approval of the Project from the Company's internal investment committee, and (ii) acquisition and construction financing at rates sufficient to yield a rate of return on the Project acceptable to the Company in its sole discretion; provided, however, upon the Commencement of Construction Date the condition precedents set forth in this Section 2.4 shall automatically, without any act being required by any party, be deemed waived.

2.5 **Performance Guaranty.** Within 10 days of executing this Agreement, the Company agrees to provide to the City the Performance Guaranty acceptable to the City for the Development-Apartments improvements executed by Oaks Properties LLC, the parent company of the Company and the Affiliate.

2.6 **Project Overrun Costs.**

(a) The respective hard costs calculated in the Final Budget—City and the Final Budget—Company, shall not exceed five percent (5%) of the respective hard costs calculated in either the Projected Budget—City or the Projected Budget—Company.

(b) If the hard costs of the Development-Apartments, Development-City, the Site Preparation Work, Public Infrastructure, and/or the Streetscape Improvements as calculated in the Final Budget—City or the Final Budget—Company exceed by greater than five percent (5%) of the hard costs of the Development-Apartments, Development-City, the Site Preparation Work, Public Infrastructure, and/or the Streetscape Improvements as calculated in the Projected Budget—City or the Projected Budget—Company, the City and the Company agree to negotiate in good faith to redesign the Development-Apartments, Development-City and/or the Streetscape Improvements to bring the amount of the hard costs within the respective projected budgets. If the City and the Company agree on the redesign of the Development-Apartments, Development-City and/or the Streetscape Improvements, as applicable, so that the respective hard costs as calculated in the Final Budget—City and the Final Budget—Company no longer exceed the respective hard costs as calculated in the Projected Budget—City and the Projected Budget—Company by said five percent (5%), this condition precedent shall be satisfied.

(c) If the City and/or Company cannot agree on a redesign of the Development-Apartments, Development-City and/or the Streetscape Improvements as set forth in Section 2.6(b) above, either party will have the option, exercisable in that party's sole and absolute discretion, to terminate this Agreement whereupon the parties will have no further rights or obligations under this Agreement except to the extent same survive termination hereof; provided, however, that the foregoing right of termination by one party is expressly subject and subordinate to the other party's right to fund the amount by which the hard costs of the Development-Apartments, Development-City, the Site Preparation Work, Public Infrastructure, and/or the Streetscape Improvements (as calculated in each party's respective Final Budget) exceed the hard costs of the Development-Apartments, Development-City, the Site Preparation Work, Public Infrastructure, and/or the Streetscape Improvements (as calculated in each party's respective Projected Budget) (but without any right of reimbursement from the other party). All of the above must occur on or before the Value Engineering Date.

### **ARTICLE 3**

#### **Term**

3.1 **Term.** The term of this Agreement will begin on the Effective Date and continue until the DDA Expiration Date.

## ARTICLE 4 Project

4.1 **Due Diligence Information.** The Company acknowledges and agrees that the City has provided to the Company copies of the following: (i) a survey and legal description of the Land; (ii) all existing soils reports, environmental site assessments and similar materials relating to the Land; and (iii) all existing permits, development approvals, licenses and other entitlements affecting the Land. The Company waives any and all claims and/or causes of action regarding the City's delivery to the Company of due diligence information which relates to the Land and/or the Project. The City will reasonably cooperate with the Company's due diligence activities on the Land; provided, however, the City will not be required to incur any cost or expense in connection with such cooperation.

### 4.2 **Construction and Ownership.**

(a) Subject to events of Force Majeure, the Company will (i) cause construction of the Development-Apartments to commence on or before the Commencement of Construction Date<sup>1</sup>, and (ii) complete construction of the Development-Apartments improvements on or before the Construction Completion Date-Apartments.

(b) Subject to events of Force Majeure and the conditions precedent, the City will (i) cause construction of the Parking Structure to commence on or before the Commencement of Construction Date, and (ii) complete construction of the Parking Structure on or before the Construction Completion Date—Parking Structure. Further, the City will cause the replacement and construction of the City Hall façade, and related improvements, to commence on or before December 1, 2013.

(c) In cooperation with the City, the Company agrees to:

(i) design and construct the improvements on Tracts A, B, and D the Development-Apartments improvements at its sole cost and expense, and

(ii) design and construct the Streetscape Improvements adjacent to Tract D along State Street and N. Fifth Street (“Tract D Streetscape Improvements”) at its sole cost and expense. Any costs and expenses associated with the Tract D Streetscape Improvements shall not be included as a part of the Guaranteed Contribution.

(d) The City agrees to design and construct at City Hall and on Tract E the Development-City improvements. The parties will use their respective best efforts to engage the same general contractor to construct the Development-Apartment improvements, the Development-City improvements and the Streetscape Improvements (and such Public Infrastructure improvements deemed appropriate by the City, if any). In the event the Company and the City do not engage the same general contractor to

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<sup>1</sup> As expressly referenced in Section 2.4 above, upon Commencement of Construction the conditions precedent listed in Section 2.4 shall automatically, without any act being required by any party, be deemed waived.

complete the Project, the parties will enter into a Construction Management Agreement which will serve as the coordinating document between the Company's general contractor and the City's general contractor to proceed with the construction of the Project.

(e) Pursuant to the terms of the Ground Lease, the City will ground lease to the Affiliate the land on which the rental Apartment buildings located on Tracts A and B and the surface parking lot on Tract D of the Development are developed, and will provide easement access to the parking structure on Tract E of the Development under the terms of the ECRP Agreement. The City will own the Land, the Streetscape Improvements and the Parking Structure.

4.3 **Site Preparation Work; Public Infrastructure; Streetscape Improvements; 203 Building; and 504 Building.**

(a) The City agrees to complete the Site Preparation Work on or before the Construction Completion Date—Site Preparation.

(b) Subject to Section 4.2(c), the City agrees to complete the Streetscape Improvements work on or before the Construction Completion Date—Streetscape Improvements.

(c) The Company agrees to pay the City the Guaranteed Contribution in phases as described as follows:

(i) 25% of the Guaranteed Contribution (\$325,000.00) on the Construction Completion Date—Site Preparation;

(ii) 50% of the Guaranteed Contribution (\$650,000.00) on the Construction Completion Date—Public Infrastructure;

(iii) 25% of the Guaranteed Contribution (\$325,000.00) on the Construction Completion Date—Streetscape Improvements along Austin Street.

(d) Upon completion of the portions of the Site Preparation Work which require the removal of the two single family residences, the depot building, railroad car and museum, the City agrees, at its own costs and expense, to complete an environmental site assessment consisting of collecting soil samples to screen for chemical or metal contamination. If the environmental site assessment determines the presence of chemical, metal or any other type of contamination, and the cost to remediate the contamination exceeds \$250,000, then the City at its sole discretion may elect to: (1) terminate this Agreement pursuant to Section 5.3; or (2) enter into negotiations with the Company to share in the costs and expense of clean-up and remediation, which costs and expenses are not to be included in the Guaranteed Contribution.

(e) If the City completes the Site Preparation Work on or before the Construction Completion Date—Site Preparation and the Company fails to commence construction on Development—Apartments within thirty one (31) days after the City completes the Site Preparation Work (provided, however, that the City hereby covenants and agrees that it will not complete the Site Preparation Work any sooner than fifteen (15) days prior to Construction Completion Date—Site Preparation), then within thirty (30) days from when the Company actually, physically receives written notice from the City that the City may require reimbursement from the Company to preserve the area on which the Site Preparation Work was performed as required by a storm water pollution prevention plan promulgated by the Environmental Protection Agency, and enforced by the Texas Commission on Environmental Quality (e.g. cost and labor of purchasing and laying sod, other form of ground coverage, silt fencing, etc.), the Company agrees to remit to the City by wire transfer reimbursement for all reasonable costs and expenses (not to exceed \$50,000) incurred by the City to comply with said storm water pollution prevention plan, if any.

(f) On or before the 203 Building Removal Date, the City agrees to remove the 203 Building and complete any associated clearing and grading which relates thereto.

(g) On or before the 504 Building Removal Date, the City agrees to remove the 504 Building and complete any associated clearing and grading which relates thereto.

(h) In the event the City fails to timely complete the Site Preparation Work, the Public Infrastructure and/or removal of the 203 Building as provided herein, the Company is hereby authorized, at the sole cost and expense of the City, to exercise self-help and complete the Site Preparation Work, the Public Infrastructure and for removal of the 203 Building.

(i) Subject to Force Majeure, if the City fails to timely complete the (i) Site Preparation Work, (ii) Public Infrastructure, and (iii) removal of the 203 Building, the Company may immediately exercise the remedy of self-help and complete items (i) through (iii) in this Section 4.3(i) and pursue any and/or all remedies available to the Company pursuant to Section 5.2 below.

#### 4.4 **The Project.**

(a) **Schematic Design Plans and Projected Budget.** The Company, at its sole expense, will be responsible for the preparation of its Schematic Design Plans-Apartments. The City, at its sole expense, will be responsible for the preparation of its Schematic Design Plans-City and the plans for the Streetscape Improvements. The Company and the City will cause their respective architects to coordinate the Schematic Design Plans-Apartments, the Schematic Design Plans-City and the plans for the Streetscape Improvements to eliminate any conflicting site and design issues with respect to the contemplated improvements to be constructed on adjacent Tracts A and E. The Company and the City will jointly develop the Projected Budgets which will identify and specify sources and uses of funds required to complete the Project.

(b) **Construction Delays.** The above-referenced deadlines for Commencement of Construction and for Completion of Construction will be extended one (1) day for each day of delay attributable to events of Force Majeure or to any City Delays.

(c) **Schematic Design Plans-Apartments; Schematic Design Plans-City; Plans and Specifications.**

(i) On or before March 1, 2013, the Company agrees to submit to the City the Schematic Design Plans-Apartments for review and approval.

(ii) On or before May 15, 2013, the City agrees to submit to the Company the Schematic Design Plans-City for review and approval.

(iii) On or before December 2, 2013, the City agrees to submit to the Company Plans and Specifications for the Streetscape Improvements for review and approval.

(iv) The City will have fifteen (15) business days after receipt of the Schematic Design Plans-Apartments and Plans and Specifications for the Streetscape Improvements to approve or, in good faith, disapprove same, such disapproval (if applicable) to include specific reasons therefor. If the City fails to respond in said fifteen (15) day period, the Schematic Design Plans-Apartments shall automatically be deemed approved. Alternatively, if the City timely and properly responds, each party will then address issues raised by the other within ten (10) days upon receipt of same, and this process shall continue until all objections are resolved.

(v) The Company will have fifteen (15) business days after receipt of the Schematic Design Plans-City and Plans and Specifications for the Streetscape Improvements to approve or, in good faith, disapprove same, such disapproval (if applicable) to include specific reasons therefor. If the Company fails to respond in said fifteen (15) day period, the Schematic Design Plans-City shall be automatically be deemed approved. Alternatively, if the Company timely and properly responds, each party will then address issues raised by the other within ten (10) days upon receipt of same, and this process shall continue until all objections are resolved.

(vi) The City and the Company agree to work in good faith to finalize the Schematic Design Plans-Apartments and Schematic Design Plans-City, and the Plans (including the Plans and Specifications for the Streetscape Improvements), in a timely manner; provided, however, in the event a party fails to respond to a written objection within the ten (10) day period prescribed above, the objection shall automatically be deemed accepted.

(d) **Final Budget.** The City and the Company will complete their respective Final Budgets for their respective portions of the Project on or before June 15, 2013.

(e) **Construction Progress Meetings.** During the construction of the Project, the City agrees to schedule "job progress" meetings every two weeks to permit regular monitoring of scheduling and status of construction of the Project. The City agrees to furnish to the Company reasonable prior notice of any rescheduled meeting. The Company agrees to attend the scheduled "job progress" meetings and where unable to attend, give the City reasonable prior notice.

(f) **Design Progress Meetings.** During the design of the Project, the City agrees to schedule monthly (or more often, as may be reasonably necessary) design progress meetings. The City agrees to furnish to the Company reasonable prior notice of any rescheduled meeting. The Company agrees to attend the scheduled "design progress" meetings, and where unable to attend, give the City reasonable prior notice.

(g) **Accounting/Change Orders.**

(i) Following approval of the separate Guaranteed Maximum Price contracts for the Development-Apartments and Development-City portions of the Project and prior to the approval of the Construction Manager at Risk's first billing, the Construction Manager at Risk will provide a detailed schedule of values showing the division of costs (financial responsibility) between the Company and the City. It must be reviewed and accepted by both parties before work proceeds.

(ii) Change Orders may only occur after the Guaranteed Maximum Price is established and the contract is executed. Change orders initiated by the Company and approved by the Company's construction lender will be paid for by the Company. Change Orders initiated by the City will be paid for by the City. Should both parties agree to sharing in the cost of a change request, the Construction Manager at Risk will issue a change order to each party with the cost of the change allocated between the two parties. The allocation is to be agreed upon by both parties prior to the authorization to the Construction Manager at Risk to proceed with the work.

(h) **Substantial Completion.** Each party hereto will be responsible for the timely completion of its respective construction obligations under this Agreement pursuant to the terms and provisions contained within this Agreement and, if applicable, the Ground Lease.

(i) **Warranties.** The Company agrees, as a part of the costs of construction, to obtain and assign to the City the warranties from the Company's and Affiliate's contractors, subcontractors and suppliers providing labor and/or materials in connection with the portions of the Project the Company or Affiliate is responsible for constructing, but the City is responsible for maintaining; provided that such assignment will not prevent the Company or Affiliate from enforcing the same.

(j) **Risk of Loss.** Beginning on the Construction Commencement Date and continuing until termination of the Ground Lease, risk of loss due to Casualty of all, or

any portion of, the (i) Development-Apartments will be borne by the Company, and (ii) Replacement of the façade of and related improvements to City Hall, the Parking Structure, Streetscape Improvements and Public Infrastructure will be borne by the City, all pursuant to the terms and provisions contained within this Agreement and, if applicable, the Ground Lease.

4.5 **General Requirements For Design and Construction.** The Project will be designed and constructed by the party responsible therefore generally in a good and workmanlike condition, lien-free, according to normal and customary standards for “Class A” multi-family real estate developments of this type in this geographical area (Dallas / Fort Worth), and specifically in substantial accordance with the Plans. The Company and Affiliate will cause all necessary permits, consents, notices, approvals, etc. required by the City and any other applicable governmental and/or quasi-governmental authorities to be issued for construction and operation of the Project, and (subject to Section 6.17 below) the City agrees to cooperate with the Company and Affiliate in obtaining all necessary permits, consents, notices, approvals, etc. required by any applicable governmental and/or quasi-governmental authority.

4.6 **Insurance.** Throughout the term of this Agreement, the Company and Affiliate, at their expense, agree to maintain in full force and effect, the following insurance:

(a) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company's performance of its obligations pursuant to this Agreement with (1) a policy of comprehensive general liability (public) insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage with an aggregate of not less than \$2,000,000.00; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by the Company, its officers, agents, and employees, and used in the performance of its obligations hereunder with minimum coverage of \$500,000.00; and (3) statutory Workers' Compensation Insurance covering all employees involved in the performance of its obligations hereunder.

(b) All insurance and certificate(s) of insurance will: (1) name the City, as an additional insured as to all applicable coverage with the exception of Workers' Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. All insurance companies providing the required insurance will be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(c) A certificate of insurance evidencing the required insurance will be submitted by the Company and Affiliate to the City upon the City's written request.



**ARTICLE 5**  
**Default, Remedies and Termination**

**5.1 Default.**

(a) Either the City or the Company will be in default under this Agreement upon a breach of any term or provision contained within this Agreement if the defaulting party fails to cure the breach within thirty (30) days after the defaulting party actually, physically receives written notice of the breach. However, a party will not be deemed to be in default if such breach cannot be rectified within said thirty (30) day period despite the breaching party's good faith and diligent efforts to do so, and such party will have commenced to cure the breach within said thirty (30) days and diligently pursues such cure until completion, but in no event may the cure period exceed (under any circumstances) ninety (90) days.

(b) The notice required in Section 6.1 is a condition precedent to the exercise of any remedy provided herein. In addition, if the breaching party timely cures any breach of which it has received notice, such breach will be deemed waived by the other party, and this Agreement will continue in full force and effect.

**5.2 Remedies.** In the event the Company or the City, respectively, is in default under the terms of this Agreement, as set forth in Section 5.1 above, the other party will have the right, but not the obligation, to institute legal action against the defaulting party for specific performance, declaratory relief, damages or any other legal or equitable remedy. Any rights and remedies provided in this Agreement will be in addition to, and not in substitution for or exclusion of, any other rights and remedies which the parties may have under any applicable law. With respect to the liabilities of the City to the Company pursuant to this Agreement, the City hereby expressly waives any immunity or defense to suit or liability for damages that may be available to the City as a home rule municipality or subdivision of the State of Texas, to the extent permitted by applicable laws.

**5.3 Termination.** Notwithstanding any default hereunder (except as provided in this Section 5.3) or anything else to the contrary herein, this Agreement may not be terminated by either party hereto except upon the occurrence of one or more of the following:

- (a) the mutual written agreement of the City and the Company;
- (b) the DDA Expiration Date;
- (c) where an environmental site assessment determines the presence of chemical, metal or any other type of contamination, and the cost to remediate the contamination exceeds \$250,000; or
- (d) if the Company is in default of any Material Term or Condition and has not cured the default within the cure period provided in Section 5.1(a) herein.

**ARTICLE 6  
Miscellaneous**

6.1 **Notice.** Any notice required or permitted to be delivered hereunder will be deemed received three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by a nationally-recognized overnight courier (such as FedEx) or otherwise hand delivered.

If intended for  
the City: City Manager  
City of Garland, Texas  
200 N. Fifth Street  
Garland, Texas 75040  
Telephone: (972) 205-2465  
Fax: (972) 205-2504

with a copy to: Office of the City Attorney  
Attention: Brad Neighbor, Esq.  
City of Garland, Texas  
200 N. Fifth Street, Fourth Floor  
P.O. Box 469002  
Garland, Texas 75046-9002  
Telephone: (972) 205-2380  
Fax: (972) 205-2389

If intended for  
the Company: Norman P. Bjornnes, Jr., Esq.  
Oaks Properties LLC  
401 Groveland Avenue  
Minneapolis, Minnesota 55403  
Telephone: (612) 879-1804  
Fax: (612) 874-1054

with a copy to: Gregory J. Collins, Esq.  
Mulligan & Bjornnes PLLP  
401 Groveland Avenue  
Minneapolis, Minnesota 55403  
Telephone: (612)-879-1816  
Fax: (612) 871-7869

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

6.3 **Limitation on Liability.** It is understood and agreed between the parties that the Company and the City, in satisfying the conditions of this Agreement, have acted independently,

and neither party assumes responsibilities or liabilities to third parties in connection with these actions.

6.4 **Prevailing Party.** In addition to the recovery of damages and of any sums expended on behalf of the defaulting party, together with interest thereon at the highest lawful rate, the prevailing party in any action to enforce any provision of this Agreement will be entitled to receive from the other party its costs and expenses incurred in connection with such action, including actual reasonable attorneys' fees and costs for services rendered to the prevailing party in any such action (including any appeal thereof).

6.5 **Coordination and Cooperation.** The City and the Company will make commercially reasonable efforts to ensure that their respective contractors, subcontractors and representatives coordinate and cooperate with one another.

6.6 **Marketing and Leasing Activities.** Upon Commencement of Construction, the Company agrees to post on the Project site prominent advertising signs announcing the Project and, in particular, the Development-Apartments. The Company agrees to advertise and promote leasing of the Development-Apartments in a commercially reasonable manner customary for the Dallas / Fort Worth market area in accordance with a marketing plan similar to the marketing plan attached hereto as **Exhibit "E"** and incorporated herein by reference as if fully set forth herein, which is acceptable to the City, in its reasonable discretion.

6.7 **Plats.** The City covenants and agrees in favor of the Company that a plat for Tracts A and E and separate plats for Tracts B, C and D, if deemed appropriate by the Company and the City, will be completed and filed at the City's sole cost and expense on or before Commencement of Construction Date if required by Title Company and that, at such time, the Tracts A and E, and Tracts B, C and D if applicable, will be correctly platted in accordance with the then-current requirements of all applicable subdivision ordinances and all other governmental regulations. The City agrees to provide the Company with copies of any documents filed with any governmental and/or quasi- governmental agencies in connection with this Section.

6.8 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and will not be deemed to create a partnership or joint venture between the parties, nor to cause the City to be deemed to be a constituent partner of the Company.

6.9 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The Company represents and warrants to the City that the Company is a duly formed, validly existing Delaware limited liability company in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

6.10 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There are no other collateral oral or written agreements between the parties that in any manner relate to the subject matter of this Agreement, except as provided herein.

6.11 **Governing Law.** This Agreement is governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application

of the laws of another jurisdiction. Venue for any action concerning this Agreement will be mandatory in Dallas County, Texas, to the exclusion of all other venues. The parties agree to waive any objections related to appearing in a court in Dallas County, Texas, including, without limitation, objections based on personal jurisdiction.

6.12 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.13 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions of this Agreement, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts will be deemed an original instrument, but all of the counterparts will constitute one and the same instrument.

6.15 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement will survive termination hereof.

6.16 **Approval of Parties.** Whenever this Agreement requires or permits the approval or consent to be given by a party, the parties agree that such approval or consent will not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary herein.

6.17 **Further Assurances.** Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

6.18 **Authority.** The Company represents, warrants and covenants that it has the authority to (i) enter into, execute and deliver this Agreement and (ii) perform and comply with all of the terms, covenants and conditions to be performed and complied with by the Company hereunder. The City represents, warrants and covenants that (i) it has the authority to enter into, execute and deliver this Agreement and (ii) it has the authority to perform and comply with all of the terms, covenants and conditions to be performed and complied with by the City hereunder.

6.19 **Time for Performance.** Time is of the essence in the performance of each party's obligations hereunder; provided, however, that if any date for performance by a party hereto falls on a Saturday, Sunday or a day on which national banking associations operating in the State of Texas are not open for business, then such party's performance will not be due until the next day thereafter that is not a Saturday, a Sunday or a day on which national banking associations operating in the State of Texas are not open for business.

6.20 **No Vesting Rights.** Nothing in this Agreement will be construed to constitute an application, plan or permit as envisioned by Chapter 245 of the Texas Local Government Code,

as amended, or to create any right or vest any right that might otherwise accrue under such Chapter.

6.21 **Limitation on Waivers, Etc.** If any department, division, etc. of the City grants any type of waiver, variance or other concession in connection with any aspect of this Agreement (including, without limitation, the City's approval of the Plans), such waiver, variance or other concession will be strictly limited to the department, division, etc. granting same and will not be binding upon, or otherwise applicable to, any other department, division, etc. of the City.

6.22 **Recitals.** The Recitals set forth at the beginning of this Agreement constitute substantive terms of this Agreement and are incorporated herein by this reference.

**CITY:**

CITY OF GARLAND,  
a Texas home-rule municipality

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

Printed Name: William E. Dollar

Title: City Manager

**COMPANY:**

OAKS PROPERTIES DEVELOPMENT LLC, a  
Minnesota limited liability company

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

Printed Name: Norman P. Bjornnes, Jr.

Title: President/Chief Manager

**EXHIBIT “A”**

to that certain  
Disposition and Development Agreement  
entered into by and between  
The City of Garland, Texas, a home rule municipality  
and  
Oaks Properties Development LLC, a Minnesota limited liability company

Land

[attached]

**EXHIBIT “B”**

to that certain  
Disposition and Development Agreement  
entered into by and between  
The City of Garland, Texas, a home rule municipality,  
and  
Oaks Properties Development LLC, a Minnesota limited liability company

Concept Plan

[attached]

**EXHIBIT “C”**

to that certain  
Disposition and Development Agreement  
entered into by and between  
The City of Garland, Texas, a home rule municipality,  
and  
Oaks Properties Development LLC, a Minnesota limited liability company

Design Standards

[attached]





# Planning Report

File No. 12-55/District 7

Agenda Item:

Meeting: City Council

Date: February 5, 2013

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## The Charter School Fund, LLC

### North of Belt Line Road and west of North Shiloh Road

#### REQUEST

Approval of 1) a Specific Use Permit for a Charter School on property zoned Shopping Center (SC) District and 2) a variance to Section 24-600 of Comprehensive Zoning Ordinance 4647 regarding building height.

#### OWNER

Harold Peek

#### PLAN COMMISSION RECOMMENDATION

On January 14, 2013 the Plan Commission, by a vote of seven (7) to zero (0), recommended approval of the Specific Use Permit for a period of thirty (30) years tied to The Charter School Fund, LLC and a variance to Section 24-600 of Comprehensive Zoning Ordinance 4647 regarding building height. Plan Commission recommended the following conditions and the applicant agreed:

- The charter school shall only contain grades kindergarten through eighth grade.
- No lighting shall be provided on the outdoor athletic fields.

#### STAFF RECOMMENDATION

Approval of 1) a Specific Use Permit for a Charter School on property zoned Shopping Center (SC) District. Developing the property with an institutional use would provide a greater transition from intensities of non-residential uses to the south of the subject property and buffer the adjacent residential district from incompatible uses. The thorough traffic management plan will help to mitigate the impact of vehicles on the surrounding area.

Approval of 2) a variance to Section 24-600 of Comprehensive Zoning Ordinance 4647 regarding building height. The majority of the building complies with the height limitations of the ordinance and the varied height will allow for horizontal articulation along the roofline of the building, providing more visual interest.

#### BACKGROUND

The applicant requests approval of a Specific Use Permit to develop 13.237 acres of a 23.64 acre tract of land with an approximately 90,100 square foot Charter School. The site is currently used as a driving range and a par three, nine hole golf course. Charter Schools require approval of a Specific Use Permit

through the public hearing process in all zoning districts. The Charter School will be comprised of grades kindergarten through eighth grade with approximately 1,296 students.

## **SITE DATA**

The subject lot contains 13.237 acres with approximately 615 feet of frontage along North Shiloh and approximately 30 feet of frontage along Belt Line Road.

## **USE OF PROPERTY UNDER CURRENT ZONING**

The Shopping Center (SC) District provides for the establishment of convenient retail and personal service activities by grouping compatible uses in a single center which is designed in an integrated manner according to an overall site plan. The Shopping Center (SC) District accommodates shopping center development having a neighborhood or community service area. The Shopping Center (SC) District requires approval of a Specific Use Permit for a Charter School.

## **CONSIDERATIONS**

1. The proposed charter school will be operated as the International Leadership of Texas, with 64 classrooms and specific rooms for music, art science and a library/media center. The curriculum, for kindergarten through eighth grade, is based on an accelerated pace of study with a focus on character building while incorporating a fitness and wellness program. The hours of operation would be during the traditional school year Monday through Friday 7am to 4:15pm. Grades kindergarten through fourth will start school at 7:45am and end at 3:45pm and grades fifth through eighth will start at 8:15am and end at 4:15pm.
2. The proposed charter school will include an indoor gymnasium as well as athletic fields to the west of the building. The athletic fields will not be illuminated and will only function during school hours. The athletic fields also serve as a storm retention system to assist with the impact of storm water on the site.
3. The parking requirement for a Charter School is based on the age and number of students. One parking space is required for each 20 elementary students, one space for each 15 middle school students, and one space for each 3 high school students. The applicant estimates there would be mostly elementary students along with a number of middle school students for a total of 1,296 students. The parking required is 108 spaces and the applicant is providing 197 spaces.
4. Based on the size of the Charter School and the location, the Transportation Department requested a Traffic Impact Study to be submitted by the applicant to analyze the traffic impacts on North Shiloh Road, Belt Line Road and surrounding area. The thorough analysis provided the Transportation Department with the necessary information to recommend the following:

- A northbound left turn lane with a dimension of 200 feet storage length and 100 feet transition to be constructed at the median opening at the north school driveway on Shiloh Road.
  - A southbound right turn lane with a dimension of 100 feet storage length and 100 feet transition to be constructed at the north school driveway on Shiloh Road.
  - A westbound right turn lane with a dimension of 100 feet storage length and 100 feet transition to be constructed at the school driveway on Belt Line Road.
  - For the south route, combine the two pick up/drop off lanes into one continuous pick up/drop off lane south of the school and athletic fields.
  - Develop an operation procedure to include an on-site traffic circulation for morning drop-off and afternoon pick-up for the different grade levels, dismissal times, and during inclement weather.
  - On-site signage and pavement markings designating pick up/ drop off lanes.
  - A map of the traffic circulation and instructions for pick up/drop off will be included in the student/parent information package.
  - Any deviation from the approved pick up/drop off procedure will require approval from the Transportation Department.
5. The applicant has revised the plans to meet all the aforementioned conditions from the Transportation Department. They will also implement varied start and end times to reduce the concentration of vehicles at any one time. As stated before, grades kindergarten through fourth will start school at 7:45am and end at 3:45pm and grades fifth through eighth will start at 8:15am and end at 4:15pm. The applicant has worked closely with the Transportation Department to devise a traffic circulation plan that will minimize the impacts on the adjacent thoroughfares and surrounding area.
6. The applicant is proposing a one story building comprised primarily of stucco with brick on portions of the facades. The building will be articulated with columns and offsets to minimize the appearance of a long uninterrupted façade. Section 24-600 of the Comprehensive Zoning Ordinance dictates the maximum height within the Shopping Center District as thirty (30) feet. The applicant is requesting a variance to exceed the thirty foot height on three elements: the peak of the gable feature over the main entrance at approximately 42 feet, the adjacent parapet at approximately 33 feet and the parapet around the gymnasium at 31 feet. The tallest portion of the building is approximately 300 feet from the adjacent residential district and faces North Shiloh Road. The variations in height provide a preferred design aesthetic by the applicant.
7. The landscape plan is in compliance with the Screening and Landscape Standards including a six (6) foot tall masonry wall with one tree planted for every thirty linear feet along the adjacent residential district to the north.

8. The applicant is proposing two signs on the property: a programmable monument sign on North Shiloh Road and a sign on Belt Line Road. The sign on North Shiloh Road will be approximately 10 feet in height, 44 square feet in sign area. The sign on Belt Line road is 6 feet, 8 inches tall and 32 square feet in sign area. The driveway access on Belt Line is crucial to the overall traffic circulation plan and the sign on Belt Line will help to identify the entrance to the school.
9. There are established residential dwellings immediately to the north of the proposed Charter School but the school building and parking lot are separated from the residential property lines by 120 feet and 40 feet, respectively. Additionally, the masonry wall and landscaping along the common property line will help to mitigate any noise or visual impacts.
10. The applicant is requesting approval of the Specific Use Permit for thirty (30) year period tied to The Charter School Fund LLC.

## **COMPREHENSIVE PLAN**

The Future Land Use Map of the Envision Garland Plan designates the subject property as Compact Neighborhood. Compact neighborhoods provide areas for moderate increases in residential density, including single-family attached and single-family detached housing. These areas provide transitions between traditional residential neighborhoods and higher density residential neighborhoods and non-residential developments. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The zoning on the subject property is Shopping Center District and if the property were to be developed with shopping center uses it would be contrary to the proposed future land use within Envision Garland. Developing the property with an institutional use would provide a greater transition from intensities of non-residential uses to the south of the subject property and buffer the adjacent residential district.

## **COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

The property immediately to the north of the subject property is zoned and developed with single family residences. The property to the west is zoned within a Planned Development for a Health Care and Rehabilitation Center. Property to the immediate south is zoned Shopping Center with SUP for Commercial Amusement, Outdoor (driving range). The property further south is zoned Shopping Center with an SUP for Retail Sales with Gas Pumps and is developed with QuikTrip convenience store/gas station. Although the zoning allows for shopping center uses, the development of the property with an institutional use would be appropriate given the proximity to residential and the full utilization of land. The site will be developed in such a way that the remaining portion of the existing driving range could be developed with shopping center uses in a configuration further from the residential and consistent with similar commercial developments in the area. Provided the applicant complies with the City's standards and any additional conditions required as a part of the Specific Use Permit, the Charter School would be a compatible use with the surrounding zoning and land uses.

Prepared By:

Chasidy Allen, AICP  
Principal Planner

Date: January 24, 2013

Reviewed By:

Neil Montgomery  
Director of Planning

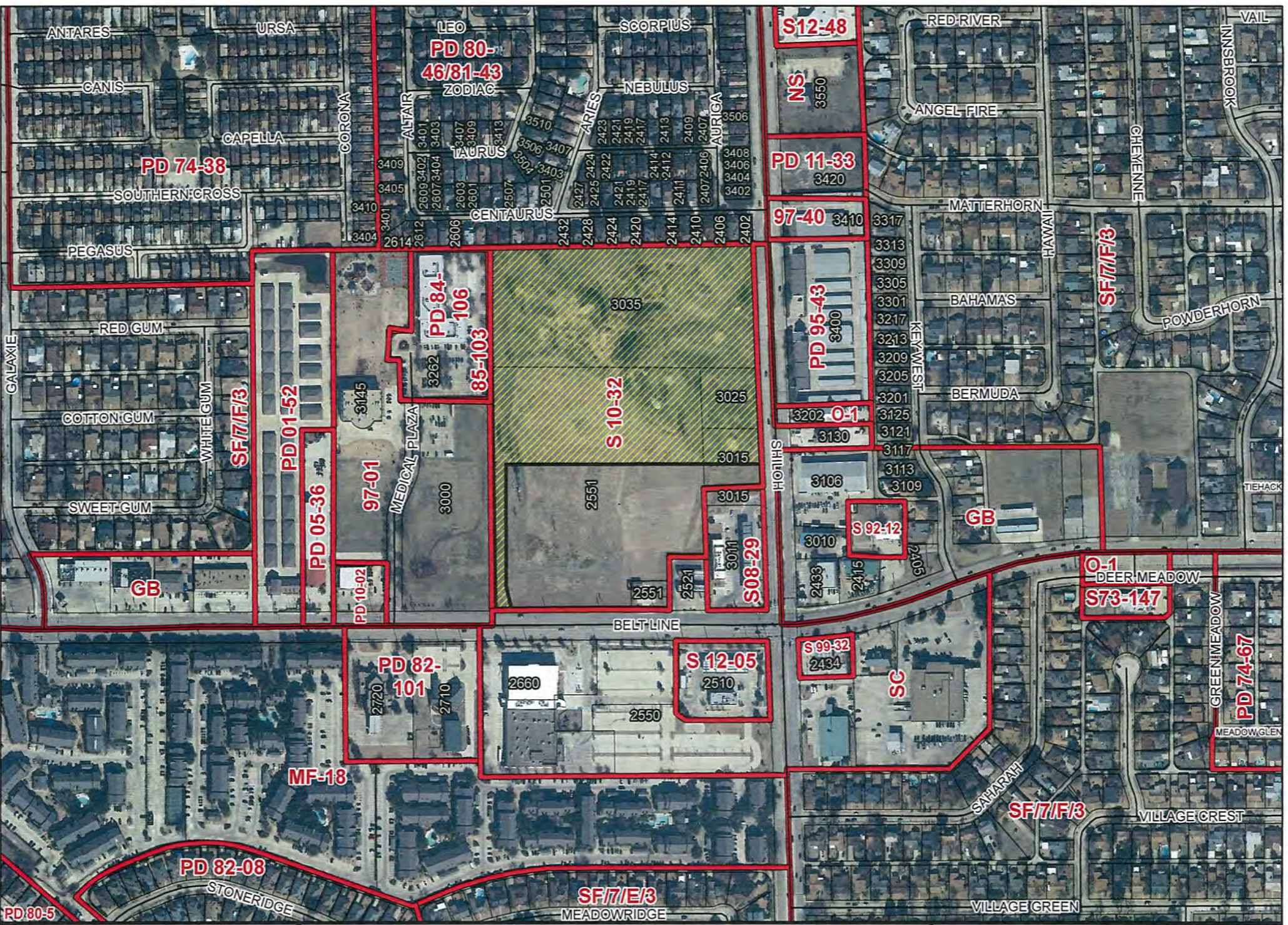
Date: January 25, 2013

Reviewed By:

William E. Dollar  
City Manager

Date: January 28, 2013





# ZONING Z 12-55

 INDICATES AREA OF REQUEST

0 200 400 Feet



## SPECIFIC USE PERMIT CONDITIONS

### ZONING FILE 12-55

#### North of Belt Line Road and west of North Shiloh Road

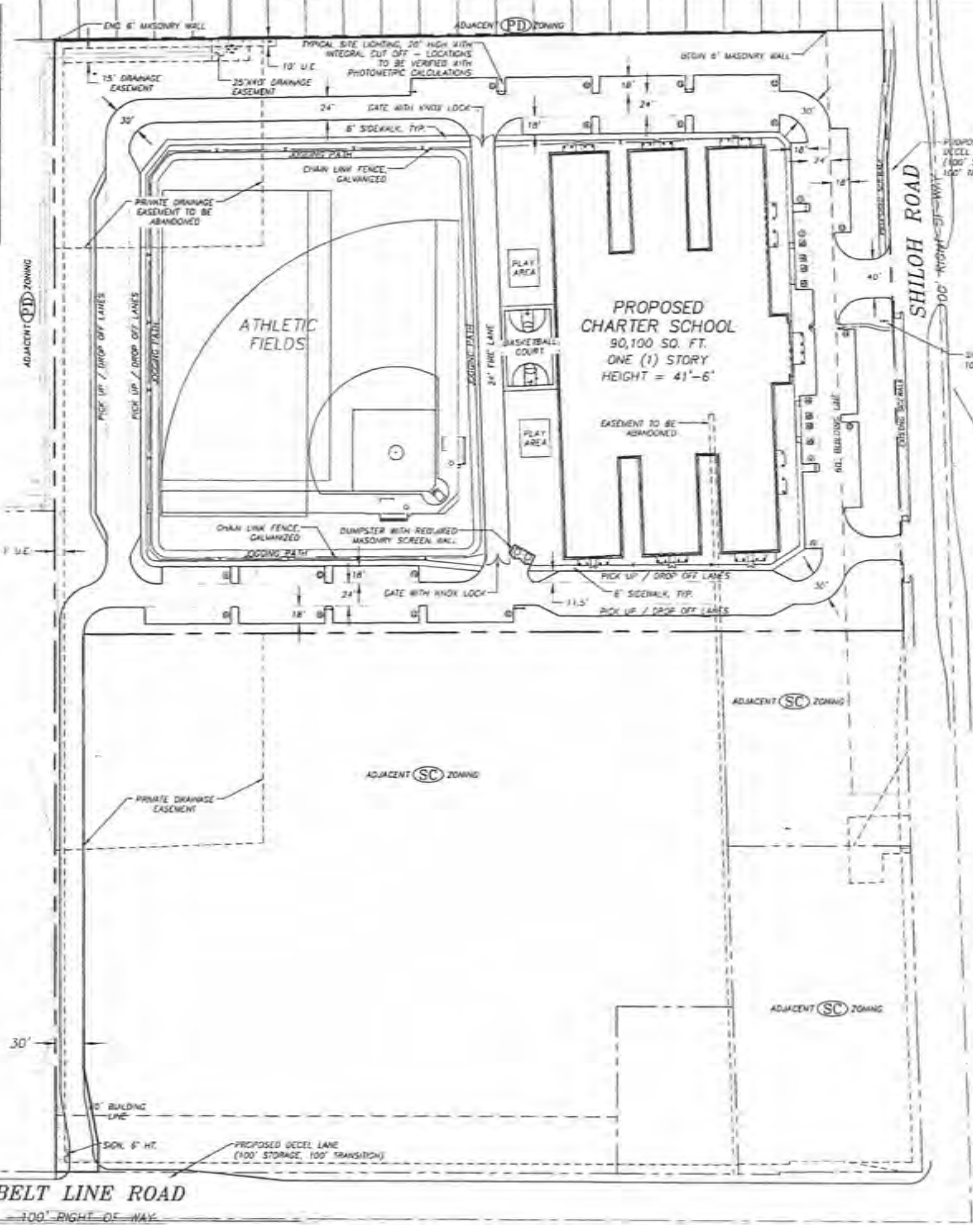
- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to allow a Charter School on the subject property subject to conditions.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Shopping Center (SC) District set forth in Section 24 and 33 of the Comprehensive Zoning Ordinance are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Specific Regulations:**
  - A. Time Period: The Specific Use Permit shall be in effect for a thirty (30) year time period and shall be tied to The Charter School Fund, LLC.
  - B. Grade levels: Only grades kindergarten through eighth grade shall be permitted.
  - C. Site Plan: Development shall be in general conformance with the site plan as identified as Exhibit C.
  - D. Landscape Plan: Screening and landscaping shall be maintained as shown on Exhibit D.
  - E. Building Elevations: The exterior elevations shall be constructed in general conformance with Exhibit E. The majority of the building shall comply with the maximum height of thirty (30) feet, except the three specified elements: the peak of the gable feature over the main entrance at approximately 42 feet, the adjacent parapet at approximately 33 feet and the parapet around the gymnasium at 31 feet.
  - F. Illumination: There shall be no lighting on the outdoor athletic fields. All other lighting must meet the Glare and Lighting Standards.
  - G. Traffic Circulation Plan: In addition to the traffic circulation plan (Exhibit F) the charter school shall develop an operation procedure to include an on-site traffic circulation for morning drop-off and afternoon pick-up for the different grade levels, dismissal times, and during inclement weather; have on-site signage and pavement markings designating pick up/ drop off lanes; and a map of the traffic circulation and instructions for pick up/drop off will be included in the student/parent information package. Any deviation

from the approved pick up/drop off procedure will require approval from the Transportation Department.



EXHIBIT C

SITE DATA		
ELEMENT	REQUIRED	PROVIDED
LOT AREA	N/A	578,658 SQ. FT. (13.237 ACRES)
BUILDING S.F.	N/A	90,100 SQ. FT.
PARKING	1 PER 20 STUDENTS - GRADES K-4 1000 STUDENTS / 20 = 60 SPACES REQUIRED 1 PER 15 STUDENTS - GRADES 5-8 750 STUDENTS / 15 = 48 SPACES REQUIRED TOTAL SPACES REQUIRED = 108	197 PARKING SPACES PROVIDED
BUILDING HEIGHT	MAXIMUM BUILDING HEIGHT ALLOWED: 30'	41'-6"
LOT COVERAGE	LOT COVERAGE ALLOWED: 40% = 230,863 S.F.	LOT COVERAGE PROVIDED: 15.6% (90,100 S.F.)
OCCUPANCY CLASSIFICATION	N/A	E - CHARTER SCHOOL



**PROJECT DESCRIPTION**  
MEX K THROUGH B CHARTER SCHOOL

**CURRENT ZONING**  
SC (WITH SUP 10-32 FOR COMMERCIAL AMUSEMENT OUTDOOR)

**PROPOSED ZONING**  
SC (WITH SUP FOR CHARTER SCHOOLS)

**OWNER**  
THE CHARTER SCHOOL FUND II, LLC  
855 BROADSHIRE, SUITE 300  
BOISE, IDAHO 83702  
TEL: 208-908-5505  
FAX: 208-430-4824  
CONTACT: BRIAN HOFFMEIER  
b.hoffmeier@charterschoolfund.com

**CIVIL ENGINEER / LANDSCAPE ARCHITECT**  
MPCORSE HOLDINGS ASSOCIATES  
200 E. ABBOTT  
IRVING, TEXAS 76001  
TEL: 817-469-1679  
FAX: 817-274-8257  
CONTACT: JACOB SMITH  
jacob@mpcorse.com

**LEGAL DESCRIPTION**  
BEING A 13.237 ACRE TRACT OF LAND LOCATED IN THE JOHN CASEY SURVEY, AMBIRACH NO. 256, IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS.

INTERNATIONAL LEADERSHIP OF TEXAS - GARLAND SPECIFIC USE PERMIT GARLAND, TEXAS

PROJECT TITLE: INTERNATIONAL LEADERSHIP OF TEXAS - GARLAND SPECIFIC USE PERMIT

**mimja**  
myoskia+mcinnis+associates  
10000 W. HIGHTWAY 170  
SUITE 1000  
DALLAS, TEXAS 75241  
TEL: 817-469-1679  
WWW.MIMJA.COM

PROJECT NUMBER:	2012-01-01	12/17/2012
PROJECT MANAGER:	J. BUNYER	
DRAWN BY:	B. JORDAN	
CHECKED BY:	C. WYOSKIE	
ISSUE DATE:	12/18/2012	

REV. DATE. DESIGNED BY  
SHEET NO.: SUP SITE PLAN

SHEET NO. 1

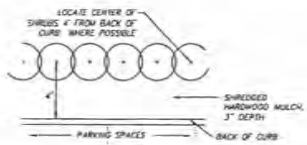


PROJECT: 2012-01-01; DATE: 12/18/2012; TIME: 10:00 AM; USER: JACOB SMITH; PLOT: SUP SITE PLAN

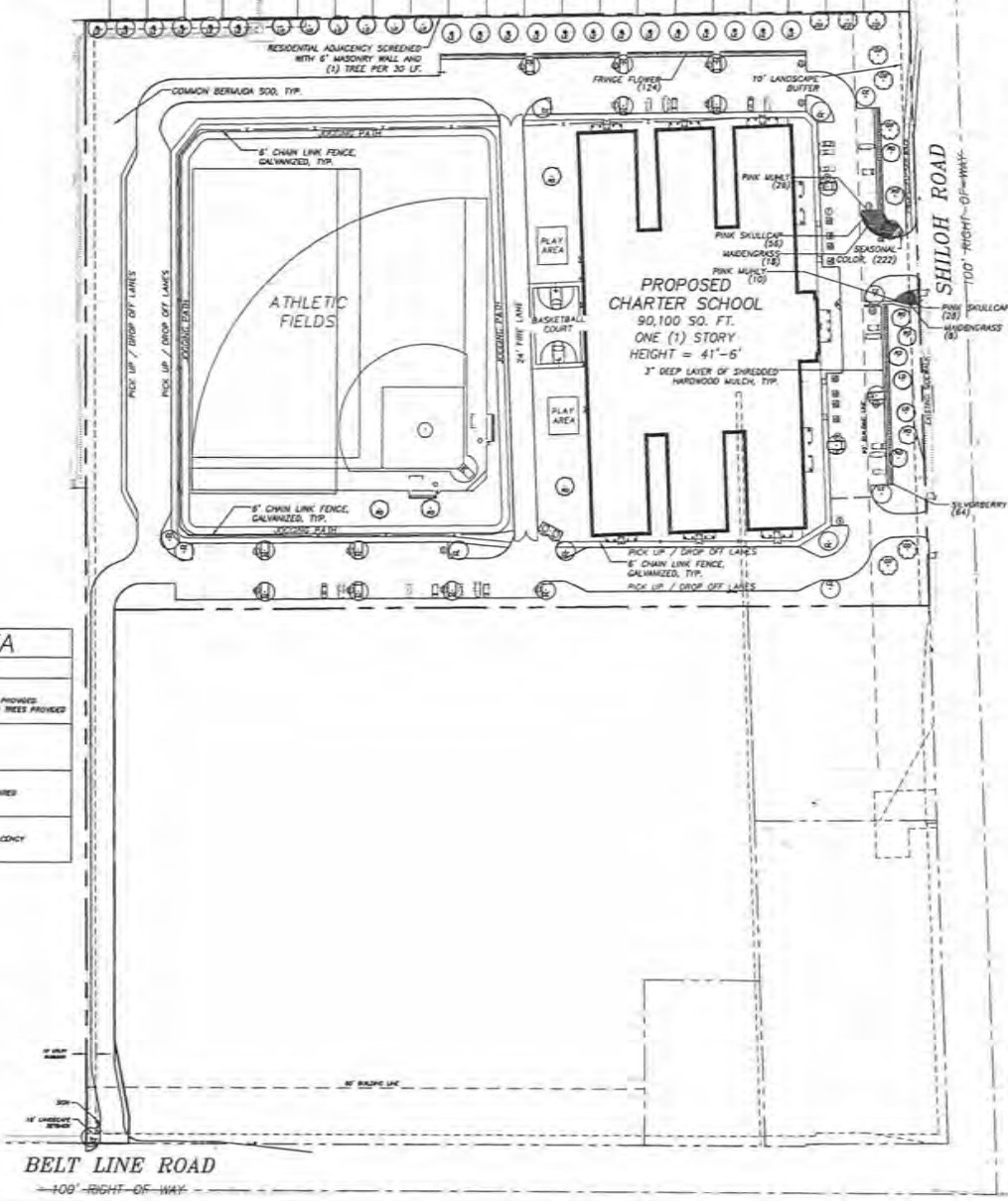
TREE LEGEND				
TREES	CODE	QTY	COMMON NAME	CONT
	CE	27	CEDAR ELM	B & B OR CONTAINER
	CO	8	CHINQUAPIN OAK	B & B OR CONTAINER
	LE	19	LACEBARK ELM	B & B OR CONTAINER
	LO	8	LIVE OAK	B & B OR CONTAINER
	RO	11	SHENANDO RED OAK	B & B OR CONTAINER

PLANT LEGEND			
SHRUBS	QTY	COMMON NAME	CONT
	29	ANDROMEDA	3 GAL
	18	ANDROMEDA JUMPER	2 GAL
	124	FRINGE FLOWER	3 GAL
	32	PINK MONKEY	2 GAL
	81	PINK SKULLCAP	1 GAL
	101	SILVERBERRY	3 GAL
GROUND COVERS	QTY	COMMON NAME	CONT
	287,403 SF	COMMON BERNUGA	SOLID 500
	450	SEASONAL COLOR	4" POTS @ 8" OC

LANDSCAPE AND SCREENING DATA		
ELEMENT	REQUIRED	PROVIDED
LANDSCAPE BUFFER AT RESID. ADJACENCY	10'-FOOT LANDSCAPE BUFFER WITH ONE (1) LARGE TREE OR THREE (3) ORNAMENTAL TREES PER 500 S.F.	10' LANDSCAPE BUFFER AT SHILOH RD. AND BELT LINE RD. BELT LINE RD. BUFFER = 480 SQ. FT. AND 2008 = ONE (1) TREE PROVIDED. SHILOH RD. BUFFER = 6,530 SQ. FT. 6,530/500 = FOURTEEN (14) TREES PROVIDED
PARKING LOT TREES	ONE (1) TREE PER 10 SPACES WITH NO SPACE FURTHER THAN 100' AWAY FROM A REQUIRED TREE. 178 SPACES PROVIDED. 17 TREES REQUIRED.	NUMBER PARKING SPACES PROVIDED: 203. NUMBER OF PARKING LOT TREES PROVIDED: 23. ALL SPACES ARE WITHIN 100' OF A REQUIRED TREE.
PARKING LOT LANDSCAPE AREA	3% OF PARKING AREA TO BE PROVIDED AS LANDSCAPE AREA.	PARKING AREA = 23,903 SQ. FT. 3% OF 23,903 = 5,773 SQ. FT. PARKING LOT LANDSCAPE AREA REQUIRED. 6,842 SQ. FT. OF PARKING LOT LANDSCAPE PROVIDED.
SCREENING AT RESIDENTIAL ADJACENCY	8' SCREEN REQUIRED	8' MASONRY WALL AND (1) TREE PER 30' ALONG RESIDENTIAL ADJACENCY



SHRUBS ADJACENT TO HEAD IN PARKING



INTERNATIONAL LEADERSHIP  
OF TEXAS - GARLAND  
SPECIFIC USE PERMIT  
GARLAND, TEXAS

PROJECT NAME:  
INTERNATIONAL LEADERSHIP  
OF TEXAS - GARLAND  
SPECIFIC USE PERMIT

**mlmja**  
mycoakle+mcintire+associates  
1388 WEST WYATT  
DALLAS, TEXAS 75201  
972.382.8877  
WWW.MLMJA.COM

12/11/2012  
PROJECT NUMBER: 2882-00-01  
PROJECT MANAGER: A. SWINER  
DRAWN BY: S. JONES  
CHECKED BY: C. MCCOY  
DATE: 12/26/2012

NEW DATE: DESCRIP: #7  
SHEET CONTENT:  
LANDSCAPE PLAN

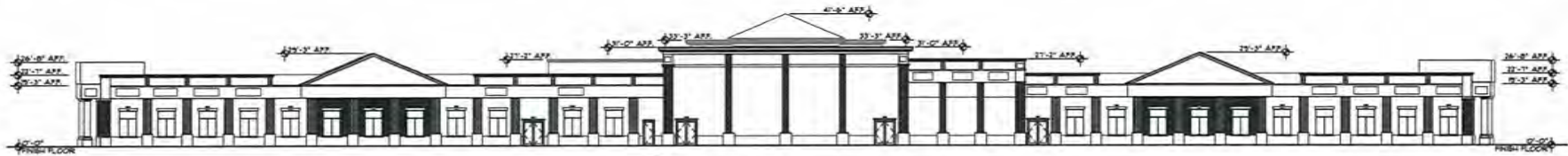
SHEET NO:  
2  
COPYRIGHT © 2012 mlmja, inc.



1 FRONT (EAST) ELEVATION  
SCALE: 3/8" = 1'-0"



2 LEFT (NORTH) ELEVATION  
SCALE: 3/8" = 1'-0"



3 BACK (WEST) ELEVATION  
SCALE: 3/8" = 1'-0"



4 RIGHT (SOUTH) ELEVATION  
SCALE: 3/8" = 1'-0"

**MATERIALS LEGEND**

[Stippled pattern]	ENTAILURE, FREEZE ARCHITRAVE AND GABLES STUCCO WITH LIGHT SAND FINISH TO MATCH DUN EDWARDS DE370 ICE GRAY
[Horizontal line pattern]	COLUMNS, CAPITALS, HEADINGS, BELLS AND CORNICES STUCCO WITH SMOOTH FINISH TO MATCH DUN EDWARDS DE6365 COLD MORNING
[Stippled pattern]	STUCCO PORTION OF SHAFT STUCCO WITH LIGHT SAND FINISH TO MATCH DUN EDWARDS DE6271 TISLEIN
[Dark gray solid]	BRICK PORTION OF SHAFT AND FAUX QUOIN HARVEL RED BRICK
[White solid]	PEDESTALS AND BASES STUCCO WITH LIGHT SAND FINISH TO MATCH DUN EDWARDS DE6371 ROSE ANCHOR

NOTE: DUE TO VARIATIONS IN PRINTER SETTINGS  
THESE ELEVATIONS MAY NOT DISPLAY PROPERLY.  
REFER TO MANUFACTURER'S SAMPLES FOR ACCURATE  
COLOR SELECTIONS

LAISON Associates Architects, Inc.  
3607 North 24th Street, Suite 100  
Phoenix, AZ 85018  
602.955.9929 602.954.4790 FAX  
collage@laison-architect.com



INTERNATIONAL LEADERSHIP OF TEXAS  
KTHROUGH & CHARTER SCHOOL  
2551 BELT LINE ROAD  
GARLAND, TEXAS

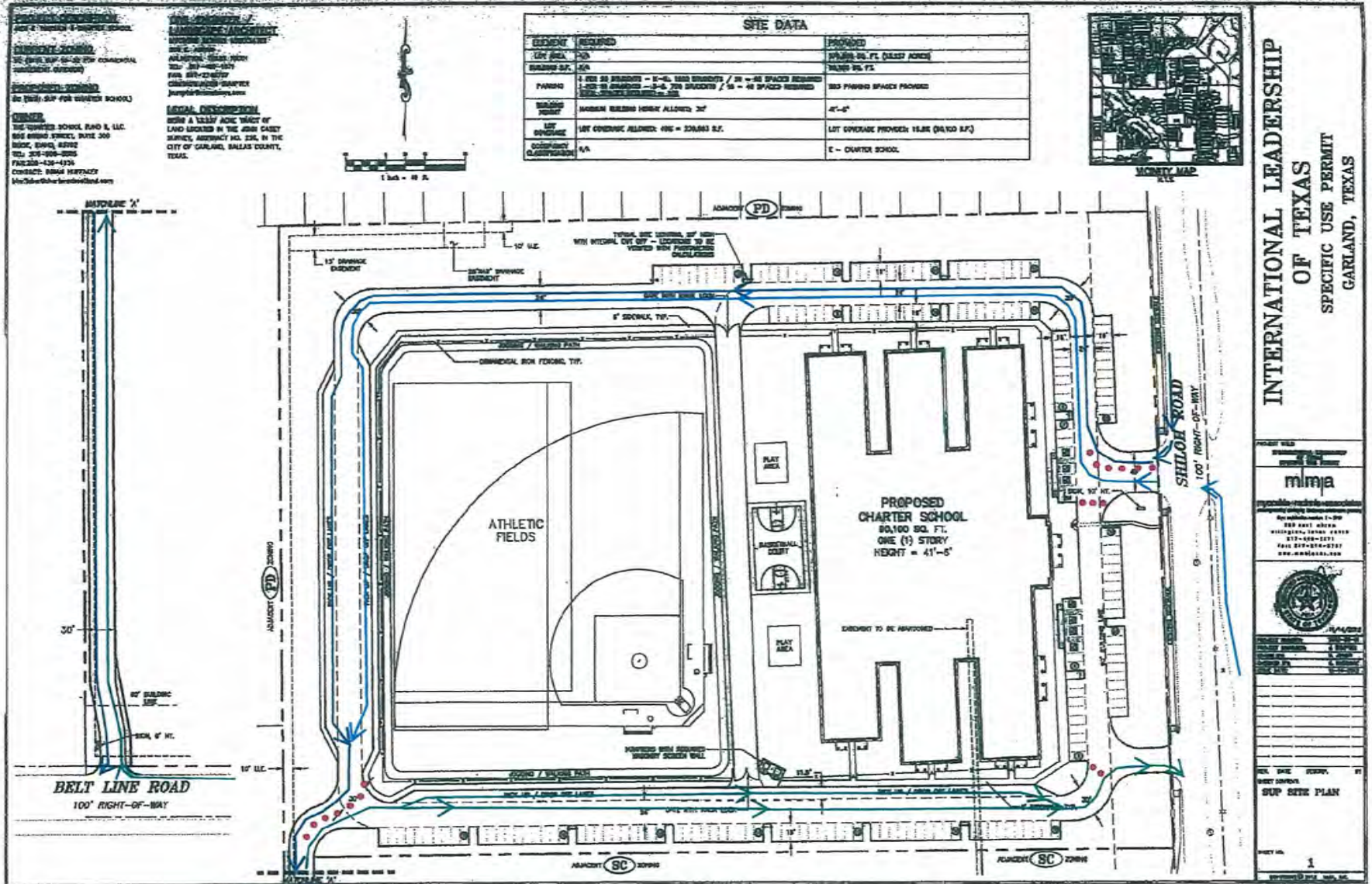
PRELIMINARY  
NOT FOR  
CONSTRUCTION

Drawing Name:  
EXTERIOR  
ELEVATIONS  
Revisions:  
Date: 8/2/2012  
Project Number:  
Drawing No:  
A2.0



**Figure 2: Site Plan**

PICK-UP/DROP-OFF CIRCULATION PLAN



SITE DATA		
ELEMENT	REQUIRED	PROVIDED
LOT AREA	200	20,000 SQ. FT. (LUMP ACRES)
REARING SF.	500	20,000 SQ. FT.
PARKING	1 PER 50 STUDENTS - 4-6, 1 PER STUDENT / 20 - 40 SPACES REQUIRED 1 PER 100 STUDENTS - 4-6, 1 PER STUDENT / 50 - 40 SPACES REQUIRED	200 PARKING SPACES PROVIDED
BUILDING HEIGHT	HIGHEST BUILDING HEIGHT ALLOWED: 30'	41'-6"
LOT COVERAGE	LOT COVERAGE ALLOWED: 40% = 20,000 S.F.	LOT COVERAGE PROVIDED: 15.8% (3,150 S.F.)
COMPLIANCE CLASSIFICATION	N/A	E - CHARTER SCHOOL

**PROPERTY ADDRESS:**  
1000 E. BELT LINE ROAD, SUITE 200  
GARLAND, TEXAS 75042

**PROPERTY OWNER:**  
THE UNITED SCHOOL, RAO & LLC  
808 BRIND STREET, SUITE 300  
DALLAS, TEXAS 75201  
TEL: 214-358-3000  
FAX: 214-358-3000  
CONTACT: MILO HAYWARD  
mhayward@unitedschool.com

**PROPERTY ADDRESS:**  
1000 E. BELT LINE ROAD, SUITE 200  
GARLAND, TEXAS 75042

**PROPERTY OWNER:**  
THE UNITED SCHOOL, RAO & LLC  
808 BRIND STREET, SUITE 300  
DALLAS, TEXAS 75201  
TEL: 214-358-3000  
FAX: 214-358-3000  
CONTACT: MILO HAYWARD  
mhayward@unitedschool.com

**LEGAL DESCRIPTION:**  
SECTION 12, T12N R10E E1/2 SEC 12, IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS.

**INTERNATIONAL LEADERSHIP  
OF TEXAS**  
SPECIFIC USE PERMIT  
GARLAND, TEXAS

**mima**

City of Garland, Texas  
1000 E. BELT LINE ROAD, SUITE 200  
GARLAND, TEXAS 75042  
TEL: 214-358-3000  
FAX: 214-358-3000  
WWW.MIMAGROUP.COM

**PLANNING DEPARTMENT**

DATE: 08/14/2014  
PROJECT: SUP SITE PLAN

1

EXHIBIT F



City of Garland  
Specific Use Permit  
International Leadership of Texas – Charter School  
NWC Shiloh and Belt Line

This narrative provides information relevant to the attached Specific Use Permit for the above referenced charter school proposed on Shiloh Road just north of Belt Line Road. The applicant is The Charter School Fund II, LLC. The proposed charter school is the International Leadership of Texas. It will comprise of grades K-8, with 1,296 students.

The property is currently addressed as 2551 Belt Line, but a plat will be submitted to divide the existing property to configure the main frontage along Shiloh Road. The net property is approximately 13.237 acres of the existing 23.64 acres of Lot 1, Block 1 of Belt Line/Shiloh Driving Range an addition to the City of Garland. The property is zoned SC Shopping Center, and a Specific Use Permit is required for the use of a school, public or private.

The zones of the adjacent properties are:

West – PD 84-106, 85-103 and 97-01 (Healthcare/Fitness Center)

North – PD 80-46/81-43 (PD for Patio Homes)

East – PD 95-43 (PD for Self Storage Units)

South – SC Shopping Center (SUP 10-32 for Commercial Amusement Outdoor)

The school would be oriented towards Shiloh Road with about 615' of property frontage. One main access (full movement) and a secondary access (right in/right out) are proposed along Shiloh Road. The proposal includes a 30' extension of land along the west property line extended to Belt Line Road to provide a secondary access (right in/right out) to the school. The main parking field will be provided along Shiloh Road, with additional parking along the north and south circulation route. The site lighting will be shielded to prevent light spillage to the north.

The application also requests approval for a 10' freestanding sign along Shiloh at the main entrance. This sign would be approximately 44 square feet per side and would include an electronic message center. Additionally, a 6'-8" monument sign is proposed for the vehicular access on Belt Line, and is approximately 32 square feet per side. This driveway access provides a critical function of the traffic circulation plan to evenly distribute vehicles throughout the site. This access must be easily recognized as the driveway entrance to the school.

Grades K-4 will start school at 7:45 and end at 3:45, and grades 5-8 will start at 8:15 and end at 4:15. The drop off and pick up functions are split into two time frames based on the grade allocation which will reduce the concentration of vehicles during any one time period for the overall school. In addition to the split time period, two drop off and pick up locations are provided on site to further defuse the concentration of vehicles at any one location or driveway. For instance, grades K-1 will be assigned to the south drop off and pick up area while grades 2-4 will be assigned to the west drop off and pick up area. Adequate onsite stacking is provided while approaching each of the drop off and pick up



areas. The school procedures for drop off and pick up ensure safe travel for each student to and from the school building. For instance, as students are dropped off on the sidewalk on the opposite side of the drive aisle from the school building, a staff member is assigned to collect that group of students and escort them across the crosswalk so they do not have to traverse the vehicle lanes without an escort.

The proposed charter school will include 64 regular classrooms, but will also have rooms for music, science, art, and a library/media center. It will include a full size gymnasium for basketball and volleyball; will serve as a seating area for school programs presented on the stage, and an additional area with artificial turf for physical education opportunities operated under the Athlos Academy program. Lunch will be available through the full service kitchen and cafeteria.

The building is single story and is approximately 90,035 square feet. The architecture includes colonial columns, white trim, brick, EFIS, and gabled roof elements over the main and side entrances. The site will include a baseball field with backstop, a soccer field, and playground equipment. The play fields also provide the majority area of the onsite storm retention system as the fields are depressed to collect the storm water. A restricted fire lane is provided at the rear of the building, but it will be gated so as to prohibit any unwanted vehicles from driving through the playground area.

Through this Specific Use Permit application, we are requesting a variance to the limited building height of 30'. There are three elements that exceed 30'; the peak of the gable feature over the main entrance at 41'-6", the next parapet line at 33'-3" to maintain a proportionate relationship to the gable element, and the functional height of the parapet around the gymnasium at 31'-0". The architectural appurtenance of the entry gable establishes a significant impact of the overall building perspective, and maintains a consistent use of the pitched roof that is used at other locations around the building, and is not an occupied space. Some gables provide coverage at entry doors, while others provide a means of building articulation. The peak of the main entry gable is approximately 300' from the adjacent residential properties. The parapet over the gymnasium is a result of the necessary high ceiling for the use of the gym space. The parapet wall exceeds the limit by 1', but also provides screening for the roof-top units. As a desired element of the building perspective, and the necessary function of the use of the gymnasium space while maintaining screening of mechanical units, we ask for your approval to exceed the 30' building height.

This property has virtually sat undeveloped for quite some time as it has not been able to attract the commercial users one would expect to be a part of the Shopping Center District. The opportunity to locate and operate a charter school meets the current market demand, but is also compatible with the surrounding properties, and provides an effective transition between residential use to the north and the commercial use to the south. A charter school, and in particular The International Leadership of Texas, is a great community asset. We hope you will recognize the merits of this application, and ask approval of the Specific Use Permit to allow the use of the charter school.



**GARLAND**  
**TRANSPORTATION**

**TRANSPORTATION DEPARTMENT**  
**MEMORANDUM**

---

DATE: December 14, 2012

TO: Chasidy Allen, Planning Department

FROM: Thuan Huynh, Transportation Department

SUBJECT: International Leadership of Texas Charter School

---

The Transportation Department has completed its review of the Traffic Impact Analysis (TIA) for the International Leadership of Texas charter school located on the northwest corner of the intersection of Belt Line Road and Shiloh Road. Based on the TIA submitted for the charter school, the Transportation recommends the following:

- A northbound left turn lane with a dimension of 200 feet storage length and 100 feet transition to be constructed at the median opening at the north school driveway on Shiloh Road.
- A southbound right turn lane with a dimension of 100 feet storage length and 100 feet transition to be constructed at the north school driveway on Shiloh Road.
- A westbound right turn lane with the a dimension of 100 feet storage length and 100 feet transition to be constructed at school driveway on Belt Line Road.
- For the south route, combine the two pick up/drop off lanes into one continuous pick up/drop off lane south of the school and athletic fields.
- Develop a school's operation procedure to include an on-site traffic circulation for morning drop-off and afternoon pick-up for the different grade levels, dismissal times, and during inclement weather.
- On-site signages and pavement markings designating pick-up/drop-off lanes.
- A map of the traffic circulation and instructions for pick-up/drop-off will be included in the student/parent information package.
- Any deviation from the approved pick-up/drop-off procedure will require approval from the City of Garland's Transportation Department.

If you have any questions or need additional information, please contact me at (972) 205-2436.

## REPORT & MINUTES

**P.C. Meeting, January 14, 2013 (8 Members Present)**

**Consideration of the application of The Charter School Fund, LLC, requesting approval of 1) a Specific Use Permit for a Charter School on property zoned Shopping Center (SC) District and 2) a variance to Section 24-600 of Comprehensive Zoning Ordinance 4647 regarding building height. The property is located north of Belt Line Road and west of North Shiloh Road. (File 12-55)**

Brian Huffaker, 855 Broad Street, Suite 300, Boise, Idaho spoke on behalf of the applicant. A presentation was given showing the site plan, traffic flow for pickup and drop off of the students, elevations and the reasons for the variance request regarding height, days and hours of operation, maximum number of students(1296) and grade levels receiving instruction (Kindergarten thru Eighth Grade).

Representing Brighter Horizons Academy was Stacey Ahmed, 3145 Medical Plaza Drive, Garland. The academy is in support of the school but is very concerned with the traffic during student arrival in the morning. They already experience backups on Belt Line each morning. Their school only has one entrance and would like access to Shiloh.

Joyce Richards, 2430 Centaurus Drive, Garland spoke in opposition to the school. Her home is adjacent to the proposed site and she expressed many concerns which included; lights on baseball field, height of screening, current drainage issues worsening, environmental concerns because of previous land use, increased traffic on Shiloh and Belt Line, property values, height of buildings and the possible loitering of students after school each day.

Rosanna Sandlin, 2419 Centaurus, Garland also expressed her concerns with the increase in traffic and how that would be handled.

Abdullah Khatib, 2851 Ursa Circle, Garland says he is in favor of the school, but also has concerns regarding the traffic south bound on Shiloh and west bound on Belt Line. There are already issues since Quik Trip opened.

Sherwood Blount, 16475 Dallas Parkway, Ste. 360, Addison representing the property owner spoke about the history of the property and the Phase 1 Environmental Study that was done at the time they purchased the property.

Brian Huffaker returned to the podium to address some of the concerns mentioned. An extensive traffic impact study was done and the circulation plan was developed in response to the recommendations from that. The on-site traffic circulation, staggered scheduling for different grade levels, and an inclement weather plan were all designed to minimize the impact on the surrounding area.

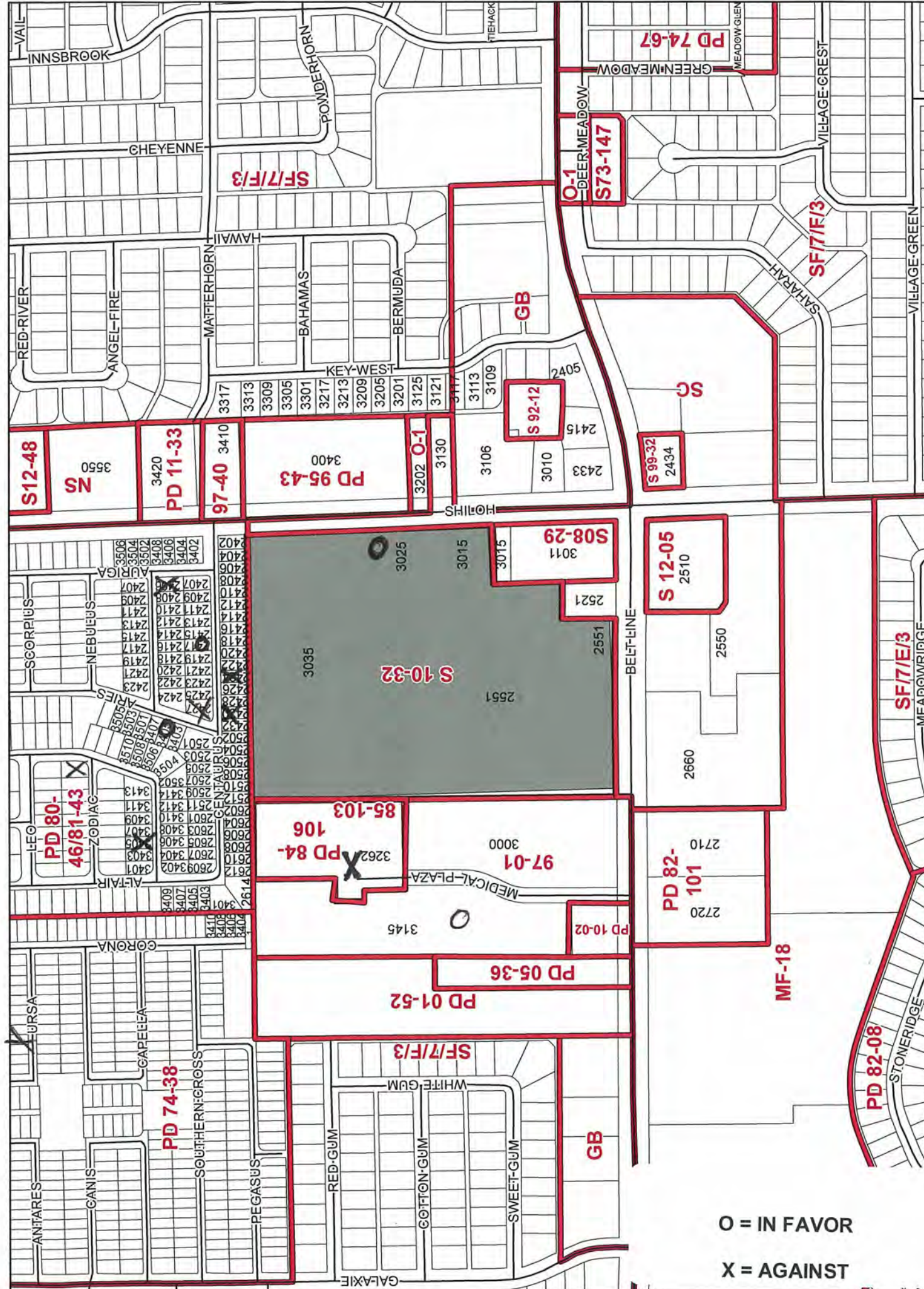


## Report and Minutes for Z 12-55, page 2

The following people registered their position as "For" without testifying:

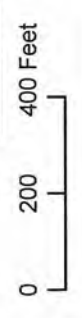
Jason Kotter, 855 Broad St, Boise, ID  
Julia C Xeros, 2862 Capella Circle, Garland  
Bussy Perez, 1130 Caldwell, Garland  
Kevin Byrna, 3236 Portecle Lane, Plano  
Robert Conger, 2085 Garden Crest, Rockwall  
Rebecca Conger, 2085 Garden Crest, Rockwall  
Eddie Conger, 2085 Garden Crest, Rockwall  
Sarah McCroan, 2202 Brookside, Rowlett  
Jamie Leonie, 4617 Lakepointe, Rowlett  
Nora Berry, 1006 Bucknell Drive, Arlington  
Lauren McCreight, 2006 Broadleaf Drive, Arlington  
Jerry McCreight, 2006 Broadleaf Drive, Arlington  
Tom Sanchez, 228 Hollis Road, Waxahachie

**Motion** was made by Commissioner LeMay, seconded by Commissioner Vera to **approve** the Specific Use Permit for a Charter School for a period of 30 years tied to The Charter School Fund LLC and the requested variance regarding building height as recommended by staff. **Motion carried: 7 Ayes, 0 Nays.** Commissioner Dalton recused himself from hearing this case.



INDICATES AREA OF REQUEST

# ZONING Z 12-55



O = IN FAVOR  
X = AGAINST





CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

# GARLAND

January 3, 2013

**HEARING DATE/TIME:** Plan Commission: January 14, 2013 – 7:00 PM

**APPLICANT:** The Charter School Fund, LLC

**File 12-55**

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, January 14, 2013, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **The Charter School Fund, LLC**, requesting approval of 1) a Specific Use Permit for a Charter School on property zoned Shopping Center (SC) District and 2) a variance to Section 24-600 of Comprehensive Zoning Ordinance 4647 regarding building height. The property is shown on the enclosed sketch and is described as follows:

BEING a 13.237 acre tract of land located in the John Casey Survey, Abstract No. 256, in the City of Garland, Dallas County, Texas, being a portion of a called 10.948 acre tract of land, and a portion of a called 12.694 acre tract of land, as described in the Special Warranty Deed to Harold F. Peek et al, filed for record in Volume 97006, Page 1373, Deed Records, Dallas County, Texas (DRDCT). This property is located north of Belt Line Road and west of North Shiloh Road. (District 7)

**Note: The applicant requests approval a Specific Use Permit to develop the subject property with a 90,100 square foot charter school for grades kindergarten through eighth grade.**

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002** or by fax to **972-205-2474**. Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

---

---

---

(Please complete the following information)

Your Property Address

MARTIN R. BRACK

Printed Name

2417 CENTAURUS DR GARLAND, TX 75044

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Martin R. Brack

Signature

Date: 1/5/13

HOMEOWNER

Title



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

I would much rather see an educational institute rather than another storage lot

(Please complete the following information)

Your Property Address

Misti Patton 3405 Aries Dr  
Printed Name  
Garland TX 75044  
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Misti Patton home owner  
Signature Title  
Date: 1.5.13





# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

**HEARING DATE/TIME:** Plan Commission: January 14, 2013 – 7:00 PM

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

---

---

(Please complete the following information)

Your Property Address

Harold Peek

Printed Name

3025 N. Shiloh Rd.

Address

Garland, TX

City, State

75044

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Signature

Managing Partner

Title

Date: 1/8/2013



# GARLAND

January 3, 2013

**HEARING DATE/TIME:** Plan Commission: January 14, 2013 – 7:00 PM

**APPLICANT:** The Charter School Fund, LLC

**File 12-55**

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

Concerns include heavy traffic, noise, too many lights, security, dropping property value & drainage (neighborhood already has flooding issues & removal of shade trees)

(Please complete the following information)

Your Property Address

Joyce & Scott Richards

Printed Name

2430 Centaurus Dr

Garland TX

75044

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Joyce L. Richards

Property Owner

Signature

Title

Date: 1/9/13





# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

**HEARING DATE/TIME:** Plan Commission: January 14, 2013 – 7:00 PM

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

*Our neighborhood already has noise from the Muslim school*  
*My concern in having this built so near to our homes is* that *noise, traffic, athletic fields etc.*  
*is located behind our homes (rooms, & speakers)*

(Please complete the following information)

Your Property Address

BETTY BRUEDIGAM

Printed Name

2406 LIBRA

Address

GARLAND, TX

City, State

75044

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Betty Bruedigam  
Signature

HOME OWNER  
Title

Date: 1-7-2013





# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

HEARING DATE/TIME: Plan Commission: January 14, 2013 – 7:00 PM

APPLICANT: The Charter School Fund, LLC

**File 12-55**

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, January 14, 2013, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **The Charter School Fund, LLC**, requesting approval of 1) a Specific Use Permit for a Charter School on property zoned Shopping Center (SC) District and 2) a variance to Section 24-600 of Comprehensive Zoning Ordinance 4647 regarding building height. The property is shown on the enclosed sketch and is described as follows:

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**Note: The applicant requests approval a Specific Use Permit to develop the subject property with a 90,100 square foot charter school for grades kindergarten through eighth grade.**

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002** or by fax to **972-205-2474**. Should you have any questions, please contact Chasidy Allen at 972-205-2445.

(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

INCREASED TRAFFIC - NOISE POLLUTION - SCHOOLS NEED  
TO BE LOCATED IN LOWER TRAFFIC AREAS W/LOWER SPEED LIMITS

(Please complete the following information)

Your Property Address

3405 TAURUS DR

Printed Name

JEANELL KILGORE

GARLAND, TX

75044

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Jeanell Kilgore

Signature

Title

N/A

Date: 1-7-13





# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

---

---

(Please complete the following information)

Your Property Address

2424 Centaurus Dr., Garland TX 75044

Printed Name

Julie Sherman

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Signature

Title

Date: 1-7-2013



CITY OF GARLAND  
 PLANNING DEPARTMENT  
 P.O. BOX 469002  
 GARLAND, TX 75046-9002

# GARLAND

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APPLICANT: The Charter School Fund, LLC

File 12-55

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

Traffic Problems, Issues with Storm Drainage

(Please complete the following information)

Your Property Address

3262 Medical Plaza Dr Brighter Horizons Academy

Printed Name

Garland TX 75044

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

[Signature]

Executive Director

Signature

Title

Date: 1/14/13





# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

We were appoaled for the same request  
Concerned about traffic flow and drainage

(Please complete the following information)

Your Property Address Brighter Horizons Academy / ISF  
Printed Name  
3145 Medical Plaza Dr. Garland, TX 75044  
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

[Signature] [Signature]  
Signature Title  
Date: 1-14-13



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

Traffic conditions for 2 schools  
will be better on Shiloh + Beltline

(Please complete the following information)

Your Property Address

Muhammed

Printed Name

2851 USA Cir Garland, TX 75041

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Signature  
Date: 1/14/13

Neighbor  
Title



# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

Traffic

(Please complete the following information)

Your Property Address 2427 Centaurus DR, Garland, TX 75044  
MANSUELA STRIVASTAVA  
Printed Name  
2724 Centaurus DR - Garland, TX 75044  
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Signature \_\_\_\_\_ Title \_\_\_\_\_  
Date: 01/14 - 2012





# GARLAND

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

January 3, 2013

HEARING DATE/TIME: Plan Commission: January 14, 2013 – 7:00 PM

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(Please Check One Below)

I am in favor of the request.

I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

*Additional traffic on Shiloh, additional noise from a 2nd school in that area & pre-teens "loitering" in the area before and after school.*

Your Property Address

*Michelle Arant*  
Printed Name  
*2601 Zodiac Dr*      *Garland, TX*      *75044*  
Address      City, State      Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

*Michelle Arant*      *homeowner*  
Signature      Title  
Date: *1/13/12*



# Planning Report

File No. 13-02/District 1

Agenda Item:

Meeting: City Council

Date: February 5, 2013

## Taco Bell

### 5300 Block of North Garland Avenue

#### REQUEST

Approval of 1) amendments to Planned Development (PD) 08-09 for Freeway Use, 2) a Concept Plan with conditions, 3) a Detail Plan with conditions, and 4) a Specific Use Permit for Restaurant with Drive-Through.

#### OWNER

Wal-Mart Real Estate Business Trust

#### PLAN COMMISSION RECOMMENDATION

On January 14, 2013 the Plan Commission, by a vote of 8 to 0, recommended approval of 1) amendments to Planned Development (PD) 08-09 for Freeway Use, 2) a Concept Plan with conditions, 3) a Detail Plan with conditions, and 4) a Specific Use Permit for Restaurant with Drive-Through. Additionally, the Plan Commission approved variances to the following sections of the SH 190 Development Standards:

- 34.21(C)(3)(a)(i)(a) allowing the applicant to place a third monument sign on the site provided that the monument sign is constructed in brick and/or stone matching the building elevations.
- 34.21(C)(3)(a)(i)(b) allowing the applicant to place a menu board sign with a maximum area of 67 square feet.

#### STAFF RECOMMENDATION

Approval of a Concept Plan with conditions. The proposed Concept Plan establishes the new configuration of the Wal-Mart site and the proposed Taco Bell site.

Approval of a Detail Plan with conditions. The proposed Taco Bell is in compliance with the Comprehensive Zoning Ordinance No. 4647, Screening and Landscape, and Building Design requirements of the SH 190 Development Standards.

Approval of a Specific Use Permit for Restaurant with Drive-Through for a period of 25 years and tied to Taco Bell. The proposed Taco Bell fast food restaurant is consistent with the intent of the Freeway (FW) District and the land use

recommendation of the Envision Garland Plan as well as compatible with the surrounding land uses.

## **BACKGROUND**

In 2001, the City Council approved an amendment to a Concept Plan and a Detail Plan (PD 01-16) for the subject property which allowed the property to be developed with a Wal-Mart Supercenter. In 2008, the City Council approved an amendment (PD 08-09) to the Detail Plan to expand the Wal-Mart's outdoor storage.

The applicant is proposing to carve out a 0.657-acre lot from the Wal-Mart parking area and construct a 2,025 square foot Taco Bell restaurant with a drive-through. The applicant is requesting approval of amendments to Planned Development (PD) 08-09 for Freeway Use, a Concept Plan with conditions reflecting the new configuration of the Wal-Mart and Taco Bell sites, a Detail Plan with conditions reflecting the proposed Taco Bell development, and a Specific Use Permit for Restaurant with Drive-Through.

## **SITE DATA**

The area encompassed by the proposed Concept Plan contains 20.879 acres with approximately 845 linear feet of frontage along North Garland Avenue and 100 feet of frontage along SH 190 service road. The area delineated by the proposed Detail Plan contains 0.657 acres with approximately 191 linear feet of frontage along North Garland Avenue. The area reflected on the proposed Detail Plan will only be accessed from North Garland Avenue.

## **USE OF PROPERTY UNDER CURRENT ZONING**

The subject property is restricted to the uses permitted by Planned Development (PD) District 08-09 for Freeway Uses. Planned Development 08-09 permits limited uses that are allowed in the Freeway (FW) District, within the SH-190 Corridor, as specified by Section 46 of the Comprehensive Zoning Ordinance.

## **COMPREHENSIVE PLAN**

The Future Land Use Map of the Envision Garland Plan recommends Community Centers for the subject site. Community centers are areas with compact development, primarily non-residential, serving a collection of neighborhoods. This type of development consists of a mix of uses, including retail, services, office use, multi-family residential, and entertainment. Community centers may be developed at the intersections of major arterial streets and along major arterials, highways, and turnpike corridors. The proposed Taco Bell development is consistent with the recommended uses for Community Centers.



## **CONSIDERATIONS**

### Concept Plan:

1. The applicant is proposing to carve out a 0.657 acre pad site from the Wal-Mart parking area to develop a 2,025 square foot Taco Bell restaurant with a drive-through. The proposed amended Concept Plan reflects the developed Wal-Mart site and the proposed Taco Bell development incorporated in the Concept Plan area.
2. Section 10-200 of the Comprehensive Zoning Ordinance No. 4647 establishes a minimum parking ratio of 1 parking space for every 200 square feet of gross floor area for Retail Sales. The minimum parking requirement for the Wal-Mart Supercenter is 1,101 parking spaces; the Wal-Mart site contains 1,109 parking spaces. The proposed Taco Bell development will eliminate 95 parking spaces from the Wal-Mart site, reducing the number of parking spaces for the Wal-Mart Supercenter to 1,014.
3. The proposed Taco Bell development will be taking 1,932 square feet of landscape islands from the Wal-Mart parking lot, but will be replacing that 1,932 square feet of landscape islands with 3,729 square feet of landscape islands within the Wal-Mart parking lot. The applicant will be removing 8 existing trees that are located within the landscape islands to be removed. Taco Bell will replace the 8 trees by planting them within the reconfigured landscape islands within the Wal-Mart parking area.

### Detail Plan:

4. The proposed Detail Plan serves as a component of the regulating guidelines to develop a 2,025 square foot Taco Bell restaurant with a drive-through. The proposed Taco Bell site will be accessed from existing access points on the Wal-Mart site; the proposed Taco Bell development does not include new direct access off North Garland Avenue.
5. Section 10-200 of Comprehensive Zoning Ordinance No. 4647 stipulates that the minimum parking requirement for Restaurant, Drive-Through is 8 parking spaces plus 1 parking space for every 50 square feet of seating area. The minimum parking requirement for the proposed Taco Bell site is 20 parking spaces; the proposed Detail Plan provides 29 parking spaces.
6. The proposed Detail Plan is in compliance with the Screening and Landscape requirement of the SH 190 Development Standards. Similarly, the proposed building elevations are in compliance with the SH 190 Development Standards.
7. The applicant is requesting approval of a Specific Use Permit to operate a restaurant with a drive-through for a period of 25 years and tied to Taco Bell.

## **COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES**

The properties across North Garland Avenue are zoned Freeway (FW) District, Planned Development (PD) District 04-42, Planned Development (PD) District 03-66, Planned Development (PD) District 03-65, and Planned Development (PD) District 03-24 for General Business Uses; these properties are developed with bank institutions, a variety of retail services, restaurants, and a fitness club. The properties to the northeast are zoned Planned Development (PD) District 06-06, Planned Development (PD) District 95-56, and Planned Development (PD) District 03-14 for Shopping Center and Freeway Uses; these properties are developed with a bank institution, a medical office, and a multi-tenant retail building. Properties to the south are zoned Planned Development (PD) District 01-16 and Planned Development (PD) District 02-20 for Freeway Uses; these properties are developed with a Sam's Club and a Sonic fast food restaurant.

The proposed Taco Bell will not introduce a more intense commercial activity and is compatible with the surrounding area which is characterized by retail, banking and food service activity.

Prepared By:

Josue De La Vega  
Development Planner

Date: January 24, 2013

Reviewed By:

Neil Montgomery  
Director of Planning

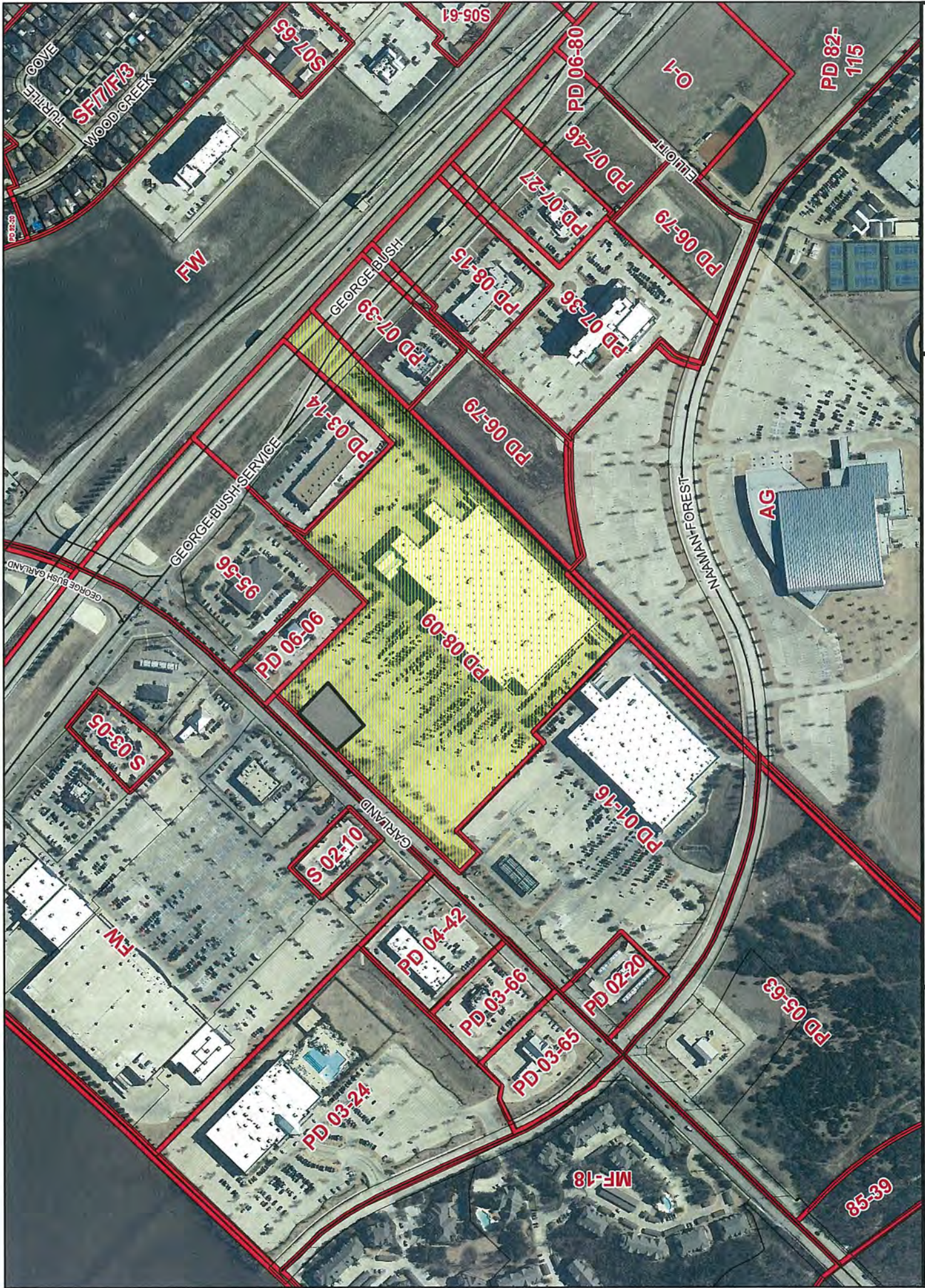
Date: January 25, 2013

Reviewed By:

William E. Dollar  
City Manager

Date: January 29, 2013

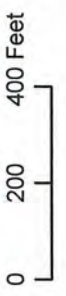




INDICATES AREA  
OF REQUEST



# ZONING Z 13-02





## PLANNED DEVELOPMENT CONDITIONS

### ZONING FILE: 13-02

#### 5300 Block of North Garland Avenue

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit retail development subject to conditions.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Comprehensive Zoning Ordinance, Ordinance No. 4647, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Freeway (FW) District set forth in Sections 31, 32, and 46 of the Comprehensive Zoning Ordinance and the SH 190 Development Standards are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Development Plans:**
  - A. Concept Plan: Development shall be in general conformance with the approved Concept Plan labeled as Exhibit C.
  - B. Detail Plan: Development shall be in general conformance with the approved Detail Plan labeled Exhibit D.
- V. **Specific Regulations:**
  - A. Permitted Uses: All uses allowed in the Freeway (FW) District, within the SH-190 Corridor, as specified by Section 46 of the Comprehensive Zoning Ordinance.
  - B. Wal-Mart Development: The Wal-Mart development shall be in accordance with the PD regulation approved with File 08-09 with the exception of the parking reduction of 95 spaces and reconfiguration of the landscape islands resulting from the Taco Bell development, as reflected on the Concept Plan.
- VI. **Detail Plan:**
  - A. Landscape Plan: Screening and Landscaping shall be in general conformance with the approved labeled as Exhibit E.
  - B. Building Elevations: Exterior building elevations shall be in general conformance with the approved elevations labeled as Exhibit F.
  - C. Attached Signage: The attached signage shall be in compliance with the State Highway 190 Development Standards.
  - D. Freestanding Signage: The site shall be allowed one monument sign with a maximum height of 7 feet, a maximum area of 50 square feet, and a minimum setback of 15 feet to the street right-of-way. The menu board sign shall have an area of no more than 67 square feet.

EXHIBIT C

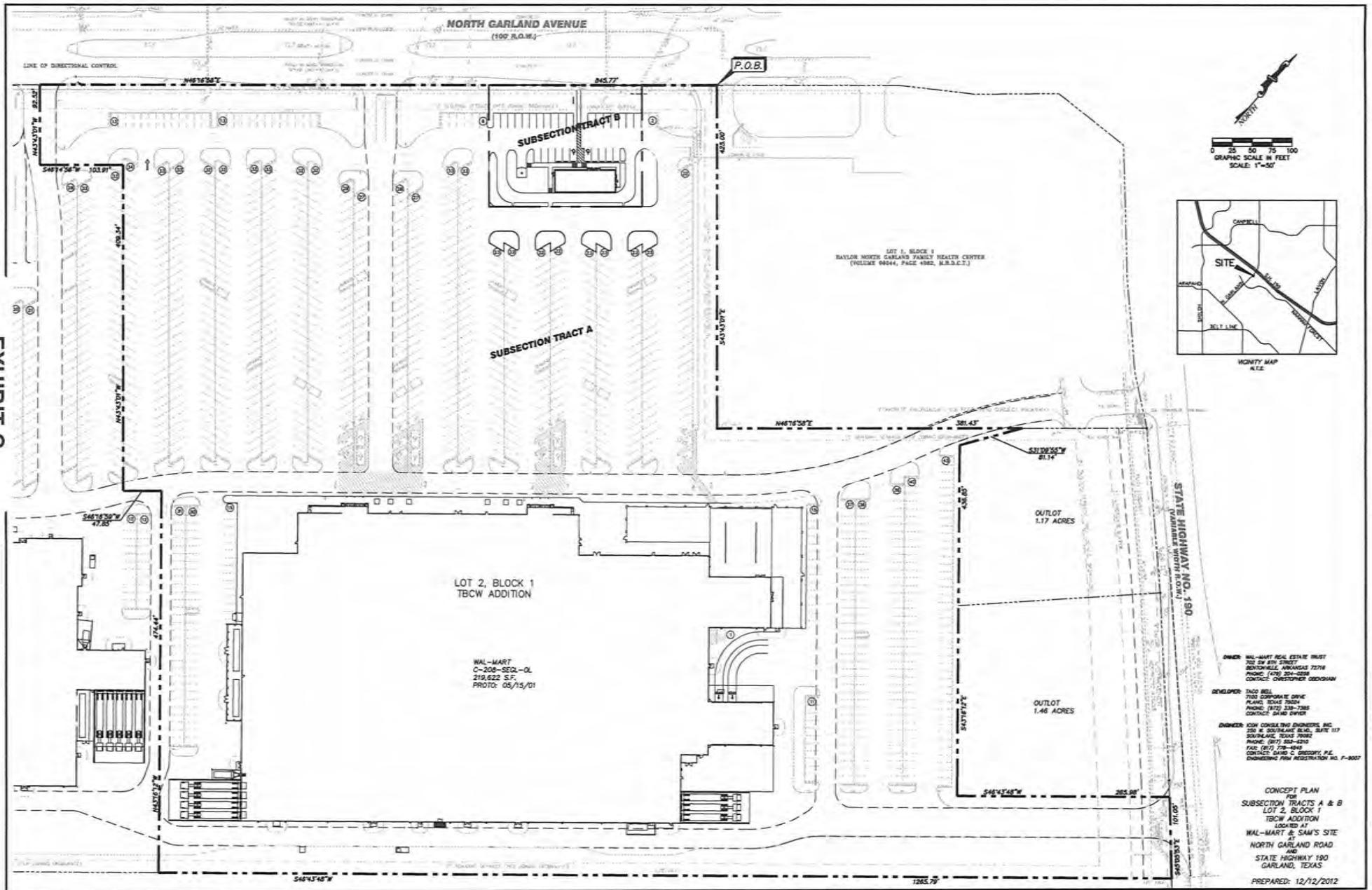
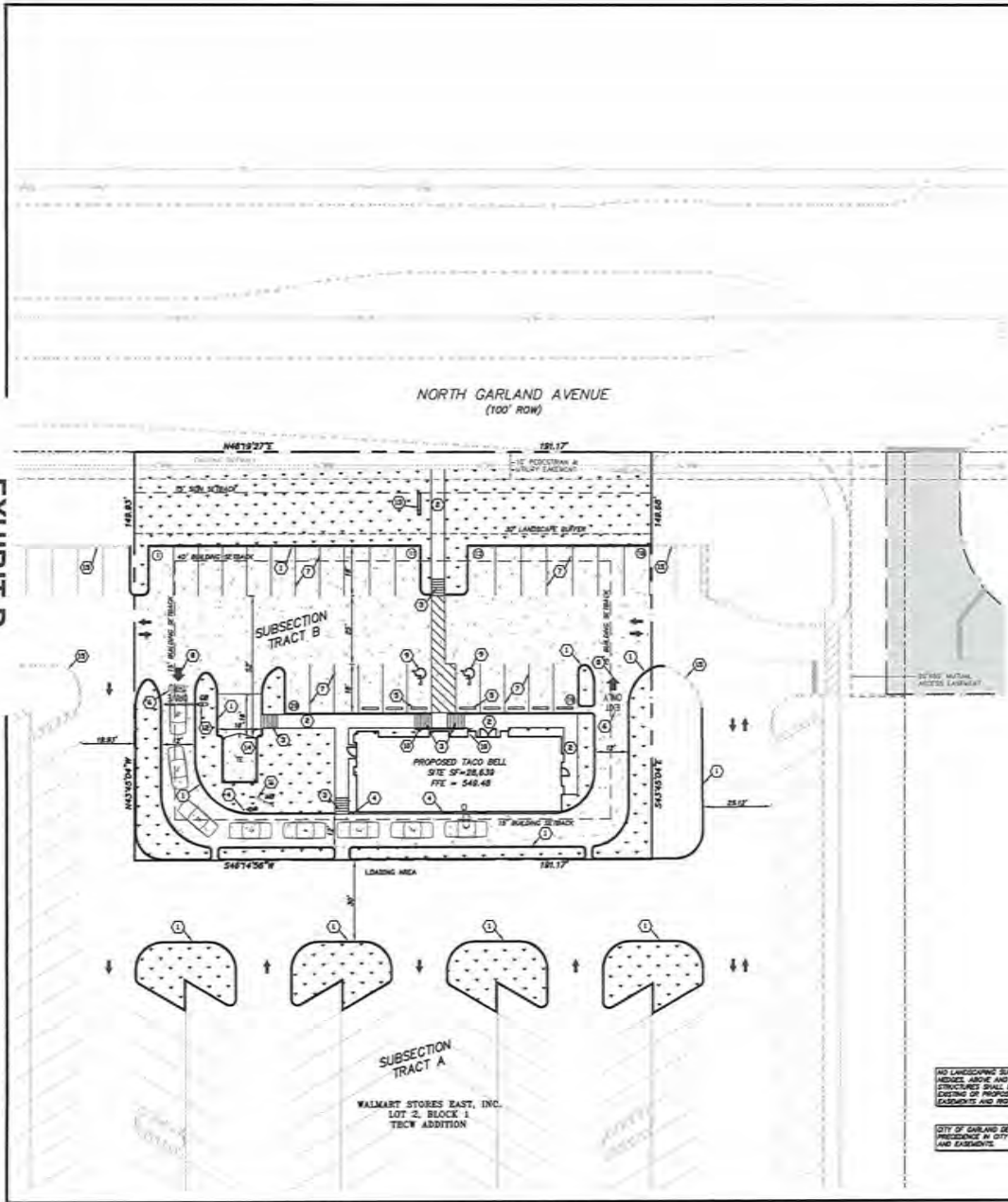


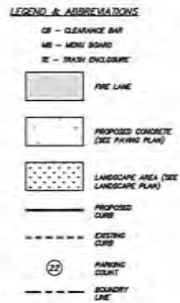
EXHIBIT D



- SYMBOLS**
- ① WORKING CONCRETE CURB
  - ② P.C.C. CURBED EDGE SIDEWALK
  - ③ P.C.C. DEPRESSED RAMP
  - ④ GUARD POST
  - ⑤ PRECAST CONCRETE WALKSTEPS
  - ⑥ 24" HIGH LETTERS - WHITE
  - ⑦ 4" HIGH SOLID STRIPE - WHITE
  - ⑧ TRAFFIC ARROWS - WHITE
  - ⑨ HANDICAP SYMBOL - WHITE ON BLUE BACKGROUND
  - ⑩ MENU BOARD, SPEAKER, PEDESTAL & SENSOR LOOP
  - ⑪ CLEARANCE BAR
  - ⑫ MONUMENT SIGN - TACO BELL
  - ⑬ TRASH ENCLOSURE
  - ⑭ EXISTING CURB

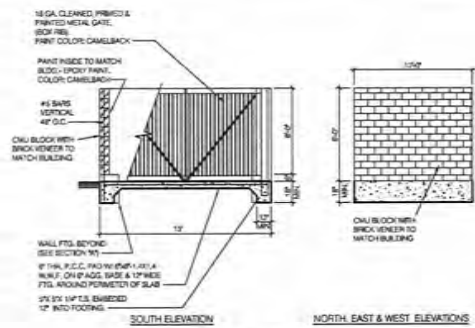
**SITE DATA FOR TACO BELL**

LOT LEASE AREA	26,628 SQ. FT. 0.617 AC
BUILDING AREA	2,025 SQ. FT. (1.1% COVERAGE)
BUILDING HEIGHT	24'-4" (0 STORY)
EXISTING IMPROVISED AREA	18,884 SQ. FT. (84.1% COVERAGE)
EXISTING LANDSCAPED AREA	8,702 SQ. FT. (32.6% COVERAGE)
PROPOSED IMPROVISED AREA	18,102 SQ. FT. (82.7% COVERAGE)
PROPOSED LANDSCAPED AREA	8,327 SQ. FT. (31.3% COVERAGE)
EXISTING ZONING	PD 28-18 / 100 OVERLAY
PROPOSED ZONING	PD 13-22 / 100 OVERLAY
EXISTING USE	PARKING
PROPOSED USE	RESTAURANT W/ DRIVE THRU
REQUIRED PARKING	28 SPACES (24-1/2 HOOP DRIVE INK)
PROPOSED PARKING	28 SPACES



**WALMART PARKING AREA PAVES**

TYPE TO BE REMOVED	TYPE TO BE ADDED
1-8" CEDAR ELM	2-2" CEDAR ELM
1-8" CEDAR ELM	
2-2" CEDAR ELM	



NO LANDSCAPING SHALL BE PERMITTED ABOVE AND UNDERGROUND STRUCTURES SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHT-OF-WAY.

CITY OF GARLAND DETAILS HAVE PRECEDENCE IN CITY RIGHT-OF-WAY AND EASEMENTS.

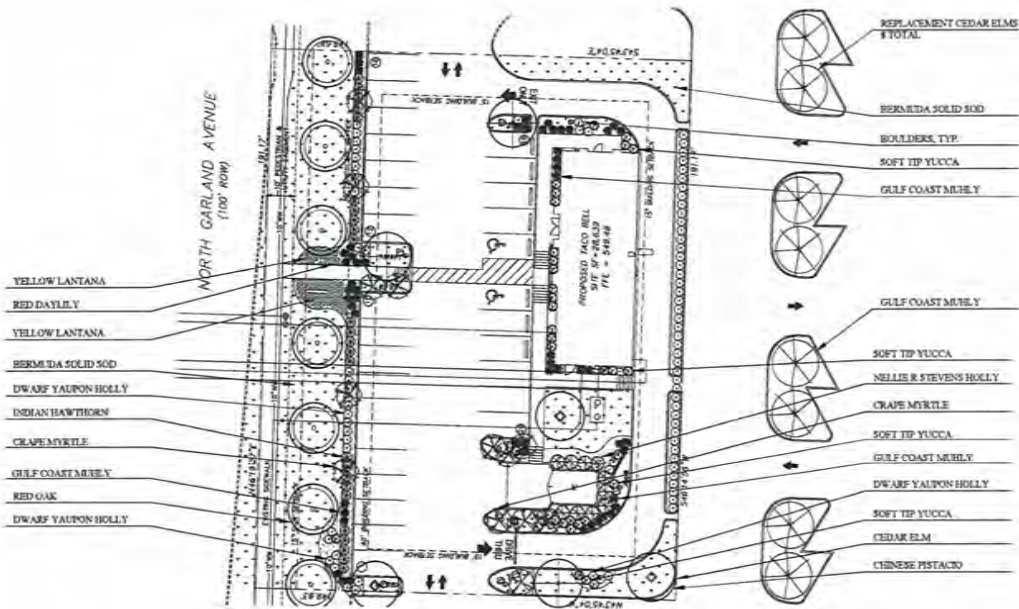
OWNER: 200 W. 1ST ST. GARLAND, TEXAS 75040  
 DEVELOPER: TACO BELL, 7000 CORPORATE DRIVE, PLANO, TEXAS 75074  
 ENGINEER: BOB CHISHOLM ENGINEERS, INC., 200 N. 20TH AVE. & LD. SUITE 117, DENTON, TEXAS 76201



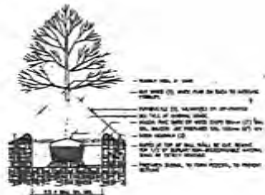
DETAIL PLAN FOR SUBSECTION TRACT B LOCATED AT WAL-MART / SAM'S SITE NORTH GARLAND AVENUE AND STATE HIGHWAY 190 GARLAND, TEXAS

PREPARED: 12/12/2012





1 PLANTING PLAN  
SCALE: 1"=20'-0"



2 TREE DETAIL  
SCALE: N.T.S.



3 SHRUB DETAIL  
SCALE: N.T.S.

TREES

SYM	DESCRIPTION / BOTANICAL NAME	QTY	SIZE	SPACING	CONDITION / REMARKS
⊕	CEAR ELM ULMUS CRASSIFOLIA	3	3" CAL.		CONTAINER GROWN OR 88.8" FULL, MATCHING 10" HEIGHT SINGLE TRUNKED, FULL, 4" SPREAD
⊙	CHINESE PISTACHIO PSTACIA CHINENSIS	3	3" CAL.		CONTAINER GROWN OR 88.8" FULL, MATCHING 10" HEIGHT SINGLE TRUNKED, FULL, 4" SPREAD
⊗	PURPLE GRAPE MYRTLE LAURUSTROBILUS INDICA	13	8" HT.		CONTAINER GROWN OR 88.8" FULL, MATCHING, MULTI TRUNKED 4'-6" HT.
⊙	RED OAK QUERCUS SPERMATOC	7	4" CAL.		CONTAINER GROWN OR 88.8" FULL, MATCHING, SINGLE TRUNKED
⊗	CEAR ELM REPLACEMENT TREES ULMUS CRASSIFOLIA	8	3" CAL.		CONTAINER GROWN OR 88.8" FULL, MATCHING 10" HEIGHT SINGLE TRUNKED, FULL, 4" SPREAD

SHRUBS

SYM	DESCRIPTION / BOTANICAL NAME	QTY	SIZE	SPACING	CONDITION / REMARKS
⊕	RED TIEP COMPOST SHRUBBED MULCH	3117	S.F.		FILL 3" DEPTH
⊕	RIVER ROCK	1000	S.F.		RED GRANITE 3" AGGREGATE
⊙	SOFT YUCCA YUCCA COLONICA	32	83	24" D.C.	PLANT TO BE WELL ROOTED, FULL, MATCHING 24" HT. MIN.
⊙	GULF COAST MYRTLE MELALEUCUS LONDIKERIENSIS	57	83	30" D.C.	PLANT TO BE WELL ROOTED, FULL, MATCHING 24" HT. MIN.
⊙	MOSS ROCK BOULDER	36	1'-2" TH		1/2 OF BOULDERS TO BE 2 TON 1/2 OF BOULDERS TO BE 1 TON
⊕	STEEL EDGE	500		GREEN IN COLOR	
⊙	INDIAN HAWTHORN RHAMNUS FLORIBUNDA	26	83	24" D.C.	PLANT TO BE WELL ROOTED, FULL, MATCHING 24" HT. MIN.
⊙	BERMUDA SOLID SOID CYPERUS DACTYLOID	6,709	S.F.		
⊙	MELALEUCUS STEVENS HOLLY MELALEUCUS STEVENS	10	4" HT.	36" D.C.	PLANT TO BE WELL ROOTED, FULL, MATCHING 24" HT. MIN.
⊙	YELLOW LANTANA LANTANA SP.	100	41	24" D.C.	AT LEAST THREE RUNNERS (YELLOW IN COLOR) BUSHES TO BE AT LEAST 8" LONG
⊙	BIG BLUE LIRIODIE LIRIODIE SP.	50	41	24" D.C.	PLANT TO BE WELL ROOTED, FULL, MATCHING FULL CAN
⊙	DWARF YAUPON HOLLY LAURUS VITIFOLIA NANA	88	83	30" D.C.	PLANT TO BE WELL ROOTED, FULL, MATCHING 24" HT. MIN.

SITE DATA

STREET TREES (11" TREES PER 75' LY OF FRONTAGE)  
FRONTAGE 191 L.F.  
REQUIRED 65 OR 7 TREES  
PROVIDED 1 TREES

1% OF SITE TO BE LANDSCAPE AREA  
SITE AREA 36,838 S.F.  
LANDSCAPE REQUIRED 2,869 S.F. OR 2,864 S.F.  
LANDSCAPE PROVIDED 15,427 S.F. OR 17%

PARKING LANDSCAPING  
(1) 3" TREE AND (1) ORNAMENTAL TREES PER 80 SPACES  
REQUIRED  
78 SPACES EQUALS (2) TREES AND (4) ORNAMENTAL TREES  
PROVIDED  
(1) TREES AND (12) ORNAMENTAL TREES

1% OF PARKING LOT TO BE LANDSCAPED  
PARKING LOT 11,126 S.F.  
LANDSCAPE REQUIRED 188 S.F.  
LANDSCAPE PROVIDED 199 S.F. OR 1%

(8) REPLACEMENT TREES CEDAR ELM 3" CAL.

SPECIAL NOTE:  
ALL LANDSCAPING IS TO BE IRRIGATED IN ACCORDANCE WITH THE CITY STANDARDS

SPECIAL NOTE:  
ALL IRRIGATION SYSTEMS ARE TO BE FITTED WITH RAIN AND FREEZE GAUGES

LANDSCAPE PLAN  
FOR  
SUBSECTION TRACT B  
LOCATED AT  
WAL-MART / SAM'S SITE  
AT  
NORTH GARLAND ROAD  
AND  
STATE HIGHWAY 190  
GARLAND, TEXAS

PREPARED: 12/12/2012



WOOD DESIGN GROUP  
OF TEXAS  
102 E. H.W. HIGHWAY  
CORPUS CHRISTI, TEXAS 78401  
OFFICE (361) 455-1111  
WWW.WOODDESIGN.COM

EXHIBITE

CONTRACT DATE:  
BUILDING TYPE:  
PLAN NUMBER:  
SITE NUMBER:  
STONE NUMBER:

TACO BELL  
NORTH GARLAND ROAD  
GARLAND, TEXAS



SITE LANDSCAPE PLAN

L1.0

PLATE:

EXHIBIT F



RIGHT SIDE ELEVATION 317'-1.0' A



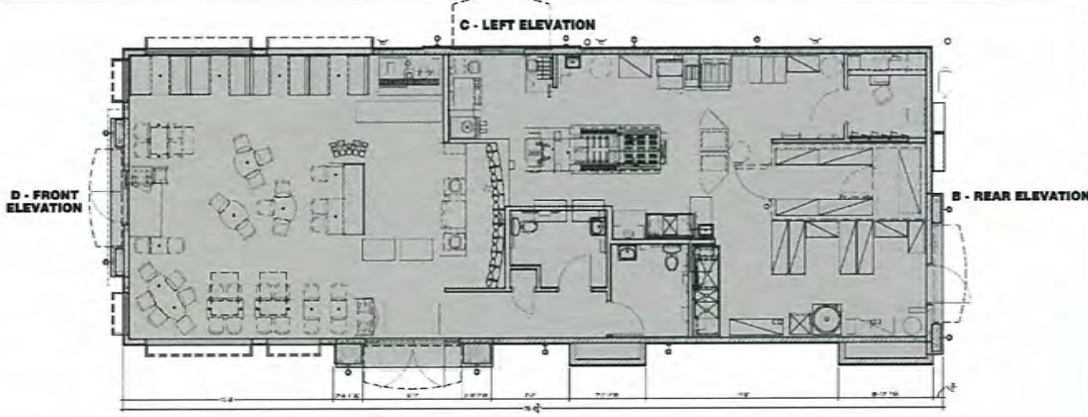
REAR ELEVATION 308'-10' B



LEFT SIDE ELEVATION 376'-10' C



FRONT ELEVATION 376'-10' D



A - RIGHT ELEVATION

REFERENCE PLAN 376'-10' E

NO.	DESCRIPTION	COLOR	FINISH
1	TACO BELL SIGNAGE	RED	PAINT
2	TACO BELL SIGNAGE	BROWN	PAINT
3	TACO BELL SIGNAGE	BLACK	PAINT
4	TACO BELL SIGNAGE	WHITE	PAINT
5	TACO BELL SIGNAGE	GRAY	PAINT
6	TACO BELL SIGNAGE	GREEN	PAINT
7	TACO BELL SIGNAGE	BLUE	PAINT
8	TACO BELL SIGNAGE	PURPLE	PAINT
9	TACO BELL SIGNAGE	PINK	PAINT
10	TACO BELL SIGNAGE	YELLOW	PAINT
11	TACO BELL SIGNAGE	ORANGE	PAINT
12	TACO BELL SIGNAGE	RED	PAINT
13	TACO BELL SIGNAGE	BROWN	PAINT
14	TACO BELL SIGNAGE	BLACK	PAINT
15	TACO BELL SIGNAGE	WHITE	PAINT
16	TACO BELL SIGNAGE	GRAY	PAINT
17	TACO BELL SIGNAGE	GREEN	PAINT
18	TACO BELL SIGNAGE	BLUE	PAINT
19	TACO BELL SIGNAGE	PURPLE	PAINT
20	TACO BELL SIGNAGE	PINK	PAINT
21	TACO BELL SIGNAGE	YELLOW	PAINT
22	TACO BELL SIGNAGE	ORANGE	PAINT
23	TACO BELL SIGNAGE	RED	PAINT
24	TACO BELL SIGNAGE	BROWN	PAINT
25	TACO BELL SIGNAGE	BLACK	PAINT
26	TACO BELL SIGNAGE	WHITE	PAINT
27	TACO BELL SIGNAGE	GRAY	PAINT
28	TACO BELL SIGNAGE	GREEN	PAINT
29	TACO BELL SIGNAGE	BLUE	PAINT
30	TACO BELL SIGNAGE	PURPLE	PAINT
31	TACO BELL SIGNAGE	PINK	PAINT
32	TACO BELL SIGNAGE	YELLOW	PAINT
33	TACO BELL SIGNAGE	ORANGE	PAINT
34	TACO BELL SIGNAGE	RED	PAINT
35	TACO BELL SIGNAGE	BROWN	PAINT
36	TACO BELL SIGNAGE	BLACK	PAINT
37	TACO BELL SIGNAGE	WHITE	PAINT
38	TACO BELL SIGNAGE	GRAY	PAINT
39	TACO BELL SIGNAGE	GREEN	PAINT
40	TACO BELL SIGNAGE	BLUE	PAINT
41	TACO BELL SIGNAGE	PURPLE	PAINT
42	TACO BELL SIGNAGE	PINK	PAINT
43	TACO BELL SIGNAGE	YELLOW	PAINT
44	TACO BELL SIGNAGE	ORANGE	PAINT
45	TACO BELL SIGNAGE	RED	PAINT
46	TACO BELL SIGNAGE	BROWN	PAINT
47	TACO BELL SIGNAGE	BLACK	PAINT
48	TACO BELL SIGNAGE	WHITE	PAINT
49	TACO BELL SIGNAGE	GRAY	PAINT
50	TACO BELL SIGNAGE	GREEN	PAINT
51	TACO BELL SIGNAGE	BLUE	PAINT
52	TACO BELL SIGNAGE	PURPLE	PAINT
53	TACO BELL SIGNAGE	PINK	PAINT
54	TACO BELL SIGNAGE	YELLOW	PAINT
55	TACO BELL SIGNAGE	ORANGE	PAINT
56	TACO BELL SIGNAGE	RED	PAINT
57	TACO BELL SIGNAGE	BROWN	PAINT
58	TACO BELL SIGNAGE	BLACK	PAINT
59	TACO BELL SIGNAGE	WHITE	PAINT
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77	TACO BELL SIGNAGE	ORANGE	PAINT
78	TACO BELL SIGNAGE	RED	PAINT
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88	TACO BELL SIGNAGE	ORANGE	PAINT
89	TACO BELL SIGNAGE	RED	PAINT
90	TACO BELL SIGNAGE	BROWN	PAINT
91	TACO BELL SIGNAGE	BLACK	PAINT
92	TACO BELL SIGNAGE	WHITE	PAINT
93	TACO BELL SIGNAGE	GRAY	PAINT
94	TACO BELL SIGNAGE	GREEN	PAINT
95	TACO BELL SIGNAGE	BLUE	PAINT
96	TACO BELL SIGNAGE	PURPLE	PAINT
97	TACO BELL SIGNAGE	PINK	PAINT
98	TACO BELL SIGNAGE	YELLOW	PAINT
99	TACO BELL SIGNAGE	ORANGE	PAINT
100	TACO BELL SIGNAGE	RED	PAINT

ELEVATION PLAN FOR SUBSECTION TRACT B LOCATED AT WIL-MART SAMS SITE AT NORTH GARLAND ROAD AND STATE HIGHWAY 160 GARLAND TX  
 PREPARED: 12/12/2012  
**EXTERIOR FINISH SCHEDULE 318-10 F**



NOTES:  
 1. THESE PLANS OR SPECIFICATIONS SHALL BE USED IN ACCORDANCE WITH THE TEXAS CIVIL STATUTES, ARTICLE 209A, WHICH PROVIDES FOR THE PROTECTION OF THE PUBLIC HEALTH, SAFETY AND INTERESTS OF THE STATE OF TEXAS. THE USER OF THESE PLANS OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS OF THE STATE OF TEXAS.  
 2. THE USER OF THESE PLANS OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS OF THE STATE OF TEXAS.  
 3. THE USER OF THESE PLANS OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS OF THE STATE OF TEXAS.  
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 10. THE USER OF THESE PLANS OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS OF THE STATE OF TEXAS.

OFFICE OF GEORGE CONRAD ARCHITECTS, P.C. 10101 GARDEN COURSEWAY, SUITE 100, GARLAND, TX 75042  
 972-465-1111  
 WWW.GEORGECONRADARCHITECTS.COM

CONTRACT NO: 1000000  
 BUILDING TYPE: RESTAURANT  
 PLAN NUMBER: JAN 2013  
 SITE NUMBER: 28-0000  
 810 N. HANCOCK

GARLAND, TX



**EXTERIOR ELEVATIONS**  
**A4.0**

PLAT DATE: 12-07-2012



## SPECIFIC USE PERMIT CONDITIONS

ZONING FILE: 13-02

5300 Block of North Garland Avenue

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit Restaurant, Drive-Through on the subject property.
- II. **Statement of Effect:** This permit shall not affect any regulation found in the Comprehensive Zoning Ordinance, as amended, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Freeway (FW) District set forth in Section 31, 33, and 46 of the Comprehensive Zoning Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
  - A. Time Period: The Specific Use Permit shall be in effect for a 25 year time period and tied to **Taco Bell**.

## Z 13-02

Amendments to PD 08-09, Concept/Detail Plan, variances to the SH 190 Standards regarding freestanding signs and SUP for Restaurant, Drive-Through



Looking at properties across N. Garland Ave. from subject site (Freeway and General Business Uses).



Looking at properties northeast from subject site (Shopping Center and Freeway Uses).



Looking at the Wal-Mart building and parking area from subject site (Freeway Uses).



Looking at the Sam's Club building and parking area from subject site (Freeway Uses).

## REPORT & MINUTES

P.C. Meeting, January 14, 2013 (8 Members Present)

Consideration of the application of Taco Bell, requesting approval of 1) amendments to Planned Development (PD) 08-09 for Freeway Use, 2) a Concept Plan with conditions, 3) a Detail Plan with conditions, 4) variances to sections 34.21(C)(3)(a)(i)(a) and 34.21(C)(3)(a)(i)(b) of the SH 190 Development Standards regarding freestanding signs, and 5) a Specific Use Permit for Restaurant with Drive-Through. The property is located at the 5300 Block of North Garland Avenue. (File 13-02)

Representing the applicant was David Gregory, 250 W Southlake Blvd., Ste. 117, Southlake. He presented material supporting the detail plan and variances requested.

The main discussion and questions were regarding the size of the menu board requested and alternatives that would be permitted by the ordinance.

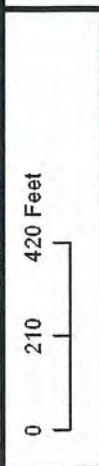
**Motion** was made by Commissioner Luckie, seconded by Commissioner Malcolm to **approve** the Detail Plan and Concept Plan with conditions, the Specific Use Permit for a Restaurant with Drive-Through for a period of 25 years tied to Taco Bell and the variance regarding a monument sign as recommended by staff. The variance request regarding the menu board sign was also approved. **Motion carried: 8 Ayes, 0 Nays.**





INDICATES AREA OF REQUEST

# ZONING Z 13-02



O = IN FAVOR  
X = AGAINST

S 03-05

S 02-10

PD 06-06

95-56

PD 03-14

PD 06-19

PD 01-16

PD 04-42

PD 03-66

PD 02-20

PD 03-24

PD 03-65

PD 05-63

O-1

PD 82-175

PD 06-79

PD 07-36

PD 06-79

PD 07-39

PD 08-45

PD 07-27

PD 07-46

PD 92-20

SF 17-13

S 07-65

S 05-61

AG

FW

85-39

GEORGE BUSH GARLAND

GEORGE BUSH SERVICE

GEORGE BUSH

NAMAN FOREST

GARLAND

WOOD CREEK

TURNER COVE

EMILY





# GARLAND

January 3, 2013

972-205-2474

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: January 14, 2013 – 7:00 PM

**APPLICANT:** Taco Bell

File Z 13-02

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, January 14, 2013, in the Council Chambers of City Hall, 200 North Fifth Street, to consider the application of **Taco Bell** requesting approval of 1) amendments to the conditions in Planned Development (PD) 08-09, 2) a Concept Plan with conditions, 3) a Detail Plan with conditions, 4) variances to sections 34.21(C)(3)(a)(i)(a) and 34.21(C)(3)(a)(i)(b) of the SH 190 Development Standards regarding freestanding signs and 10-200 of the Comprehensive Zoning Ordinance No. 4647 regarding the minimum required parking count, and 5) a Specific Use Permit for Restaurant with Drive-Through on property zoned Planned Development (PD) 08-09 District for Freeway Uses and in the SH 190 Overlay. The property is shown on the enclosed sketch and is described as follows:

Being an approximate 20.879-acre parcel shown as Lot 2, Block 1, TBCW Addition, an addition to the city of Garland, Dallas County, Texas. This property is located at 5300 Block of North Garland Avenue, Garland, Texas. (District 1)

**Note: The applicant is proposing to carve out a pad site on the Wal-Mart parking lot area and construct a Taco Bell restaurant with a drive-through. The applicant requests approval of a Concept Plan/Detail Plan with new conditions and a Specific Use Permit to construct a restaurant with a drive-through. Additionally, the applicant is seeking approval of variances to place a monument sign facing North Garland Avenue, exceed the maximum allowable area for menu board signs, and decrease the number of parking spaces on the Wal-Mart site to less than the minimum requirement.**

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002** or by fax at 972-205-2474. Should you have any questions, please contact Josue De La Vega at 972-205-2445.

(Please Check One Below)

- I am in favor of the request.
- I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

\_\_\_\_\_  
\_\_\_\_\_

(Please complete the following information)

Your Property Address

ROBERT MANOBI - RSO ROBIN GOURMET BURGERS  
 Printed Name \_\_\_\_\_  
 5031 N. Garland Ave. Garland TX 75044  
 Address \_\_\_\_\_ City, State \_\_\_\_\_ Zip \_\_\_\_\_

The above statements reflect my (our) opinion regarding the proposed request(s).

Signature \_\_\_\_\_ Title Pres. of Gourmet Burgers Date 1/9/13





# GARLAND

January 3, 2013

CITY OF GARLAND  
PLANNING DEPARTMENT  
P.O. BOX 469002  
GARLAND, TX 75046-9002

**HEARING DATE/TIME:** Plan Commission: January 14, 2013 – 7:00 PM

**APPLICANT:** Taco Bell

**File Z 13-02**

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(Please Check One Below)

- I am in favor of the request.
- I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

---

---

(Please complete the following information)

Your Property Address

Ms Reilly mgr North Garland Crossing Ltl  
 Printed Name

S.H. 190 & N. Garland Avenue Garland TEXAS  
 Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed request(s).

Ms Reilly Mgr North Garland Crossing Ltl 1/4/2013  
 Signature Title Date





# City Council Item Summary Sheet

Work Session

Agenda Item

Date: February 5, 2013

## Boards and Commissions

### Summary of Request/Problem

Council is requested to consider appointments to Boards and Commissions.

### Recommendation/Action Requested and Justification

Submitted By:

Approved By:

William E. Dollar  
City Manager



# Board & Commission Application

Please Print or Type. **PLEASE DO NOT SEND RESUME.**

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

Board or Commission of first, second, and third choice: (Utility Advisory Board has a separate application)

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

Full Name: Maxwell James Fisher, AICP  
 Home Address: 2910 Chariot Lane Bus. Address: 900 Jackson Street, Suite 640  
 City, State, Zip: Garland, TX 75044 City, State, Zip: Dallas, TX 75202  
 Home Phone: 972.530.2152 Phone (Other): 214.470.3972  
 Email Address: maxwell@masterplanconsultants.com

Resident of Garland for 8 years Resident of Texas for 10 years  
 Are you a registered voter in Dallas County?  Yes  No  
 Voter Registration No. 1079430049 Precinct No. 2700 City Council District No. 7  
 Have you ever been convicted of a felony?  Yes  No  
 Have you ever been convicted of a Class A misdemeanor?  Yes  No

Please list any experience that qualifies you to serve in the areas you have indicated.  
 As Principal Planner for the City of Garland, I administered the zoning and development review process, including making presentations and providing input to the Plan Commission. Overall, I have 10 years of experience of providing professional planning and land use recommendations to various city boards, commissions and councils. I am also a member of APA and I am a certified planner (AICP.)  
 If you have served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.  
 I am involved in local church participating in various philanthropic efforts.

What is your educational background?  
 I have a bachelor's degree in geography - urban and regional systems from Indiana University and I have taken graduate courses in public policy and local government management at UTD.

What is your occupational experience? I was a city planner for the City of Galveston, TX for 2 years and the City of Garland for over 7 years. I am currently a land use consultant representing property and business owners and developers gain land use entitlements.

\* Plan Commission members must own property within the city.

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

### FOR OFFICE USE ONLY

Ad Valorem Tax Status Current  Past Due   
 Status of Utility Accounts Current  Past Due   
 Suit/Claim Filed in City Secretary's Office Yes  No

Signatures  
 1/28/13  
 Tax Clerk  
 1/28/13  
 Accounting Clerk  
 1/28/13  
 City Secretary

Date Appointed \_\_\_\_\_  
 Appointed By \_\_\_\_\_  
 Date Notified \_\_\_\_\_  
 Date Disclosure Form Filed \_\_\_\_\_