

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

City of Garland

Council Chambers, City Hall

200 North Fifth Street, Garland, Texas

January 8, 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 December 18, 2012 Regular Meeting.
2. Consider approval of the following bids:
 - a. 138 kV Transmission Line Reconstruction Materials Bid No. 3247-13

Techline	\$372,289.64
Contingency	<u>32,000.00</u>
TOTAL	<u>\$404,289.64</u>

This request is to provide all materials necessary to reconstruct the 138 kV transmission line project at the Pleasant Valley Bridge at Rowlett Creek. Due to the size and complexity of the project, an optional contingency is included for any unforeseen additional materials that may be required.

- b. Substation Circuit Breakers Bid No. 3260-13

Mitsubishi	\$1,327,500.00
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This request is for the purchase of 15 circuit breakers to be used in Garland Power & Light's substation operations.

- c. Erosion Control Bid No. 3296-13

Knight Erosion Control	\$3,019,200.00
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This request is to provide labor, materials, and equipment required for the installation of bag walls for erosion maintenance on an as needed basis.

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

- a. **Zoning File No. 12-52, R-Delta**

Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for Electric Substation on a 4.3344-acre tract of land located at 2896 Bobtown Road.

- b. **Zoning File No. 12-54, 7-Eleven**

Consider an ordinance amending the zoning laws of the City of Garland by approving a Specific Use Permit for Retail Sales with Gasoline Pumps on a 1.705-acre tract of land located at 2435 West Miller Road.

4. **Consider a resolution requesting the members of the 83rd Legislative Session of the State of Texas support legislation that increases funding for the Texas Recreation & Parks Account and the Large County and Municipality Recreation and Parks Account Local Park Grant Programs, and the Texas State Park System.**

Funding for the Texas Recreation & Park Account and the Large County and Municipality Recreation and Parks Account local grant programs was suspended by the Texas Legislature for state budget years 2012 – 2013. Cities across Texas are requesting the 83rd Legislature of Texas seek passage of legislation to restore this funding for matching grants to acquire and develop local parks. At their December 5, 2012 meeting, the Garland Park and Recreation Board recommended this item be presented to Council. This item was considered by Council at the December 18, 2012 Work Session.

5. **Consider by minute action authorizing the City Manager to execute a design contract with RJN Group, Inc.**

Funding for the miscellaneous flooding was included in the approved 2012 Capital Improvement Program (CIP) and is proposed in the 2013 CIP. To begin the design process, staff has negotiated a contract with a local firm, RJN Group, Inc., in an estimated amount of \$131,565. The contract will cover the design of drainage areas that have storm sewer capacity issues and create street flooding during intense rain events. The limits include the

drainage basins along Wallace Drive between Dairy and First Street; Briarwood between Miller and Ridgewood; Ridgewood between Ridgewood and Celeste; and, Fifth Street between Celeste and Chico.

- 6. Consider by minute action authorizing the City Manager to execute a discretionary service agreement with Oncor.**

Funding for the Walnut Utility Relocation was included in the approved 2012 Capital Improvement Program (CIP) and is proposed in the 2013 CIP. In an effort to reduce the overhead utilities in the downtown redevelopment area, the project includes providing an underground conduit duct bank for Verizon and Oncor along the south side of Walnut between Glenbrook and the KCS ROW. The Discretionary Service Agreement includes funding in the amount of \$114,675 for Oncor to provide cable/wires in the new underground conduit system and to remove their existing overhead wires and poles.

- 7. Consider a resolution relating to the issuance of refunding bonds and commercial paper by the Texas Municipal Power Agency and providing the approval of the City for the issuance thereof subject to certain parameters and conditions.**

Texas Municipal Power Agency (TMPA) Board of Directors passed a resolution providing for TMPA Member Cities to replace the generation portion of the TMPA Tax exempt Commercial Paper Program ("2005 CP Program") with a fixed rate debt to lessen TMPA's exposure to interest rate risk and provide capacity for additional transmission investments. TMPA has determined it must amend or replace the 2005 CP Program with a new commercial paper program ("Series 2013 Commercial Paper Notes") on or prior to the scheduled termination date. The amended 2005 CP Program or the Series 2013 Commercial Paper Notes will have a principal capacity not to exceed \$100,000,000 and a maturity date no later than September 1, 2018. This item was considered by Council at the December 18, 2012 Work Session.

- 8. Consider approving by minute action an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.**

Council is requested to approve an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.

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.

9. Hold a public hearing on the following zoning case:

Consider the application of Turcotte Development Group requesting approval of 1) amendments to Planned Development (PD) 05-63 for Shopping Center Use, 2) a concept Plan with conditions, and 3) a Detail Plan with conditions. The property is located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to Mayor Foundation Addition. File 12-56

The proposal is for approval of a Concept Plan and Detail Plan with new conditions to develop an Academy Sports & Outdoors retail store on the property referenced above. At the December 10, 2012 meeting, the Plan Commission (by a 6 to 0 vote) recommended approval except to exclude the 4 Motor Vehicle and Related Uses from the permitted uses for a Shopping Center District in the 190 Overlay as recommended by staff.

10. Citizen comments.

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

11. 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. 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 in regular session at 7:00 PM on Tuesday, December 18, 2012, 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	Lori Dodson
Councilmember	Rick Williams
Councilmember	Jim Cahill

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. Councilman B.J. Williams led the Invocation and the Pledge of Allegiance.

CEREMONIALS: Mayor Jones and City Manager Dollar recognized Fire Chief Raymond Knight and Fire Department Personnel Garrett Evans; Merrill Balanciere; Heidi Cardenas; and James Hawkins for leading the effort to train City employees in CPR.

CONSENT AGENDA: All items marked with asterisks (**) on the Consent Agenda were voted on in a single motion at the beginning of the meeting. A motion was made by Councilman B.J. Williams, seconded by Councilwoman Anita Goebel, to approve Items: 1; 2a; 2b; 2c; and 3 as presented. A vote was cast. The motion carried unanimously with 9 Ayes; 0 Nays.

1. Approved** City Council Meeting minutes of the December 4, 2012 Regular Meeting.

2a. Approved** Award of Bid No. 3275-13 to Holt Cat in the amount of \$1,204,480.00 for the purchase of two articulating dump trucks for the Garland Landfill to be used in daily operations.

2.b. Approved** Award of Bid No. 3279-13 to Austin Ribbon and Computer in the amount of \$171,874.26 for the replacement of aging mobile data computers used in fire engines, trucks, and ambulances. This replacement of aging hardware will meet public safety specifications for field computing.

2c. Approved**

Award of Bid No. Bid No. 3280-13 to Yamaha Golf Cart Company in the amount of \$367,050.00 for the replacement of aging golf carts and equipment at Firewheel Golf Park. The equipment is significantly past its useful life and is scheduled for replacement in the 2013 Capital Improvement Program. Due to equipment failures resulting in significant operational difficulties, an advanced capital purchase was considered by Council at the November 26, 2012 Work Session.

3. Approved**

Approve Resolution No. 10086 accepting a Texas Department of Transportation Selective Traffic Enforcement Program – Impaired Driving Mobilization Grant in the amount of \$55,562.57.

ITEMS FOR INDIVIDUAL CONSIDERATION:

4a. Held and Approved

Mayor Jones opened the public hearing to consider the application of R-Delta, requesting approval of a Specific Use Permit for Electrical Substation on property zoned Shopping Center (SC) District within the IH 30 Overlay. This property is located at 2896 Bobtown Road. (File 12-52) The proposal is for approval of a Specific Use Permit for an Electrical Substation on property zoned Shopping Center within the I-30 Overlay. At the November 26, 2012 meeting, the Plan Commission (by an 8 to 0 vote) recommended approval as recommended by staff for a period of 50 years tied to GP&L.

Senior Managing Director of Development Services Neil Montgomery provided background information regarding the project. Frank Polma, P.E. answered questions on behalf of the applicant.

Councilman B.J. Williams made a motion, seconded by Councilwoman Lori Dodson, to close the public hearing and to approve the application as presented. A vote was cast and the motion carried with 9 ayes, and 0 nays.

4b. Held and Approved

Mayor Jones opened the public hearing to consider the application of 7-Eleven, Inc., requesting approval of a Specific Use Permit for Retail Sales with Gasoline Pumps on property zoned Shopping Center (SC) District. The property is located at 2435 West Miller Road. (File 12-54) The proposal is for approval of a Specific Use Permit for Retail Sales with Gas on property zoned Shopping Center. At the November 26, 2012 meeting, the Plan Commission (by an 8 to 0 vote)

recommended approval as recommended by staff for a period of 20 years tied to 7-Eleven, Inc.

Senior Managing Director of Development Services Neil Montgomery provided background information. Sarah Shaw spoke on behalf of the applicant.

Councilman Cahill made a motion, seconded by Councilwoman Dodson to close the public hearing and to approve the application as presented. A vote was cast and the motion carried with 9 ayes, and 0 nays.

CITIZEN COMMENTS: No citizens spoke.

There being no further business to come before the City Council, Mayor Jones adjourned the meeting at 7:14 p.m.

CITY OF GARLAND

Signed:

Mayor Ronald Jones

Attest:

Lisa Palomba, City Secretary



GARLAND
PURCHASING

Bid No.: 3247-13
Agenda Item: 2a
Meeting: Council
Date: 01/08/13

Purchasing Report

138 kV TRANSMISSION LINE RECONSTRUCTION MATERIALS OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide all materials necessary to reconstruct the 138kV transmission line project at the Pleasant valley Bridge @ Rowlett Creek. Due to the size and complexity of the project, an optional contingency is included for any unforeseen additional materials that may be required. This is an approved 2012 Capital Improvement Project.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline	All	\$372,289.64
	Contingency	\$32,000.00
	TOTAL:	\$404,289.64

BASIS FOR AWARD:

Straight Low Bid

Submitted by:

Reviewed by:

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

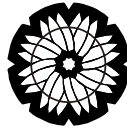
William E. Dollar
City Manager

Date: 12/21/12

Date: 12/31/12

FINANCIAL SUMMARY:

Total Project/Account: \$	800,000	Operating Budget: <input type="checkbox"/>	CIP: <input checked="" type="checkbox"/>	Year: 2012
Expended/Encumbered to Date:	0	Document Location:		
Balance: \$	800,000	Account #:	215-3599-3140701-6051	
This Item:	404,290		EC-T5407-00116051	
Proposed Balance: \$	395,710	Fund/Agency/Project – Description:	Electric Transmission – Pleasant Valley	
Ron Young	12/26/12	Bridge Relocation		
Budget Analyst	Date	Comments:		
Ron Young	12/26/12			
Budget Director	Date			



GARLAND

PURCHASING

Executive Summary **Bid 3247-13** **138kV Transmission Line Reconstruction Materials**

Recommended Vendor:

Techline Inc.

Total Recommended Award:

\$404,289.64

Basis for Award:

Straight Low Bid

Purpose:

The purpose of this contract is to provide all materials necessary to reconstruct the 138kV transmission line project at Pleasant valley Bridge @ Rowlett Creek.

Evaluation:

Notification of a pending Request for Bids was issued per Purchasing procedure. Three (3) bids were received and evaluated.

Techline, Inc. was the Straight Low Bidder by \$41,312.21 less than the second low Bidder, MVA Power, Inc.

Recommendation:

Techline, Inc. is the recommended Straight Low Bidder meeting all requirements of the specification.

Funding Information:

2012 CIP Account 215-3599-3140701-6051 (Job Cost #EC-T5407-00116051)

Department Director:

Art Martinez, Acting Transmission & Distribution Director, 972-205-2669



GARLAND
PURCHASING

Bid No.: 3260-13
Agenda Item: 2b
Meeting: Regular Meeting
Date: 01/08/12

Purchasing Report

SUBSTATION CIRCUIT BREAKERS OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide fifteen (15) circuit breakers to be used in Garland Power & Light's substation operations. Mitsubishi was the highest evaluated bidder based on the published criteria receiving 98 out of a possible 100 points. Garland Power & Light has used Mitsubishi circuit breakers in the past and are please with their performance.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Mitsubishi	All	\$1,327,500.00

TOTAL: \$1,327,500.00

BASIS FOR AWARD:

Best Value

Submitted by:

Reviewed by:

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

William E. Dollar
City Manager

Date: 12/28/12

Date: 12/31/12

FINANCIAL SUMMARY:

Total Project/Account: \$ N/A

Expended/Encumbered to Date: N/A

Balance: \$ N/A

This Item: N/A

Proposed Balance: \$ N/A

Ron Young 12/26/12

Budget Analyst Date

Ron Young 12/26/12

Budget Director Date

Operating Budget: ☐ CIP: ☒ Year: 2012

Document Location: E11

Account #: 211-1312

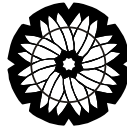
Electric Inventory

Fund/Agency/Project – Description:

Electric Substation - Circuit Breakers

Comments: The Circuit Breakers will be charged to various CIP Substation projects as needed.

CITY OF GARLAND - BID RECAP SHEET OPENED: 11/21/12 REQ. NO. PR 30824 BID NO. 3260-13 PAGE: 1 of 1 BUYER: Bob Bonnell				Mitsubishi		Len T. Deloney		National Electric		HVB-AE Power		Perferred Sales Agency		KD Johnson	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	15	Ea	145kv SF6 Gas Circuit Breakers	\$88,500.00	\$1,327,500.00	\$83,498.00	\$1,252,470.00	\$84,023.00	\$1,260,345.00	\$86,400.00	\$1,296,000.00	Did Not Meet Specifications		Did Not Meet Specifications	
			Evaluation Criteria:												
			Price	Maximum = 40	38.00		40.00		40.00		39.00				
			Maintenance	Maximum = 30	30.00		30.00		30.00		10.00				
			Reference	Maximum = 5	5.00		5.00		5.00		0.00				
			Time	Maximum = 20	20.00		20.00		20.00		20.00				
			Previous Experience w/COG	Maximum = 5	5.00		0.00		0.00		0.00				
			Total Score:	Maximum = 100	98.00		95.00		95.00		69.00				
TOTAL GROSS PRICE				\$1,327,696.00		\$1,252,660.00		\$1,260,535.00		\$1,296,138.00		\$0.00		\$0.00	
CASH DISCOUNT															
TOTAL NET PRICE				\$1,327,696.00		\$1,252,660.00		\$1,260,535.00		\$1,296,138.00		\$0.00		\$0.00	
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY															
NEXT LOW:				891 # Notifications		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.									
LOW:				18 # BidSync HUBS											
SAVINGS:				# Direct Contact HUBS											
				0 # HUBS Responded											
CITY OF GARLAND - BID RECAP SHEET				Duval Solar Inc.		Mueller Solar Co.		DELIVERED		DELIVERED		DELIVERED		DELIVERED	



GARLAND

PURCHASING

Executive Summary Bid 3260-13 Substation Circuit Breakers

Recommended Vendor:

Mitsubishi

Total Recommended Award:

\$1,327,500.00

Basis for Award:

Best Value

Purpose:

The purpose of this contract is to provide fifteen (15) 145kV 3000 Amp 50kA circuit breakers for the Substations.

Evaluation:

Requests for Bids were issued in accordance with Purchasing procedures. Six (6) bids were received and evaluated based on the criteria of: price; maintenance cost; references; ability to meet completion time; previous experience with the City.

Preferred Sales Agency and KD Johnson, Inc. offered circuit breakers that did not meet the minimum 50kA rating, and were therefore not considered. Mitsubishi received the highest evaluated score of 98 offering the best value to the City. GP&L has had Mitsubishi breakers in service and are pleased with their performance.

Recommendation:

Staff recommends awarding the contract to Mitsubishi providing the best value to the City.

Funding Information:

Operating Budget Account 211-1312

Department Director:

Art Martinez, Acting Transmission and Distribution Director, 972-205-2669



GARLAND
PURCHASING

Bid No.: 3296-13
Agenda Item: 2c
Meeting: Regular Meeting
Date: 01/08/12

Purchasing Report

TERM CONTRACT FOR EROSION CONTROL TERM CONTRACT

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide labor, materials and equipment required for the installation of bag walls for erosion maintenance on an as needed basis. The term of this contract is two (2) years with one optional annual renewal. The unit price quantities are estimated and may be more or less based on actual needs. Pricing will be in accordance with the City of Duncanville's Contract.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Knight Erosion Control	All	\$3,019.200.00

TOTAL: \$3,019,200.00

BASIS FOR AWARD:

Interlocal Agreement

Submitted by:

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

Reviewed by:

William E. Dollar
City Manager

Date: 12/21/12

Date: 12/31/12

FINANCIAL SUMMARY:

Total Project/Account: \$ N/A

Expended/Encumbered to Date: N/A

Balance: \$ N/A

This Item:

Proposed Balance: \$ N/A

Budget Analyst

Date

Budget Director

Date

Operating Budget: ☐ CIP: ☐ Year: _____

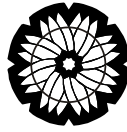
Document Location: _____

Account #: 451-6999

Fund/Agency/Project – Description:
Term Contract –

Comments:

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



GARLAND

PURCHASING

Executive Summary **Bid 3296-13** **Term Contract for Erosion Control**

Recommended Vendor:

Knight Erosion Control

Total Recommended Annual Award:

\$3,019,200.00

Basis for Award:

Interlocal Agreement

Purpose:

The purpose of this contract is to provide labor, materials and equipment required for the installation of bag walls for erosion maintenance on an as needed basis.

Evaluation:

This contract is being entered into through an Interlocal agreement with the City of Duncanville. The term of this contract is two (2) years with one optional annual renewal.

Recommendation:

Staff recommends awarding the term contract to Knight Erosion Control.

Funding Information:

Blank Account 451-6999

Department Director:

Michael Polocek, PE, Engineering, 972-205-2178



City Council Item Summary Sheet

☐ Work Session

☒ Agenda Item

Date: January 8, 2013

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance 12-52 – R-Delta

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Submitted By:

Neil Montgomery
Senior Managing Director of Development
Services

Approved By:

William E. Dollar
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PERMIT FOR ELECTRIC SUBSTATION ON A 4.3344-ACRE TRACT OF LAND LOCATED AT 2896 BOBTOWN ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 26th day of November, 2012, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **R-Delta Engineers** and

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

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

Section 1.

Ordinance No. 4647 is hereby amended by approving a Specific Use Permit for Electric Substation on a 4.3344-acre tract of land located at 2896 Bobtown Road, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

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

Section 3.

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

Section 4.

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

FILE NO. 12-52

PASSED AND APPROVED this _____ day of _____, 2012.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 12-52

Being an approximate 4.3344-acre parcel shown as Lot 1 Block 1 of G. P. & L./Bobtown Addition, an addition to the City of Garland as recorded in Volume 2005039, Page 00253, of the Deed Records of Dallas, County, Texas. The property is located at 2896 Bobtown Road.

SPECIFIC USE PERMIT CONDITIONS

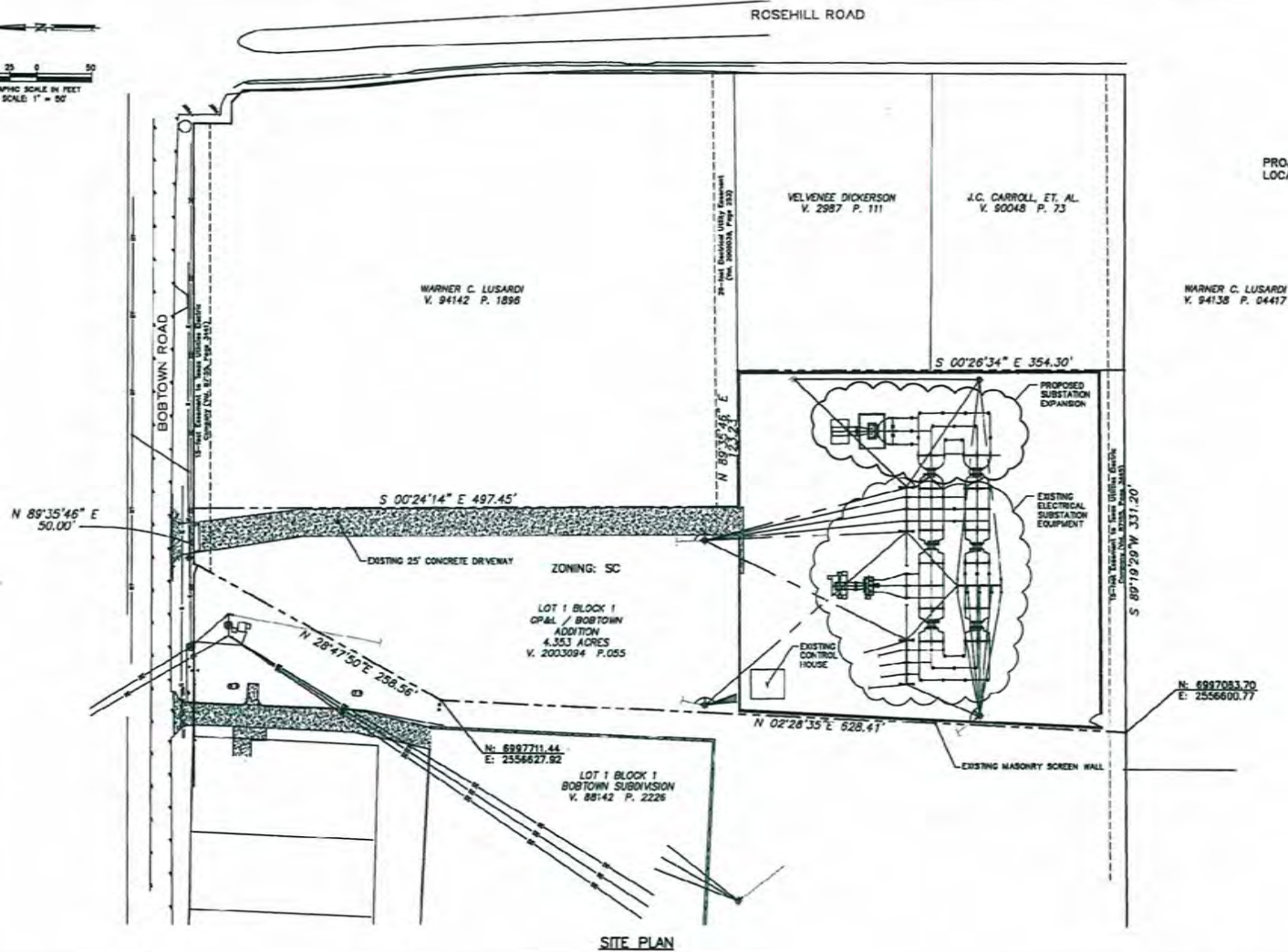
ZONING FILE 12-52

2896 Bobtown Road

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit the expansion of an electrical substation 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 IH 30 Development Standards and Shopping Center (SC) District set forth in Section 24, 33 and 48 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for a 50 year time period and tied to **Garland Power & Light**.
 - B. Site Plan: Development shall be in conformance with site plan labeled Exhibit C.

EXHIBIT C

GRAPHIC SCALE IN FEET
SCALE 1" = 50'



PROJECT LOCATION



VICINITY MAP

SITE PLAN

REV	DATE	REV. BY	P.M.	ENG.	REVISION/RELEASE

GARLAND
GARLAND POWER & LIGHT

R-DELTA ENGINEERS, INC.
418 MAIN STREET
PA. 07712
WWW.RDELTA.COM

OAKLAND, TEXAS
FAX: (972) 444-2770
TELEPHONE: (972) 444-1111

JOB NO. 2071-12 DESIGN BY: FAP

CREATED: CODE

PLOTTED: CHECKED BY:

LAST UPDATE BY:

DRAWN: KLS SCALE: AS SHOWN

CHECKED: RDE DRAWING NO.: ISSUE:

APPROVED: SUP-1 1

FILENAME:

SITE PLAN
ROSEHILL SUBSTATION
SPECIFIC USE PERMIT



City Council Item Summary Sheet

☐ Work Session

☒ Agenda Item

Date: January 8, 2013

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance 12-54 – 7-Eleven, Inc.

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Submitted By:

Neil Montgomery
Senior Managing Director of Development
Services

Approved By:

William E. Dollar
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING A SPECIFIC USE PERMIT FOR RETAIL SALES WITH GASOLINE PUMPS ON A 1.705-ACRE TRACT OF LAND LOCATED AT 2435 WEST MILLER ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 26th day of November, 2012, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **7-Eleven Inc.** and

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

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

Section 1.

Ordinance No. 4647 is hereby amended by approving a Specific Use Permit for Retail Sales with Gasoline Pumps on a 1.705-acre tract of land located at 2435 West Miller Road, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

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

Section 3.

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

Section 4.

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

FILE NO. 12-54

PASSED AND APPROVED this _____ day of _____, 2012.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 12-54

Being an approximate 1.705-acre parcel shown as Lot 1 Block 1 of Town & Country Addition, an addition to the City of Garland as recorded in Volume 96007, Page 1858, of the Deed Records of Dallas, County, Texas. The property is located at 2435 West Miller Road.

SPECIFIC USE PERMIT CONDITIONS

ZONING FILE 12-54

2435 West Miller Road

- I. **Statement of Purpose:** The purpose of this Specific Use Permit is to permit the operation of a gas station under new ownership.
- 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 Section 10-309 and the Shopping Center (SC) District set forth in Section 24, 33 and 48 of the Comprehensive Zoning Ordinance, Ordinance No. 4647 are included by reference and shall apply, except as otherwise specified in this ordinance.
- IV. **Specific Regulations:**
 - A. Time Period: The Specific Use Permit shall be in effect for a 20 year time period and tied to **7-Eleven Inc.**
 - B. Site Plan: Subject property shall remain in general conformance with site plan labeled Exhibit C.
 - C. Surety Bond: The owner/operator shall provide a \$40,000 surety bond or similar security to the City to ensure the removal of all buildings, equipment, above-ground and underground storage tanks and/or other improvements in the event the business operations (retail sales with gas pumps) ceases operation for a period of two or more years, Section 10-309(c) of the Comprehensive Zoning Ordinance.

EXHIBIT C

11d-g

60	10000	PA	1010	1000	RECORDS
61	10000	PA	1010	1000	RECORDS
62	10000	PA	1010	1000	RECORDS
63	10000	PA	1010	1000	RECORDS

REPORT XXXX, INC.
ADDRESS 2125 N. 10TH ST.
CITY MINNAPOLIS, MN 55405
PHONE NO. 612-339-1111



**SURVEY OF
3.207 ACRES BEING
ALL OF LOTS 1 AND 2, BLOCK 1
TOWN & COUNTRY ADDITION
CITY OF GARLAND
DALLAS COUNTY, TEXAS**

AREA: 3.207 ACRES
(133,673 SQUARE FEET)

STATE OF TEXAS
COUNTY OF DALLAS

WE, THE SIGNER, HEREBY MAKE A DEMAND OF THE RETURN OF THE FOREGOING PROPERTY AND WE CERTIFY THAT THERE ARE NO OTHER OR APPARENT EVIDENTS OF ENCUMBRANCE, EXCEPT AS SHOWN.

BY [Signature]
LINDA T. WICKER
DISTRICT ATTORNEY, 1400 SUPREMACY BL. S.W.

DATE SEP 29, 2004

5

JOHN HANCOCK 6-2034195
H/COB 000 430



City Council Item Summary Sheet

☐ Work Session

Date: January 8, 2013

☒ Agenda Item

CONSIDER RESOLUTION TO THE 83RD LEGISLATURE SUPPORTING THE TEXAS RECREATION & PARKS ACCOUNT LOCAL GRANT PROGRAM

Summary of Request/Problem

Funding for the Texas Recreation & Park Account (TRPA) and the Large County and Municipality Recreation and Parks Account (Urban Account) local grant programs was suspended by the Texas Legislature for state budget years 2012-2013. Cities across Texas are requesting the 83rd Legislature of Texas seek passage of legislation to restore this funding for matching grants to acquire and develop local parks.

The Texas Recreation & Parks Account Program (TRPA), which replaced the Texas Local Park Fund Program, was created in 1993 by the Texas Legislature to provide financial assistance to local governments in the acquisition of land and development of both outdoor and indoor recreation facilities. The revenue for the program comes solely from a portion of the sales tax on designated sporting goods in Texas. Grants from this account are a 50/50 match between the state and the local sponsor. This effort to restore funding to the Texas local parks fund program is supported by the Texas Municipal League, the Texas Municipal Parks, Recreation & Tourism Association (an affiliate of the Texas Municipal League), and by the Texas Recreation & Park Society.

Texas local park fund grant program matching funds have assisted in the acquisition and/or development of a range of projects in Garland's park system including Windsurf Bay Park, Coomer Park, Ablon Park, Duck Creek Trail, Spring Creek Greenbelt.

The City Council was briefed on this item at their December 18 Work Session and directed staff to bring forth the item for consideration at their next Regular meeting.

ATTACHMENT: Resolution

Recommendation/Action Requested and Justification

The Garland Park and Recreation Board at their December 5 meeting recommended for City Council consideration approval of the attached resolution to the 83rd Texas Legislature supporting the Texas Recreation & Parks Account local grant fund program.

Submitted By:

**Jim Stone, Managing Director
Parks, Recreation & Cultural Services**

Approved By:

**William E. Dollar
City Manager**

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GARLAND, TEXAS REQUESTING THE MEMBERS OF THE 83rd LEGISLATIVE SESSION OF THE STATE OF TEXAS SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION & PARKS ACCOUNT AND THE LARGE COUNTY & MUNICIPALITY RECREATION & PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM

WHEREAS, the Texas Parks & Wildlife Department ("TPWD") administers the Texas Recreation & Parks Account Local Park Grant Program ("TRPA") and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 94 State parks and historical sites in Texas; and

WHEREAS, TPWD has a separate account in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1,629 projects of the 3,470 submitted over 30 years delivering over \$800 million to the local Texas economy; and

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

WHEREAS, the TRPA, Urban Account, and State parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and

WHEREAS, the maintenance and improvements of State park and historic sites and the addition of new parks is a priority to Texans due to the State's expanding population and extensive tourism industry; and

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and

WHEREAS, funds are needed for major repairs at state parks and for the acquisition and development of parks and facilities; and

WHEREAS, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 83rd Texas Legislature.

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

Section 1

That members of the 83rd Legislature of Texas seek passage of legislation maximizing the use of revenue from the sporting goods sales tax to increase funding for parks and recreation programs for both Local and State parks and that all TRPA and Urban Account funded park projects be subject to the established TPWD competitive scoring system.

Section 2

That members of the 83rd Legislature of Texas restore funding to the TRPA and Urban accounts in the amount of at least \$15.5 million per year.

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 _____ 2013.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

☐ Work Session

Date: January 8, 2013

☒ Agenda Item

Design Contract – Dairy Road, Briarwood Drive, Fifth Street and Ridgewood Drive

Summary of Request/Problem

Funding for the Miscellaneous Flooding was included in the approved 2012 Capital Improvement Program (CIP) and is proposed in 2013 Capital Improvements Program.

To begin the design process, staff has negotiated a contract with a local firm, RJN Group, Inc., in an estimated amount of \$131,565.00. The contract will cover the design of drainage areas that have storm sewer capacity issues and create street flooding during intense rain events. The limits include the drainage basins along Wallace Drive between Dairy and First Street, Briarwood between Miller and Ridgewood, Ridgewood between Ridgewood and Celeste and Fifth Street between Celeste and Chico.

Council action is required to authorize the City Manager to execute the contract.

Recommendation/Action Requested and Justification

Authorize the City Manager to execute the proposed contract by Minute Action

Attachments:

Proposed Contract

2013 Proposed CIP Sheet

Submitted By:

Michael C. Polocek
Director of Engineering

Approved By:

William E. Dollar
City Manager

December 6, 2012

Ms. Donna Manhart, P.E.
City of Garland, Texas

Re: West Pressure Plane Improvements 24" Pipeline – Phase 1B – Section I
Dairy, Briarwood, Ridgewood and Fifth Drainage
Design Proposal

Dear Ms. Donna Manhart,

The following is the proposed scope for the RJN design proposal for the design of storm water drainage improvements in four areas along and around the West Pressure Plane Improvements 24" Pipeline – Phase 1B – Section I. Each section will be separate sets of plans including all the appropriate sheets. RJN will provide three submittals [preliminary (60%), pre-final (90%), final (100%)] per this proposal which will include addressing two sets of city comments. The scope of work and associated fee for each of the sections are as follows:

Dairy Drainage Improvements (Ultimate)

- Design approximately 481 LF of 21" RCP, 332 LF of 27" RCP and 1,056 LF of 48" RCP including new paving and 8 – 10' standard storm inlets and 4-15' standard storm inlets.
- Survey costs are based upon and assumed 525 LF of survey from R.O.W. to R.O.W. plus an additional 10' either side for \$5.20/LF, a Horizontal Control Map for \$1,000, and 1 easement for \$1,150/EA.

Estimated Design Fee: **\$43,870.00**

Fifth Street Drainage Improvements

- Design approximately 287 LF of 21" RCP and 148 LF of 72" RCP including new paving and 9 – 10' standard storm inlets and 2 – 15' standard storm inlets.
- Survey costs are based upon an assumed Additional survey of offsite utilities for \$500 lump sum, a Horizontal Control Map for \$500, and 1 easement for \$1,150/EA.

Estimated Design Fee: **\$13,855.00**

Briarwood Drainage Improvements

- Design approximately 278 LF of 21" RCP and 188 LF of 27" RCP including new paving and 4 – 10' standard storm inlets and 2 – 15' standard storm inlets.

- Survey costs are based upon an assumed Additional survey of offsite utilities for \$500 lump sum, a Horizontal Control Map for \$500, and 1 easement for \$1,150/EA.

Estimated Design Fee: **\$10,445.00**

Ridgewood Drainage Improvements (Option 4)

- Design approximately 938 LF of 21" RCP, 184 LF of 24" RCP, 439 LF of 27" RCP, 636 LF of 36" RCP, and 42 LF of 54" RCP including new paving and 10 – 10' standard storm inlets and 6-15' standard storm inlets.
- Survey costs are based upon and assumed 800 LF of survey from R.O.W. to R.O.W. plus an additional 10' either side for \$5.20/LF, a Horizontal Control Map for \$1,000, and 1 easement for \$1,150/EA.

Estimated Design Fee: **\$43,385.00**

If you have any questions or comments regarding this proposal, please contact Joseph Cotton, P.E. or Peter Lai, P.E. at (972)437-4300.

Respectfully Submitted,



Peter Lai, P.E.
Principal
RJN Group, Inc.

Compensation for Professional Services

West Pressure Plane Improvements 24" Pipeline - Phase 1B - Section I - Dairy (Ultimate) City of Garland, Texas

Engineering Design, Bid Solicitation & Construction Phase Services

	225	145	100	85	65		
	Estimated Manhours					Direct Cost	Total Cost
	PD	PM	CE	CT	CL/OT		
1. Preliminary Engineering							
a. Site visits to Verify Preliminary Design		4	6				\$ 1,180.00
b. Coordination with Surveyor		4	4	4			\$ 1,320.00
c. Prepare Preliminary Stormwater Design Plan Sheets		16	32	48			\$ 9,600.00
d. Prepare Preliminary Traffic Control Plan	2	6	8	8			\$ 2,800.00
e. QA/QC	4	8	8				\$ 2,860.00
f. Project Control	2	4	6		4		\$ 1,890.00
g. Design, Plan Review & Project Status Meetings	2	8	8		6		\$ 2,800.00
Subtotal Preliminary Engineering	10	50	72	60	10		\$ 22,450.00
2. Final Engineering							
a. Prep Final Stormwater Plans & Address City Comments		8	20	32			\$ 5,880.00
b. Prepare Final Traffic Control Plan		2	4	4			\$ 1,030.00
c. Prepare Engineer's Opinion of Probable Cost		4	12				\$ 1,780.00
d. Final Documents QA/QC	4	4	4	6			\$ 2,390.00
e. Design & Plan Review Meetings With City Staff	2	8	8		6		\$ 2,800.00
Subtotal Final Engineering	6	26	48	42	6		\$ 13,880.00
3. Construction Phase Services							
a. Prepare Reproducible As-Built Drawings		4	4	8			\$ 1,660.00
Subtotal Construction Phase Services	0	4	4	8	0		\$ 1,660.00
Subtotal, Direct Labor	16	80	124	110	16		\$ 37,990.00
4. Special Services							
a. Topographic Survey (525 LF @ \$5.20/LF)						\$ 2,730.00	\$ 2,730.00
b. Easement Preparation (1 @ \$1,150 EA)						\$ 1,150.00	\$ 1,150.00
c. Horizontal Control Map						\$ 1,000.00	\$ 1,000.00
Subtotal Special Services							\$ 4,880.00
5. Reimbursable Expenses							
a. Misc., Shipping, Postage, Gas & Supplies						\$ 1,000.00	\$ 1,000.00
Subtotal Reimbursable Expenses						\$ 1,000.00	\$ 1,000.00
Subtotal Direct Expenses						\$ 1,000.00	\$ 5,880.00
Total						\$ 3,730.00	\$ 43,870.00

Construction Cost Estimate

WEST PRESSURE PLANE IMPROVEMENTS 24" PIPELINE - PHASE 1B - SECTION I				RJN Group, Inc. Engineers Estimate	
PROPOSED DAIRY DRAINAGE IMPROVEMENTS (ULTIMATE DESIGN)					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Amount
Storm					
800.2100	STORM SEWER 21" RCP CLASS III FURNISH & INSTALL	481	LF	\$ 90.00	\$ 43,290.00
800.2700	STORM SEWER 27" RCP CLASS III FURNISH & INSTALL	332	LF	\$ 120.00	\$ 39,840.00
800.4800	STORM SEWER 48" RCP CLASS III FURNISH & INSTALL	1,056	LF	\$ 225.00	\$ 237,600.00
810.1000	CURB INLET 10' STANDARD 3000 PSI CONSTRUCT	8	EA	\$ 2,500.00	\$ 20,000.00
810.1500	CURB INLET 15' STANDARD 3000 PSI CONSTRUCT	4	EA	\$ 3,500.00	\$ 14,000.00
825.0000	COLLARS CONCRETE FURNISH AND INSTALL	3	EA	\$ 500.00	\$ 1,500.00
896.0000	TRENCH SAFETY	1,869	LF	\$ 1.00	\$ 1,869.00
Paving					
130.0000	CONC. PAVING SAW REMOVE & DISPOSE	2,492	SY	\$ 10.00	\$ 24,920.00
131.0000	CONC CURB & GUTTER REMOVE & DISPOSE	170	LF	\$ 2.00	\$ 340.00
201.0000	HYDRATED LIME	17	TN	\$ 160.00	\$ 2,734.08
202.3000	SUBGRADE CEMENT TREATED	34	TN	\$ 100.00	\$ 3,417.60
271.0000	SODDING	60	SY	\$ 5.00	\$ 300.00
311.0400	SIDEWALK 4" CLASS A CONSTRUCT	30	SY	\$ 30.00	\$ 900.00
320.0000	ALLEY PAVING CLASS C CONSTRUCT	85	SY	\$ 40.00	\$ 3,400.00
331.0500	DRIVEWAY PAVEMENT 5" CLASS "C" CONSTRUCT		SY	\$ 40.00	\$ -
342.0500	STREET PAVING 5" CLASS C CONSTRUCT	2,492	SY	\$ 40.00	\$ 99,680.00
349.0000	LONGITUDINAL BUTT JOINT	3,758	LF	\$ 3.00	\$ 11,274.00
364.1800	CURB 18" INTEGRAL CLASS A CONSTRUCT	220	LF	\$ 25.00	\$ 5,500.00
Miscellaneous					
895.0000	STORM WATER PREVENTION	1	LS	\$ 10,000.00	\$ 10,000.00
1900.0000	SIGN & BARRICADE	1	LS	\$ 10,000.00	\$ 10,000.00
2100.0000	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
10% Contingency				SUB-TOTAL	\$ 540,564.68
					\$ 54,056.47
				TOTAL	\$ 594,621.15

Compensation for Professional Services

**West Pressure Plane Improvements 24" Pipeline - Phase 1B - Section I - Fifth
City of Garland, Texas**

Engineering Design, Bid Solicitation & Construction Phase Services

	225	145	100	85	65		
	Estimated Manhours					Direct Cost	Total Cost
	PD	PM	CE	CT	CL/OT		
1. Preliminary Engineering							
a. Site visits to Verify Preliminary Design		2	2				\$ 490.00
b. Coordination with Surveyor		2	2	2			\$ 660.00
c. Prepare Preliminary Stormwater Design Plan Sheets		4	6	16			\$ 2,540.00
d. Prepare Preliminary Traffic Control Plan	1	1	2	2			\$ 740.00
e. QA/QC	1	2	2				\$ 715.00
f. Project Control	1	2	2		2		\$ 845.00
g. Design, Plan Review & Project Status Meetings	1	2	2		2		\$ 845.00
Subtotal Preliminary Engineering	4	15	18	20	4		\$ 6,835.00
2. Final Engineering							
a. Prep Final Stormwater Plans & Address City Comments		2	4	8			\$ 1,370.00
b. Prepare Final Traffic Control Plan		1	2	2			\$ 515.00
c. Prepare Engineer's Opinion of Probable Cost		1	2				\$ 345.00
d. Final Documents QA/QC	1	2	2				\$ 715.00
e. Design & Plan Review Meetings With City Staff	1	2	2		2		\$ 845.00
Subtotal Final Engineering	2	8	12	10	2		\$ 3,790.00
3. Construction Phase Services							
a. Prepare Reproducible As-Built Drawings		2	2	4			\$ 830.00
Subtotal Construction Phase Services	0	2	2	4	0		\$ 830.00
Subtotal, Direct Labor	6	25	32	34	6		\$ 11,455.00
4. Special Services							
a. Topographic Survey (Additional Offsite Survey of Utilities)						\$ 500.00	\$ 500.00
b. Easement Preparation (1 @ \$1,150 EA)						\$ 1,150.00	\$ 1,150.00
c. Horizontal Control Map						\$ 500.00	\$ 500.00
Subtotal Special Services							\$ 2,150.00
5. Reimbursable Expenses							
a. Misc., Shipping, Postage, Gas & Supplies						\$ 250.00	\$ 250.00
Subtotal Reimbursable Expenses						\$ 250.00	\$ 250.00
Subtotal Direct Expenses						\$ 250.00	\$ 2,400.00
Total						\$ 750.00	\$ 13,855.00

Construction Cost Estimate

WEST PRESSURE PLANE IMPROVEMENTS 24" PIPELINE - PHASE 1B - SECTION I				RJN Group, Inc. Engineers Estimate	
PROPOSED FIFTH STREET DRAINAGE IMPROVEMENTS					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Amount
Storm					
800.2100	STORM SEWER 21" RCP CLASS III FURNISH & INSTALL	287	LF	\$ 90.00	\$ 25,830.00
800.7200	STORM SEWER 72" RCP CLASS III FURNISH & INSTALL	148	LF	\$ 300.00	\$ 44,400.00
810.1000	CURB INLET 10' STANDARD 3000 PSI CONSTRUCT	9	EA	\$ 2,500.00	\$ 22,500.00
810.1500	CURB INLET 15' STANDARD 3000 PSI CONSTRUCT	2	EA	\$ 3,500.00	\$ 7,000.00
825.0000	COLLARS CONCRETE FURNISH AND INSTALL	2	EA	\$ 500.00	\$ 1,000.00
896.0000	TRENCH SAFETY	435	LF	\$ 1.00	\$ 435.00
Paving					
130.0000	CONC. PAVING SAW REMOVE & DISPOSE	30	SY	\$ 10.00	\$ 300.00
131.0000	CONC CURB & GUTTER REMOVE & DISPOSE	77	LF	\$ 2.00	\$ 154.00
201.0000	HYDRATED LIME	1	TN	\$ 160.00	\$ 160.00
202.3000	SUBGRADE CEMENT TREATED	1	TN	\$ 100.00	\$ 100.00
271.0000	SODDING	400	SY	\$ 5.00	\$ 2,000.00
311.0400	SIDEWALK 4" CLASS A CONSTRUCT	110	SY	\$ 30.00	\$ 3,300.00
342.0500	STREET PAVING 5" CLASS C CONSTRUCT	30	SY	\$ 40.00	\$ 1,200.00
349.0000	LONGITUDINAL BUTT JOINT	66	LF	\$ 3.00	\$ 198.00
364.1800	CURB 18" INTEGRAL CLASS A CONSTRUCT	20	LF	\$ 25.00	\$ 500.00
Miscellaneous					
1900.0000	SIGN & BARRICADE	1	LS	\$ 5,000.00	\$ 5,000.00
2100.0000	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
10% Contingency				SUB-TOTAL	\$ 119,077.00
					\$ 11,907.70
				TOTAL	\$ 130,984.70

Compensation for Professional Services

**West Pressure Plane Improvements 24" Pipeline - Phase 1B - Section I - Briarwood
City of Garland, Texas**

Engineering Design, Bid Solicitation & Construction Phase Services

	225	145	100	85	65		
	Estimated Manhours					Direct Cost	Total Cost
	PD	PM	CE	CT	CL/OT		
1. Preliminary Engineering							
a. Site visits to Verify Preliminary Design		1	1				\$ 245.00
b. Coordination with Surveyor		1	1	1			\$ 330.00
c. Prepare Preliminary Stormwater Design Plan Sheets		2	3	12			\$ 1,610.00
d. Prepare Preliminary Traffic Control Plan	1	1	1	2			\$ 640.00
e. QA/QC	1	1	1				\$ 470.00
f. Project Control	1	1	1		1		\$ 535.00
g. Design, Plan Review & Project Status Meetings	1	1	1		1		\$ 535.00
Subtotal Preliminary Engineering	4	8	9	15	2		\$ 4,365.00
2. Final Engineering							
a. Prep Final Stormwater Plans & Address City Comments		2	3	8			\$ 1,270.00
b. Prepare Final Traffic Control Plan		1	1	1			\$ 330.00
c. Prepare Engineer's Opinion of Probable Cost		1	1				\$ 245.00
d. Final Documents QA/QC	1	1	1				\$ 470.00
e. Design & Plan Review Meetings With City Staff	1	1	1		1		\$ 535.00
Subtotal Final Engineering	2	6	7	9	1		\$ 2,850.00
3. Construction Phase Services							
a. Prepare Reproducible As-Built Drawings		2	2	4			\$ 830.00
Subtotal Construction Phase Services	0	2	2	4	0		\$ 830.00
Subtotal, Direct Labor	6	16	18	28	3		\$ 8,045.00
4. Special Services							
a. Topographic Survey (Additional Offsite Survey of Utilities)						\$ 500.00	\$ 500.00
b. Easement Preparation (1 @ \$1,150 EA)						\$ 1,150.00	\$ 1,150.00
c. Horizontal Control Map						\$ 500.00	\$ 500.00
Subtotal Special Services							\$ 2,150.00
5. Reimbursable Expenses							
a. Misc., Shipping, Postage, Gas & Supplies						\$ 250.00	\$ 250.00
Subtotal Reimbursable Expenses						\$ 250.00	\$ 250.00
Subtotal Direct Expenses						\$ 250.00	\$ 2,400.00
Total						\$ 750.00	\$ 10,445.00

Construction Cost Estimate

WEST PRESSURE PLANE IMPROVEMENTS 24" PIPELINE - PHASE 1B - SECTION I					
PROPOSED BRIARWOOD DRAINAGE IMPROVEMENTS				RJN Group, Inc. Engineers Estimate	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Amount
Storm					
800.2100	STORM SEWER 21" RCP CLASS III FURNISH & INSTALL	278	LF	\$ 90.00	\$ 25,020.00
800.2700	STORM SEWER 27" RCP CLASS III FURNISH & INSTALL	188	LF	\$ 120.00	\$ 22,560.00
810.1000	CURB INLET 10' STANDARD 3000 PSI CONSTRUCT	4	EA	\$ 2,500.00	\$ 10,000.00
810.1500	CURB INLET 15' STANDARD 3000 PSI CONSTRUCT	2	EA	\$ 3,500.00	\$ 7,000.00
825.0000	COLLARS CONCRETE FURNISH AND INSTALL	1	EA	\$ 500.00	\$ 500.00
896.0000	TRENCH SAFETY	466	LF	\$ 1.00	\$ 466.00
Paving					
130.0000	CONC. PAVING SAW REMOVE & DISPOSE	80	SY	\$ 10.00	\$ 800.00
131.0000	CONC CURB & GUTTER REMOVE & DISPOSE	100	LF	\$ 2.00	\$ 200.00
201.0000	HYDRATED LIME	1	TN	\$ 160.00	\$ 160.00
202.3000	SUBGRADE CEMENT TREATED	2	TN	\$ 100.00	\$ 200.00
271.0000	SODDING	20	SY	\$ 5.00	\$ 100.00
311.0400	SIDEWALK 4" CLASS A CONSTRUCT	18	SY	\$ 30.00	\$ 540.00
342.0500	STREET PAVING 5" CLASS C CONSTRUCT	80	SY	\$ 40.00	\$ 3,200.00
349.0000	LONGITUDINAL BUTT JOINT	908	LF	\$ 3.00	\$ 2,724.00
364.1800	CURB 18" INTEGRAL CLASS A CONSTRUCT	40	LF	\$ 25.00	\$ 1,000.00
Miscellaneous					\$ -
1900.0000	SIGN & BARRICADE	1	LS	\$ 5,000.00	\$ 5,000.00
2100.0000	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
				SUB-TOTAL	\$ 84,470.00
				10% Contingency	\$ 8,447.00
				TOTAL	\$ 92,917.00

Compensation for Professional Services

West Pressure Plane Improvements 24" Pipeline - Phase 1B - Section I - Ridgewood (Option 4) City of Garland, Texas

Engineering Design, Bid Solicitation & Construction Phase Services

	225	145	100	85	65		
	Estimated Manhours					Direct Cost	Total Cost
	PD	PM	CE	CT	CL/OT		
1. Preliminary Engineering							
a. Site visits to Verify Preliminary Design		4	6				\$ 1,180.00
b. Coordination with Surveyor		2	2	4			\$ 830.00
c. Prepare Preliminary Stormwater Design Plan Sheets		12	32	48			\$ 9,020.00
d. Prepare Preliminary Traffic Control Plan	2	6	8	8			\$ 2,800.00
e. QA/QC	2	8	8				\$ 2,410.00
f. Project Control	1	2	4		2		\$ 1,045.00
g. Design, Plan Review & Project Status Meetings	2	8	8		6		\$ 2,800.00
Subtotal Preliminary Engineering	7	42	68	60	8		\$ 20,085.00
2. Final Engineering							
a. Prep Final Stormwater Plans & Address City Comments		8	24	40			\$ 6,960.00
b. Prepare Final Traffic Control Plan		2	4	4			\$ 1,030.00
c. Prepare Engineer's Opinion of Probable Cost		2	4				\$ 690.00
d. Final Documents QA/QC	2	4	8	12			\$ 2,850.00
e. Design & Plan Review Meetings With City Staff	2	8	8		6		\$ 2,800.00
Subtotal Final Engineering	4	24	48	56	6		\$ 14,330.00
3. Construction Phase Services							
a. Prepare Reproducible As-Built Drawings		4	4	8			\$ 1,660.00
Subtotal Construction Phase Services	0	4	4	8	0		\$ 1,660.00
Subtotal, Direct Labor	11	70	120	124	14		\$ 36,075.00
4. Special Services							
a. Topographic Survey (800 LF @ \$5.20/LF)						\$ 4,160.00	\$ 4,160.00
b. Easement Preparation (1 @ \$1,150 EA)						\$ 1,150.00	\$ 1,150.00
c. Horizontal Control Map						\$ 1,000.00	\$ 1,000.00
Subtotal Special Services							\$ 6,310.00
5. Reimbursable Expenses							
a. Misc., Shipping, Postage, Gas & Supplies						\$ 1,000.00	\$ 1,000.00
Subtotal Reimbursable Expenses						\$ 1,000.00	\$ 1,000.00
Subtotal Direct Expenses						\$ 1,000.00	\$ 7,310.00
Total						\$ 5,160.00	\$ 43,385.00

Construction Cost Estimate

WEST PRESSURE PLANE IMPROVEMENTS 24" PIPELINE - PHASE 1B - SECTION I				R/JN Group, Inc. Engineers Estimate	
PROPOSED RIDGEWOOD DRAINAGE IMPROVEMENTS (OPTION 4)					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Amount
Storm					
800.2100	STORM SEWER 21" RCP CLASS III FURNISH & INSTALL	938	LF	\$ 90.00	\$ 84,420.00
800.2400	STORM SEWER 24" RCP CLASS III FURNISH & INSTALL	184	LF	\$ 120.00	\$ 22,080.00
800.2700	STORM SEWER 27" RCP CLASS III FURNISH & INSTALL	439	LF	\$ 135.00	\$ 59,265.00
800.3600	STORM SEWER 36" RCP CLASS III FURNISH & INSTALL	636	LF	\$ 180.00	\$ 114,480.00
800.5400	STORM SEWER 54" RCP CLASS III FURNISH & INSTALL	42	LF	\$ 255.00	\$ 10,710.00
810.1000	CURB INLET 10' STANDARD 3000 PSI CONSTRUCT	10	EA	\$ 2,500.00	\$ 25,000.00
810.1500	CURB INLET 15' STANDARD 3000 PSI CONSTRUCT	6	EA	\$ 3,500.00	\$ 21,000.00
825.0000	COLLARS CONCRETE FURNISH AND INSTALL	5	EA	\$ 500.00	\$ 2,500.00
896.0000	TRENCH SAFETY	2,197	LF	\$ 1.00	\$ 2,197.00
Paving					
130.0000	CONC. PAVING SAW REMOVE & DISPOSE	1,419	SY	\$ 10.00	\$ 14,190.00
131.0000	CONC CURB & GUTTER REMOVE & DISPOSE	140	LF	\$ 2.00	\$ 280.00
138.0400	SIDEWALK 4' SAW REMOVE & DISPOSE	60	LF	\$ 5.00	\$ 300.00
201.0000	HYDRATED LIME	13	TN	\$ 160.00	\$ 2,080.00
202.3000	SUBGRADE CEMENT TREATED	26	TN	\$ 100.00	\$ 2,600.00
271.0000	SODDING	91	SY	\$ 5.00	\$ 455.00
311.0400	SIDEWALK 4" CLASS A CONSTRUCT	28	SY	\$ 30.00	\$ 840.00
320.0000	ALLEY PAVING CLASS C CONSTRUCT	67	SY	\$ 40.00	\$ 2,680.00
342.0500	STREET PAVING 5" CLASS C CONSTRUCT	1,352	SY	\$ 40.00	\$ 54,080.00
349.0000	LONGITUDINAL BUTT JOINT	1,036	LF	\$ 3.00	\$ 3,108.00
364.1800	CURB 18" INTEGRAL CLASS A CONSTRUCT	30	LF	\$ 25.00	\$ 750.00
Miscellaneous					
895.0000	STORM WATER PREVENTION	1	LS	\$ 10,000.00	\$ 10,000.00
1900.0000	SIGN & BARRICADE	1	LS	\$ 10,000.00	\$ 10,000.00
2100.0000	MOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00
	Cost Per Line Segment				\$ 493,015.00
				SUB-TOTAL	\$ 493,015.00
				10% Contingency	\$ 49,301.50
				TOTAL	\$ 542,316.50

Schedule of Work

West Pressure Plane Improvements 24" Pipeline - Phase 1B - Section I - All Sections of Drainage City of Garland, Texas

ID	TASK NAME	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13
1	Design Survey	■ (4 wks)										
2	Draft Plans and Specifications - 70%		■ (8 wks)									
3	City Review				■ (2 wk)							
4	Draft Plans and Specifications - 90%					■ (3 wks)						
5	City Review					■ (2 wk)						
6	Utility Coordination (City)					■ (4 wks)						
7	Final Plans and Specifications						■ (2 wks)					
8	Bid Solicitation							■ (6 wks)				
9	Award Contract Begin Construction								■			

ENGINEERING SERVICES CONTRACT

This Engineering Services Contract ("Contract") is made and entered by and between the City of Garland, Texas (the "City") and RJN Group. (the "Engineer")

Section 1. Scope of Project.

Provide design services for drainage improvements to four separate drainage areas along the alignment of a proposed 24" water transmission line. The four sections include Dairy Road, Briarwood Drive, Fifth Street and Ridgewood Drive. The limits and scope of design for each section are more particularly defined in Appendix A.

Estimated Design Fee: \$ 131,565.00

Section 2. Description of Services.

(A) Preliminary Phase:

For the Preliminary Phase of the Project, Engineer shall:

- (1) Arrange and attend preliminary conferences with interested parties regarding the project including, but not limited to, the various utility services of the City, including but not limited to Atmos Energy, ONCOR Electric, AT&T, Verizon, Garland Power and Light, North Texas Municipal Water District, Time Warner, and GISD as necessary to complete the preliminary design.
- (2) Review previously prepared construction plans, land records, or other pertinent documents on file in the Engineering Department of the City and other appropriate agencies.
- (3) Prepare a project layout sheet showing preliminary alignment, City utility, franchise utility and drainage structure locations, property lines and owners and submit in City approved micro station format as well as a hard copy.

(B) Surveying Phase for Design and Construction:

In preparing and executing surveys for the design and construction of the project, the Engineer shall:

- (1) Establish permanent monumentation for horizontal and vertical project control. The project shall be tied to the North Central Zone (4202) Texas Coordinate System of 1983, (NAD83 96, EPOCH 2002.000), using City established control monuments. NAVD88 datum shall be utilized for vertical control using National Geodetic Survey/Continuously Operating Reference Station (NGS/CORS) monuments or City of Garland geodetic monuments as specified and directed by the City Surveyor. At the discretion of the City Surveyor, static GPS control may be approved.
 - A) Locate right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 3 inches in diameter and larger, edges of pavements and all other visible surface features with respect to the project control baseline. Existing utility structures shall be located and

referenced by utility name (e.g. ONCOR Electric, TXU Gas, Verizon, Etc.)

B) Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.

- (2) Research City, County, State, or other documents as necessary, and establish the location of existing boundary lines and easements for the project. Furnish copies of all real estates documents to the City.
- (3) In cooperation with the City and other franchised utilities, determine the locations and elevations of existing underground utilities. In particular, locations of major underground franchise facilities shall be shown in all profiles.
- (4) Incorporate aerial, topographic, and planimetric survey data provided by the City.

(C) Design Phase:

For the design phase of the project, Engineer shall:

- (2) Prepare detailed specifications and contract drawings for the project. This may include, but shall not be limited to, separate sheets for the following:

Title Sheet with Index and Project Location

Typical Sections

Prepare Control/Geometric Layout indicating monuments found and set, the relationship of the project baseline or centerline to the monuments, and the benchmarks used and/or set.

Bid Item Quantities listed by sheet number and project total

Storm Water Pollution Prevention or Erosion Control Plans

Drainage Area Map

Run-off Computations

Inlet and Storm Sewer Computations

Storm Sewer Plan & Profile

Culvert Layouts (Plan & Profile)

Storm Lateral Profiles

Drainage Details

Channel Cross-Sections

Horizontal and vertical utility locations

All Construction Details

All final contract drawings shall be submitted on 22" x 34" ('D' size) bond **and** in City approved Microstation format. Prior to the start of design, the City should approve the format. The Engineer shall correlate pay items on drawings with City of Garland Standard pay items in the contract proposal.

- (3) During development of specifications the Engineer shall place primary reliance on the Standard Specifications for Public Works Construction -North Central Texas - issued by the North Central Texas Council of Governments, and the City's "Public Works Design Guidelines". During development of contract drawings, the Engineer shall place primary reliance on City approved standard drawings and bid

items, (copies of which are available at the Engineering Department, the Texas Manual on Uniform Traffic Control Devices, and the Storm Water Quality Best Management Practices for Construction Activities as supplied by the North Central Texas Council of Governments). The Engineer shall develop the specifications and contract drawings in accordance with all Federal, State, or City specifications or regulations.

- (4) Prepare all necessary property descriptions and 8 1/2 X 11-inch exhibits for needed additional right-of-way and easements. All descriptions and exhibits must conform to the minimum technical standards of the TBPLS and the requirements of the City Surveyor. Right-of-way and easements shall be delineated on and cross-referenced to the appropriate plans and profile sheets. The plan and profile sheets shall clearly indicate all private property that is in conflict with the proposed construction. Two (2) copies of each document sealed by a Texas Registered Professional Land Surveyor shall be submitted. For this project, the number of right-of-way or easement parcels to be compensated for under Basic Services, Section 5(A), shall not exceed one. Parcel descriptions beyond this number will be compensated at a rate of \$1150 per parcel.
- (5) Submit one pdf set of preliminary plans to the City.
- (6) Prepare and include in plans detailed construction signing and barricade plans for traffic control and safety (if needed). Primary reliance shall be placed in the Texas Manual for Uniform Traffic Control Devices. Provisions for construction phasing shall be included.
- (7) Prepare and Include Storm Water Pollution Prevention Plan (SWPPP) in accordance with the "Storm Water Quality Best Management Practices for Construction Activities" Manual as distributed by the North Central Texas Council of Governments.
- (8) Include appropriate provisions for trench safety as determined by a soil investigation report prepared by separate geotechnical engineers.
- (9) Revise and resubmit copies as needed upon review and comment by the City.
- (10) Prepare a detailed Opinion of Probable Cost.
- (11) Prepare and furnish to the City a bond copy and pdf of approved plans signed and sealed by a professional engineer licensed to practice in the State of Texas.
- (12) Provide computer disks of the completed project files in approved Microstation format to the City.
- (13) ***Submit all necessary documentation for review/approval required by any federal and/or state agency and obtain any permits that may be required. Federal and state agencies may include but not be limited to Texas Department of Licensing and Regulation, Texas Department of Transportation, Federal Emergency Management Agency, Texas State Historical Society, Environmental Protection Agency, Texas Commission for Environmental Quality, etc...Obtain approval under any federal or state general permits that may apply.***

(D) Construction Phase:

For the construction phase of the project, Engineer shall:

- (6) Prepare Record Drawings based upon mark-ups and information provided by the City Inspector. Submit the Record Drawings with the as-built changes noted and the date and signature of the Engineer in PDF format to the City Inspector. The page size shall be 22" x 34" with a minimum resolution of 300 dpi. The PDF's must be free from objectionable background, rotated properly and stored in a separate folder on the CD/DVD. The submittal shall also include the record drawings in a Microstation format

Section 3. Time of Completion.

The prompt completion of this project is critical to the progress of the City of Garland Capital Improvements Program. Unnecessary delays to the project shall be grounds for dismissal of the Engineer and termination of this Contract without any or further liability to the City other than a prorated payment for necessary, timely and conforming work done on the project prior to the time of termination. Engineer proposes to complete the Preliminary Phase, Surveying and Design Phases for the entire project within 165 calendar days. Exhibit "A" is a Bar Graph Schedule showing a breakdown of the major tasks and associated time frames for completion. Upon receiving the notice to proceed, the engineer will submit a new Bar Graph Schedule and submittal dates shown. Upon request by the City, the engineer will prepare a revised schedule.

Section 4. Professional Liability Insurance.

Prior to the commencement of the design phase under this Contract, Engineer shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$500,000.00 aggregate per year, covering the services provided under this Contract, including contractual liability as provided by Section 9 of this Contract. Engineer shall maintain such coverage during all phases of engineering services under this Contract and for one (1) year after substantial completion of the project. The City shall be supplied with a certificate of such coverage, which shall provide for a thirty- (30) day notice to the City, by certified or registered mail, of cancellation, non-renewal, or material alteration.

Section 5. Compensation.

(A) Basic Services:

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

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

Base Fee:	\$109,065.00
Reimbursables:	\$ 2,500.00
Unforeseen Items:	\$ 20,000.00
Total Fee:	\$131,565.00

The fee amount identified as Unforeseen Items shall be used at the discretion of the City to pay the Engineer for unforeseen Special Services (Section 5(B)) or Additional Work (Section 6(B)) necessary for the proper design of the construction documents in accordance with the intent of this contract. No portion of this item shall be paid to the Engineer, nor shall the Engineer perform extra work, without written authorization from the City. The City shall retain all Unforeseen Items funds not authorized during the design of the project.

Compensation shall be paid as follows:

1. Upon acceptance of Preliminary and Surveying Phases, 35% of the total compensation, less unforeseen item cost.
2. Upon acceptance of Preliminary Plans, 50% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 85%).
3. Upon acceptance of Final Plans, 10% of total compensation, less unforeseen item cost. (Cumulative compensation equal to 95%).
4. The City shall retain the final 5% of total compensation, less unforeseen item cost, until completion of the final inspection of the Construction Phase of this contract

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

(B) Special Services:

The Engineer's compensation for "special services" shall be based on the "Engineer's Established Hourly Rates" a copy of which is attached hereto as Exhibit "B". Statements for special services may only be submitted on a monthly basis. The Engineer shall advise the City in advance when the Engineer contends that a particular service falls into the "special services" category. No service shall be compensated as a special service unless and until approved by the City. As used in this Contract, the term "special services" means:

1. Additional land surveys to establish project boundaries that require the surveyor to access properties beyond those adjacent to the project.
2. Preparation of any special reports required for marketing of bonds.
3. Appearances before regulatory agencies other than the City.
4. Assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the Project.
5. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies, appraisals, valuations, and material audits or

inventories required for certification of force account construction performed by the Owner.

6. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.
7. Detailed mill, shop and laboratory inspection of materials or equipment.
8. Preparation of estimates and Engineer's rolls necessary for assessments.
9. Additional copies of reports and specifications (over agreed number) and additional blueprint copies of drawings (over agreed number).
10. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
11. Preparation of environmental statements and assistance to the City in preparing for and attending public hearings.
12. As a result of the creation of new right-of-way, the surveyor shall establish and monument right-of-way geometry and new property corners for adjoining parcels upon completion of project. New monumentation shall conform to the minimum technical standards of the Texas Board of Professional Land Surveying, or as specified by the City. A Registered Professional Land Surveyor must certify the following on the face of the project "As-Built" Right-Of-Way Map:

A survey has been completed for the additional right-of-way shown on the accompanying map; and as of [insert completion date of survey here], all monuments found or placed defining the right-of-way geometry or right-of-way parcels have been field verified as to their existence and location as originally found or have been reset (if unstable/disturbed or destroyed) in accordance with the minimum technical standards of the Texas Board of Professional Land Surveying.

13. On projects where no new right-of-way is acquired, upon completion of the project the surveyor shall, verify existence of, or reset, found right-of-way monumentation and property corners for adjoining parcels. New monumentation shall conform to the minimum technical standards of the TBPLS and City specifications. A Registered Professional Land Surveyor must certify the following on the face of the project "As-Built" Right-Of-Way Map:

A retracement survey has been completed of the right-of-way shown on the accompanying map; and as of [insert completion date of survey here], all monuments found or placed defining the right-of-way geometry or existing adjoining parcels have been field verified as to their existence and location as originally found or have been reset (if unstable/disturbed or destroyed) in accordance with the minimum technical standards of the Texas Board of Professional Land Surveying.

14. Acquisition of individual federal or state permits that may be required. (Note: This does not apply to federal or state general permits.)

15 Easements or parcel descriptions in addition to those specified in Section 2(C)(6).

(C) Records of Expenses:

Engineer shall maintain reasonably detailed records of all work done on behalf of the City under this Contract and of all expenses incurred for which Engineer seeks payment or reimbursement and shall promptly provides such records to the City upon request.

Section 6. Changes to the Project and Additional Compensation.

(A) Changes to Work:

The Engineer shall make such revisions in the work included in this Contract, which has been completed as are necessary to correct any errors when required to do so by the City. No additional compensation shall be paid for such work. If the City finds it necessary to request changes to previously satisfactorily completed work or parts thereof, the Engineer shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) Additional Work:

Work not within the description of the "Scope of Services" to be provided by the Engineer under this Contract and not otherwise constituting special services must be approved by supplemental agreement to this Contract by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work on the same basis as covered under "Compensation" and as provided under a supplemental agreement. The fixed fee shall be adjusted if additional work is approved by supplemental agreement and performed by the Engineer.

Section 7. Miscellaneous Provisions.

(A) Subletting:

The Engineer shall not sublet or transfer any portion of the work under this Contract unless specifically approved in writing by the City. Subcontractors shall comply with all provisions of this Contract. The approval or acquiescence of the City in the subletting of any work under this Contract shall not relieve the Engineer of any responsibility for work done under this Contract.

(B) Ownership of Documents:

Upon completion or termination of this Contract, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All sketches, charts, calculations, plans, specifications and other data prepared under this Contract shall be made available, upon request, to the City without restriction or limitation on the further use of such materials. The Engineer may, at the expense of the Engineer, have copies made of the documents or any other data furnished to the City under this Contract.

(C) Engineer's Seal; Warranty:

The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. Engineer warrants that all work and services provided under this Contract will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession.

(D) Compliance with Laws:

The Engineer shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies in any matter affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of compliance.

(E) Status of Engineer:

Engineer acknowledges that Engineer is an independent contractor of the City and that Engineer is not an employee, agent, official or representative of the City. Engineer shall not represent, either expressly or through implication, that Engineer is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer.

(F) Non-Collusion:

Engineer represents and warrants that Engineer has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Contract. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City under this Contract) for any of the services performed by Engineer under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under this Contract.

(G) Right To Audit:

The City shall have the right to examine and audit the books and records of the Contractor at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: 1) the substantiation and accuracy of any payment required to be made under this agreement; and 2) compliance with the provisions of this agreement.

Section 8. Termination of Contract. This Contract may be terminated:

1. By mutual agreement and consent of both Engineer and City.
2. By the City, immediately upon notice in writing to the Engineer, as consequence of the failure of Engineer to perform the services contemplated by this Contract in a

timely or satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Engineer.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth in the "Scope of Services".
4. By the City, for reasons of its own and not subject to the mutual consent of the Engineer, upon not less than thirty- (30) days written notice to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

Should the City terminate this Contract, the Engineer shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination. In determining the value of the work performed by the Engineer prior to termination, the City shall be the sole judge. Payment for work at termination will be based on work satisfactorily completed at the time of termination.

If the Engineer defaults in performance of this Contract or if the City terminates this Contract for fault on the part of the Engineer, the City will give consideration to the actual costs incurred by the Engineer in performing work to date of default, the value of the work which is usable to the City, the cost to the City of employing another engineer to complete the work required and the time required to do so, and other factors which affect the value to the City of the work performed at time of default.

If the termination of this Contract is due to the failure of the Engineer to fulfill a contract obligation, the City may take over the project and prosecute the work to completion by contract or otherwise. In such case, the Engineer shall be liable to the City for any additional cost incurred by the City in completing such work.

Section 9. Indemnification

Engineer agrees to indemnify, hold harmless, and defend the City of Garland, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from, or in any manner relating to the services or goods performed or provided by Engineer to the fullest extent BUT ONLY TO THE EXTENT allowed under Sec. 271.904(a) of the Texas Government Code.

Section 10. Notices

Any notice required or desired to be given from one party to the other party to this Contract shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United

States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment

Neither party shall have the right to assign that party's interest in this Contract without the prior written consent of the other party.

Section 12. Severability

If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver

Either City or the Engineer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Contract shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue

This Contract and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas.

Section 15. Paragraph Headings; Construction

The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Contract and this Contract shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect

Except as limited herein, the terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender

Within this Contract, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits

All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement

It is understood and agreed that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally.

Section 21. Relationship of Parties

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Contract nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

Section 22. Dispute Resolution.

Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the City within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not reasonably resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the City whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

EXECUTED on the dates indicated below but deemed to be effective as of the _____ day of December, 2012.

CITY:

By: _____
Name: Martin Glenn
Title: Deputy City Manager
Date: _____

ENGINEER:

By: _____
Name: _____
Title: _____
Date: _____

ADDRESS FOR NOTICE:

CITY:

City of Garland
Engineering Department
P.O. Box 469002
Garland, Texas 75046-9002
(972) 205-2170

ENGINEER:

RJN Group
3960 Broadway Boulevard, Suite 220 Q
Garland, TX 75043
972-271-1920

APPENDIX “A”

APPENDIX “B”

COMPANY LOGO

INVOICE

Name of Engineer
City of Garland
P.O. Box 469002
Garland, Texas 75046-9002

Invoice No.: ####
Date: Month, Date, and Year
Project No.: ####

Project:

Invoice Summary: From 00/00/0000 to 00/00/0000

BASIC SERVICES:

Base Fee	\$000,000.00
<i>(Excludes Additional Services)</i>	

Total Due This Invoice	\$000,000.00
Total Previous Invoices	\$000,000.00

Total Billed To Date	\$000,000.00
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Less Payments/Credits	(\$000,000.00)
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Amount Due This Invoice	>>>>>>	\$000,000.00
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Unforeseen Items	\$000,000.00
<i>(Must be approved by City)</i>	

Total Due This Invoice	\$000,000.00
Total Previous Invoices	\$000,000.00

Total Billed To Date	\$000,000.00
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Less Payments/Credits	(\$000,000.00)
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Amount Due This Invoice	>>>>>>	\$000,000.00
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SPECIAL SERVICES:	\$000,000.00
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(Must be approved by City)

Total Due This Invoice	\$000,000.00	
Total Previous Invoices	\$000,000.00	
Total Billed To Date	\$000,000.00	
Less Payments/Credits	(\$000,000.00)	
Amount Due This Invoice	>>>>>>	\$000,000.00

ADDITIONAL SERVICES: **\$000,000.00**
(Must be approved by City)

Total Due This Invoice	\$000,000.00	
Total Previous Invoices	\$000,000.00	
Total Billed To Date	\$000,000.00	
Less Payments/Credits	(\$000,000.00)	
Amount Due This Invoice	>>>>>>	\$000,000.00

TOTAL AMOUNT BILLED TO DATE: \$000,000.00

TOTAL PERCENTAGE BILLED TO DATE: ##%
(Less unforeseen items fees)

TOTAL AMOUNT DUE THIS INVOICE: \$000,000.00

PAGE NO: D01		<i>Continuing Project</i>		CITY OF GARLAND - 2012 CAPITAL PROJECT REQUEST					*Amounts in 000's \$		COUNCIL DISTRICT(S) All	
DEPARTMENT DRAINAGE				PROJECT TITLE MISCELLANEOUS FLOODING					PROJECT NO(S). 14230		ACCOUNT NO(S). 625-1409-1423004	
PROJECT DESCRIPTION Provides funds for the design and construction of miscellaneous projects at various locations around the city. The design and improvements will vary with respect to the nature of the problem and the proposed solution.									FUNDING SOURCE(S)			
									2004 Bond Fund \$ 3,000,000			
									Drainage Participation 77,458			
									1984 Bond Fund			
IMPACT ON OPERATING BUDGET				IMPACT EXPLANATION								
<input type="checkbox"/> Will Impact Annual Cost/(Savings): <input checked="" type="checkbox"/> Will Not Impact Personnel # of Positions _____ Operations Capital Total _____												
*PROJECT COSTS		Thru 12-2011	2012	2013	2014	2015	2016	2017 to Completion	Total	STRIP MAP		
Design												
Land/Right-of-Way												
Construction		2,292	210	250	225	100			3,077			
Landscaping												
Equip. & Furnish.												
Other												
TOTAL COSTS		2,292	210	250	225	100			3,077			
*SOURCE OF FUNDS		Thru 12-2011	2012	2013	2014	2015	2016	2017 to Completion	Total			
Current Funds												
GO's/Com Paper Issued		2,225							2,225	PROJECT SCHEDULE	START	FINISH
GO's Unissued			200	250	225	100			775	Design		
Revenue Bonds										Land/Right-of-Way		
Certificates of Obligation										Construction		
Other (Drainage Partic.)		67	10						77	Finish Out		
Unfunded										Other		
TOTAL SOURCES		2,292	210	250	225	100			3,077	TOTAL SCHEDULE	(Ongoing	Project)



City Council Item Summary Sheet

☐ Work Session

☒ Agenda Item

Date: January 8, 2013

Walnut Utility Relocation- Oncor Discretionary Service Agreement

Summary of Request/Problem

Funding for the Walnut Utility Relocation was included in the approved 2012 Capital Improvement Program (CIP) and is proposed in 2013 Capital Improvements Program, CIP. In an effort to reduce the overhead utilities in the downtown redevelopment area, the project includes providing an underground conduit duct bank for Verizon and Oncor along the south side of Walnut between Glenbrook and the KCS ROW.

The project was initiated by the City for aesthetic purposes, thus the attached Discretionary Service Agreement includes funding in the amount of \$114,675.00 for Oncor to provide cable/wires in the new underground conduit system and to remove their existing overhead wires and poles.

Council action is required to authorize the City Manager to execute the contract.

Recommendation/Action Requested and Justification

Authorize the City Manager to execute the proposed contract by Minute Action

Attachments:

Discretionary Service Agreement

2013 Proposed CIP Sheet

Submitted By:

Michael C. Polocek
Director of Engineering

Approved By:

William E. Dollar
City Manager

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Revision: Original

6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this ____ day of December, 2012 by **Oncor Electric Delivery Company LLC ("Company")**, a Delaware limited liability company, and the **City of Garland** ("Customer"), a Municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

This agreement covers the placement of Oncor Electric Delivery facilities underground at the request of the Customer east along Walnut St. from N. Glenbrook Dr. for approximately 1200 ft. Oncor Electric Delivery agrees to remove the existing overhead facilities in this area, and place new underground distribution facilities in a City of Garland installed, and Company inspected, conduit and pull box system located on the south ROW of Walnut, as shown on the attached profile drawings and Oncor construction prints. The charge for this work, will be \$114,675.00. This work will be scheduled for construction after receipt of this signed Agreement.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective when agreement is executed and continues in effect until work is complete and payment is received. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation none, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery Company
Attn: Richard Brewster
1616 Woodall Rodgers Fwy.
Ste. 3M-011
Dallas, TX 75202-1234

Tariff for Retail Delivery Service Oncor Electric Delivery Company

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Revision: Original

(b) If to Customer:

City of Garland
Ms. Donna Manhart
200 N. 5th St.
Garland, TX 75040

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Garland
Ms. Donna Manhart
200 N. 5th St.
Garland, TX 75040

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** – The City of Garland agrees to submit payment in the amount of \$114,675.00 within 30 days of the date the project is completed or the date the invoice is received, whichever is later. The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint Users remove their facilities attached to Oncor Electric Delivery poles. Construction of this project will not begin until this signed document is returned to Oncor Electric Delivery Company LLC at the above referenced address.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Electric Delivery

BY: _____
Richard Brewster

TITLE: Project Manager

DATE: _____

City of Garland

BY: _____

TITLE: _____

DATE: _____



City Council Item Summary Sheet

☐ Work Session

Date: January 8, 2013

☒ Agenda Item

CONVERSION OF A PORTION OF THE TMPA TAX EXEMPT COMMERCIAL PAPER PROGRAM TO FIXED RATE DEBT

Summary of Request/Problem

Texas Municipal Power Agency (TMPA) Board of Directors passed a resolution providing for TMPA Member Cities to replace the generation portion of the TMPA Tax exempt Commercial Paper Program ("2005 CP Program") with a fixed rate debt to lessen TMPA's exposure to interest rate risk and provide capacity for additional transmission investments. The TMPA has determined it must amend the 2005 CP Program or replace the 2005 CP Program with a new commercial paper program ("Series 2013 Commercial Paper Notes") on or prior to the Scheduled Termination Date. The amended 2005 CP Program or the Series 2013 Commercial Paper Notes will have a principal capacity not to exceed \$100,000,000 and a maturity date no later than September 1, 2018.

All the member Cities support the resolution. The City Attorneys and/or Bond Counsel for each Member City have reviewed the resolution and have been given an opportunity to comment on the resolution. Their comments were integrated into the resolution.

The proposal resolution provides for a financially stable government with tax base that supports community needs.

This item was discussed by Council at the December 18, 2012 Work Session.

Recommendation/Action Requested and Justification

Staff recommends Council approve the City Manager, or his representative, execute the TMPA resolution of the conversion of a portion of the TMPA Tax Exempt Commercial Paper Program to fixed rate debt.

Submitted By:

Jeff Janke,
GP&L Managing Director

Approved By:

William E. Dollar,
City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, RELATING TO THE ISSUANCE OF REFUNDING BONDS AND COMMERCIAL PAPER BY THE TEXAS MUNICIPAL POWER AGENCY AND PROVIDING THE APPROVAL OF THE CITY FOR THE ISSUANCE THEREOF SUBJECT TO CERTAIN PARAMETERS AND CONDITIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas Municipal Power Agency (the “Agency”) has heretofore been created and established as a municipal power agency by the cities of Bryan, Denton, Garland, and Greenville, Texas (the “Member Cities”); and

WHEREAS, the Agency has represented to the Member Cities as follows:

- A) the Agency has issued and has outstanding commercial paper notes styled as the “Texas Municipal Power Agency Commercial Paper Notes, Series 2005” (the “Series 2005 Commercial Paper Notes”) under a commercial paper program (the “2005 CP Program”) for which liquidity is provided through a bank credit facility providing a current principal capacity of \$255,000,000 (the “2005 Bank Facility”);
- B) as of November 1, 2012, the Agency had \$213,000,000 of outstanding commercial paper notes under the 2005 CP Program, the proceeds of which were used to fund capital costs of generation and transmission facilities for the Agency (including through the repayment of previously issued commercial paper notes);
- C) the Board of the Agency (the “Board”) has approved new investment in transmission facilities by the Agency in the amount not to exceed \$60,000,000 (the “New Transmission Investment”);
- D) the Agency will require sufficient capacity in its 2005 CP Program or in a replacement commercial paper program (collectively, the “CP Program”) to fund the New Transmission Investment and to fund other lawful purposes of the Agency;
- E) the Agency has determined to refund a portion of the outstanding Series 2005 Commercial Paper, the proceeds of which are allocable to expenditures for generation facilities of the Agency, with fixed rate debt through the issuance of junior subordinate lien revenue refunding bonds that will mature not later than September 1, 2018 (the “Fixed Rate Refunding Bonds”), thereby converting a portion of the outstanding Agency commercial paper to fixed rate debt;
- F) the Agency intends to reduce the capacity of the CP Program to \$100,000,000 following the issuance of the Fixed Rate Refunding Bonds to reflect the conversion of a portion of its commercial paper to fixed rate debt and to have capacity sufficient to cover approximately \$30,000,000 of existing commercial paper and an additional \$70,000,000 for its purposes described in (D) above;
- G) in accordance with its terms, the 2005 Bank Facility will terminate not later than April 26, 2013 (the “Scheduled Termination Date”);

H) the Agency has determined to amend the 2005 CP Program or to replace the 2005 CP Program with a new commercial paper program on or prior to the Scheduled Termination Date, and following such action the principal capacity of the CP Program will be \$100,000,000 and the CP Program will have a final maturity date of September 1, 2018;

I) in the event that a new commercial paper program is established to replace the 2005 CP Program, the establishment of such new program will be accomplished through the refunding of all then outstanding Series 2005 Commercial Paper Notes with commercial paper notes ("Series 2013 Commercial Paper Notes") issued under the new program (the "2013 Commercial Paper Program"); and

J) the issuance of the Fixed Rate Refunding Bonds and the Series 2013 Commercial Paper Notes (if issued), will replace the 2005 CP Program with fixed rate debt or with other variable rate debt, respectively, and the Agency therefore cannot demonstrate interest rate savings within the meaning of that certain Global Compromise and Settlement Agreement among the Agency and the Member Cities, which has an effective date of December 17, 2009 (the "Global Settlement Agreement"), due to the future uncertainty of the rates at which the refunded commercial paper would have borne interest had it not been refunded, and/or the uncertainty of the future interest rates of the Series 2013 Commercial Paper Notes; and

WHEREAS, in accordance with Section 2(B) of Global Settlement Agreement, the Agency and the Member Cities have agreed that (i) the Agency may issue new debt to refinance existing debt, provided such refinancing does not extend the term of the debt beyond September, 1, 2018, (ii) the issuance of any debt other than debt that is part of a Transmission Financing Program (as defined in the Global Settlement Agreement) may be issued by the Agency only if such debt is approved by the governing bodies of each Member City, and (iii) any Agency debt issued to refinance generation-related debt shall be for the purpose of interest rate savings only and is pursued without the use of early or short calls; and

WHEREAS, the City Council (the "Governing Body") of the City of Garland, Texas, deems it appropriate to approve the issuance by the Agency of the Fixed Rate Refunding Bonds and the establishment of the 2013 Commercial Paper Program (including the issuance of the Series 2013 Commercial Paper Notes) or the modification of the Series 2005 CP Program, in each case to restructure the CP Program to provide \$100,000,000 of commercial paper capacity for Agency purposes and in order to accommodate a new bank liquidity agreement for the CP Program; and

WHEREAS, the Governing Body deems it appropriate to set forth certain parameters relating to the approval of the matters described above.

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

Section 1

That for all purposes of the Global Settlement Agreement, the Governing Body hereby approves the issuance of the Fixed Rate Refunding Bonds, provided that the Fixed Rate Refunding Bonds (i) shall not exceed \$180,000,000 in principal amount, (ii) shall mature on one or more dates, but not later than September 1, 2018, (iii) may be made subject to optional or mandatory redemption prior to maturity, (iv) shall bear interest at a true interest cost not to exceed 4%, (v) shall be secured by a pledge of the Agency's net revenues, which pledge shall be subordinate to the pledge securing the Agency's first lien revenue bonds, second lien commercial paper notes and junior lien (third lien) revenue bonds, and (vi) the resolution of the Agency authorizing the issuance of the Fixed Rate Refunding Bonds shall contain a covenant of the Agency to use its best efforts to implement the provisions of either Section 2 or 3 hereof.

Section 2

That if the Board determines it is in the best interest of the Agency to create the 2013 Commercial Paper Program, for all purposes of the Global Settlement Agreement, the Governing Body hereby approves the creation of the 2013 Commercial Paper Program by the Agency to refund and replace commercial paper notes issued and outstanding under the 2005 CP Program, provided that, (i) the 2013 Commercial Paper Program shall be established not later than 90 days after the date of issuance of the Fixed Rate Refunding Bonds, (ii) the principal capacity of the 2013 Commercial Paper Program shall not exceed \$100,000,000 (such capacity to be evidenced by the resolution authorizing the issuance of the Series 2013 Commercial Paper Notes and the bank liquidity facility that supports the 2013 Commercial Paper Program), (iii) no commercial paper note issued under the 2013 Commercial Paper Program shall mature after September 1, 2018, and (iv) commercial paper notes issued under the 2013 Commercial Paper Program shall be secured by a pledge of the Agency's net revenues, may be subject to redemption prior to maturity and may be entitled to the benefit of a Credit Agreement (within the meaning of Section 1371.001(1), Texas Government Code).

Section 3

That if the Board does not create the 2013 Commercial Paper Program in accordance with Section 2 of this resolution, the Governing Body hereby approves for all purposes of the Global Settlement Agreement the modification of the 2005 CP Program, which shall occur not later than 90 days after the date of issuance of the Fixed Rate Refunding Bonds, to provide that the principal capacity of the 2005 CP Program shall not exceed \$100,000,000 (such capacity to be evidenced by the resolution, as amended, authorizing the issuance of the Series 2005 Commercial Paper Notes and the bank liquidity facility that supports the 2005 CP Program). Following such modification the resolution authorizing the issuance of the Series 2005 Commercial Paper Notes shall provide that no commercial paper note issued under the 2005 Commercial Paper Program may mature after September 1, 2018.

Section 4

That in connection with the approvals provided in Sections 1 through 3, the Governing Body waives compliance with Section 2(B)(5) of the Global Settlement Agreement.

Section 5

That the definitions and recitals set forth in the preamble to this resolution are hereby incorporated in and made a part of this resolution for all purposes.

Section 6

That this resolution shall take effect from the date that the last Member City approves a resolution in substantially the same form and content hereof, and the authorizations herein shall be effective for a period of six months following the date of passage and approval of this resolution.

PASSED AND APPROVED on this the _____ day of January, 2013.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



City Council Item Summary Sheet

☐ Work Session

Date: January 8, 2013

☒ Agenda Item

Employment Agreement with City Auditor

Summary of Request/Problem

Council is requested to approve an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.

Recommendation/Action Requested and Justification

Consider approving by minute action an employment agreement with Craig J. Hametner to continue his employment in the position of City Auditor.

Submitted By:

Approved By:

William E. Dollar
City Manager



File No. 12-56/District 1

Meeting: Regular Meeting

Date: January 8, 2013

Planning Report

Turcotte Development Group

Near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to Comerica Bank site

REQUEST

Approval of 1) amendments to Planned Development (PD) 05-63 for Shopping Center Use, 2) a Concept Plan with conditions, and 3) a Detail Plan with conditions.

OWNER

Bank of Texas as Trustee of the Oliver Dewey Mayor Foundation
City of Garland (Lot 4 only)

PLAN COMMISSION RECOMMENDATION

On December 10, 2012 the Plan Commission, by a vote of six (6) to zero (0), recommended approval of 1) amendments to Planned Development (PD) 05-63 for Shopping Center Use to exclude Automobile Repair, Minor; Car Wash; Retail Sales with Gas Pumps; and Tire Dealer, No Outside Storage from the list of permitted uses, 2) a Concept Plan with conditions, and 3) a Detail Plan with conditions per staff recommendation. Additionally, Plan Commission approved variances to sections 34.18(B)(1) and 34.18(B)(2) of the SH 190 Development Standards regarding materials on exterior walls.

STAFF RECOMMENDATION

Approval of amendments to Planned Development (PD) 05-63 for Shopping Center Use regarding the permitted uses. Staff recommends excluding Automobile Repair, Minor; Car Wash; Retail Sales with Gas Pumps; and Tire Dealer, No Outside Storage as these are not compatible with the surrounding sites (Curtis Culwell Center, future library, and the Spring Creek Forest Preserve).

Approval of a Concept Plan with conditions. The proposed Concept Plan establishes the layout and accessibility of the site and facilitates future development.

Approval of a Detail Plan with conditions. The proposed Academy Sports + Outdoors retail store is in accordance with the intent and regulations of the Shopping Center (SC) District and recommendations of the Future Land Use Map of the Envision Garland Plan.

BACKGROUND

In 2006, City Council approved a change of zoning on the subject property from Planned Development (PD) District 99-09 and Planned Development (PD) District 03-50, both for Shopping Center Uses, to Planned Development (PD) District 05-63 for Shopping Center Uses. The zoning change included approval of a Concept Plan to accommodate potential development of two large and two smaller multi-tenant buildings as well as four stand-alone buildings/padsites of which two could be for Restaurant with Drive Through allowed with Specific Use Permits, and a Detail Plan for a Financial Institution. In 2006 the site encompassed by the approved Detail Plan was developed with a Comerica Bank building; however, no further Detail Plans have been approved to develop the area included in the approved Concept Plan. The applicant is proposing amendments to Planned Development (PD) 05-63 for Shopping Center Uses, a Concept Plan with conditions to outline the configuration and accessibility of Lots 2-8, and a Detail Plan with conditions to develop a 71,680 square-foot Academy Sports + Outdoors retail store on Lot 5.

SITE DATA

The area delineated by the proposed Concept Plan contains 19.367 acres with approximately 500 feet of frontage along North Garland Avenue and 750 feet of frontage along Naaman Forest Boulevard. The area encompassed by the Detail Plan is a 6.59 acre flag lot with future access from North Garland Avenue and Naaman Forest Boulevard through two common access driveways and one service driveway.

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.

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. This type of area is served by numerous roads and transit routes, providing a variety of connections to adjacent residential neighborhoods, retail centers, and employment centers. The proposed Concept Plan and Detail Plan are consistent with the recommendations of the Future Land Use Map in that they provide the guidelines and land distribution for retail, service, and office development. Additionally, the proposed Concept Plan and Detail Plan will continue the expansion of community centers from the intersection of North Garland Avenue and Naaman Forest Boulevard to SH 190 Turnpike as it is reflected on the Future Land Use Map.

CONSIDERATIONS

Concept Plan and Allowed Uses:

1. The proposed Concept Plan consists of 7 lots. Lot 4, which is owned by the City of Garland, is the site of a future public library; Lot 5 will be developed with Academy Sports + Outdoors retail building; Lot 8 will be developed with a detention pond that is to be built during the same development phase as the Academy Sports + Outdoors building and will serve as the drainage system for the entire development; and Lots 2, 3, 6, and 7 are reflected as undeveloped until future development is approved. Lots 4, 2, and 3 have frontage along North Garland Avenue; Lots 6 and 7 have frontage along Naaman Forest Boulevard; Lot 5, being a flag lot, only has frontage along the width of the driveway on Naaman Forest Boulevard; and Lot 8 is land-locked and accessed from Lot 5 by an access easement. The entire area captured by the Concept Plan will be accessed from North Garland Avenue and Naaman Forest Boulevard through 2 common access driveways. Lots 5 and 7 will share an additional common access driveway for service vehicles.
2. The subject site is geographically significant in that it will contain the future public library; it is adjacent to the entrance to the Curtis Culwell Center from the west; and it is located adjacent to the Spring Creek Forest Preserve. Therefore, Staff recommends the removal of Motor Vehicle and Related Uses from the list of permitted uses (see attached copy of the complete list of allowable uses under the Shopping Center District in the 190 Overlay), specifically the following uses:

- Automobile Repair, Minor
- Car Wash
- Retail Sales with Gas Pumps
- Tire Dealer, No Outside Storage

During the December 10, 2012 Plan Commission meeting, the applicant agreed to the above recommendation.

Detail Plan:

3. The proposed Detail Plan encompasses Lot 5 and serves as a component of the regulating guidelines to develop a 71,680 square-foot Academy Sports + Outdoors retail store.
4. The proposed Detail Plan is in compliance with the setbacks, lot coverage, and height requirements of the Comprehensive Zoning Ordinance No. 4647.
5. Section 10-200 of Comprehensive Zoning Ordinance No. 4647 stipulates that the minimum parking requirement for Retail Sales/Personal Service is 1 parking space for every 200 square feet of gross floor area; therefore, the minimum parking requirement for a 71,680 square-foot retail building is 359 parking spaces. The proposed Detail Plan provides 360 parking spaces.
6. The proposed Screening and Landscaping Plan is in compliance with the SH 190 Development Standards.
7. The applicant is proposing to install 2 freestanding signs (1 on Lot 2 and 1 on Lot 6) and 5 monument signs that will be in full compliance with the SH 190 Development Standards and as approved on the existing Concept Plan under Planned Development (PD) 05-63. The monument signs will not be constructed until the remaining lots reflected on the Concept Plan are developed. The proposed attached signage is in compliance with the SH 190 Development Standards.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

Property to the north is zoned Planned Development (PD) District 02-20 for Freeway Uses and is developed with a Sonic fast-food restaurant. The properties further north located across Naaman Forest Boulevard are zoned Planned Development (PD) District 01-16 and Planned Development (PD) District 08-09 for Freeway Uses and are developed with a Sam's Club and a Wal-Mart Super Center. The properties diagonal from the subject site across North Garland Avenue are zoned Planned Development (PD) District 03-65, Planned Development (PD) District 03-66, and Planned Development (PD) District 04-42 for General Business Uses; these properties are developed with a

bank, a restaurant and retail. The property further north is zoned Planned Development (PD) District 03-24 for General Business Uses and it is developed with a fitness club. The property to the east is zoned Agriculture (AG) District and is developed with the GISD Curtis Culwell Center. The property to the south is zoned Planned Development (PD) District 85-39 for Agriculture (AG) Uses and is identified as the Spring Creek Forest Preserve. The property to the west across North Garland Avenue is zoned Multi-Family (MF) District and is developed with an apartment complex.

The proposed Concept Plan will facilitate the type of development that is compatible with the already established commercial development that characterizes the surrounding area. The Academy Sports + Outdoors retail building reflected on the Detail Plan is consistent with the adjacent commercial development; it will add to the mix of retail and personal service and will strengthen the commercial activity in this area.

Prepared By:

Josue De La Vega
Development Planner

Date: December 21, 2012

Reviewed By:

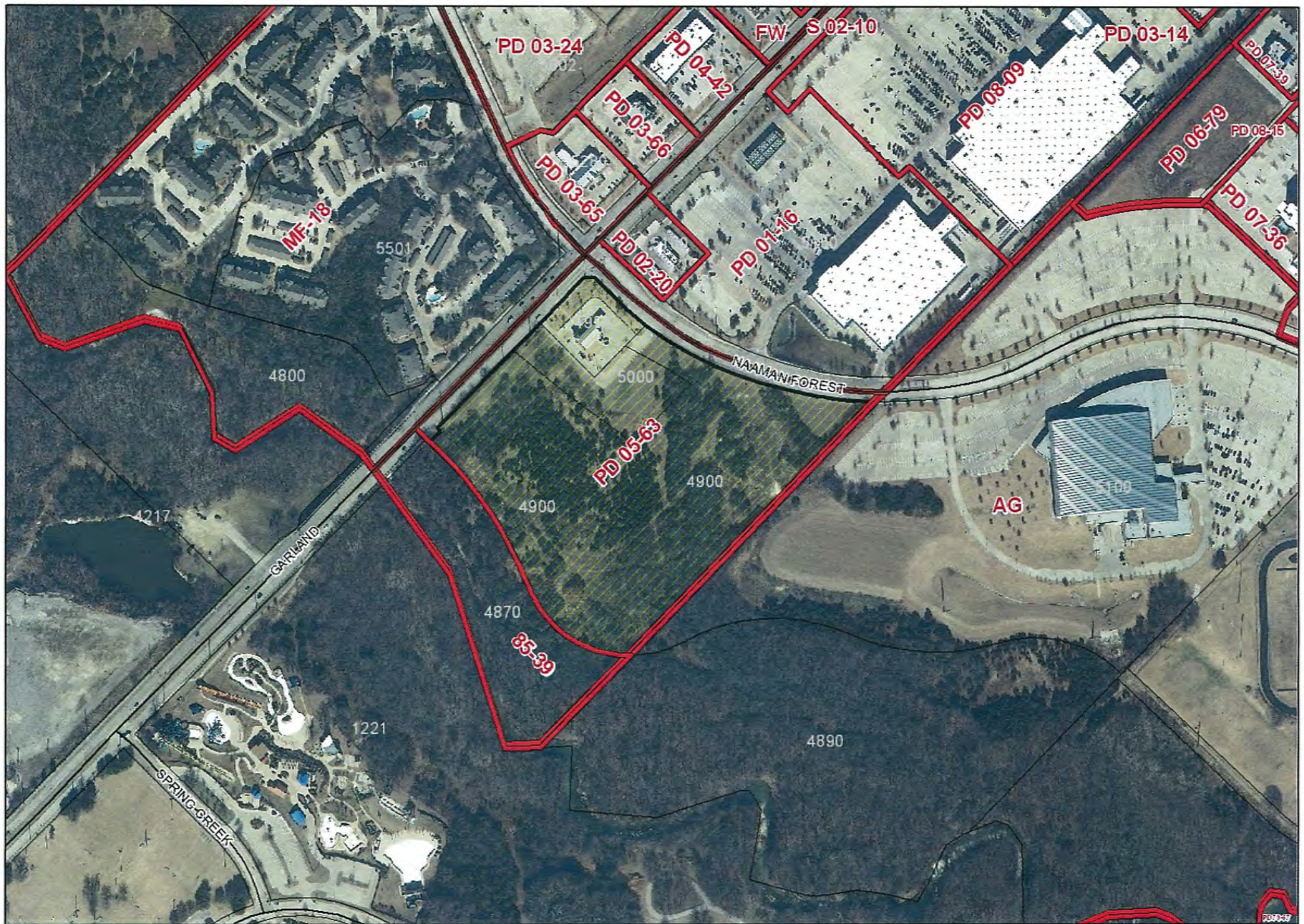
Neil Montgomery
Director of Planning

Date: December 26, 2012

Approved By:

William E. Dollar
City Manager


Date: January 2, 2013



0 200 400 Feet

ZONING

Z 12-56

 INDICATES AREA OF REQUEST

SC (Shopping Center) District

Antenna, Commercial Type 1
Antenna, Commercial Type 2*
Antenna, Private
Athletic Club/Instruction, Indoor Facilities*
Athletic Club/Instruction, Outdoor Facilities*
Automobile Repair, Minor*
Batching Plant, Temporary
Car Wash* (attended only)
Church
College or University
Commercial Amusement, Indoor
Convenience Store* (5-17-05, Ord. 5899)
Convention Facility
Custodial Quarters*
Drug Store/Pharmacy
Dry Cleaner
Electric Substation*
Financial Institution
Furniture and Appliance Sales
Grocery/Supermarket
Home Improvement Center
Kindergarten, Preschool or Child Care Center*
Laundromat
Library
Massage Therapy/Physical Therapy
Medical and Surgical Appliances
Medical Laboratory
Medical Office/Clinic
Movie Theater/Theater*
Museum or Art Gallery
Office Equipment Sales, Repair and Maintenance*
Office, General
Optical Dispensary
Pet Sales and Grooming
Printer, Small Scale
Repair and Service Shop
Restaurant (10-19-04, Ord. 5856)
Restaurant, Drive-Through* (10-19-04, Ord. 5856)
Retail Sales with Gas Pumps* (5-1-01, Ord. 5560)
Retail Sales/Personal Service
School, Public and Private
Tire Dealer, No Outside Storage*
Water Reservoir or Well, Public*

* Denotes use is allowed by Specific Use Permit only

** Allowed as secondary use only

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE: 12-56

Near the southern corner of Naaman Forest Boulevard and North Garland Avenue

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit Shopping Center Uses subject to approval of a Detail Plan with 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 Shopping Center (SC) District set forth in Sections 24, 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. Detail Plan approval is required through the public hearing process for any future development on any of the sites encompassed by the Concept Plan.
- V. **Specific Regulations:**
 - A. Permitted Uses: All uses of the Shopping Center (SC) District within the State Highway 190 Overlay District with the exception of the following uses which are prohibited within the area encompassed by the Concept Plan:

Automobile Repair, Minor
Car Wash
Retail Sales with Gas Pumps
Tire Dealer, No Outside Storage
 - B. State Highway 190 Development Standards: Future Development shall be subject to the State Highway 190 Development Standards.
 - C. Signage: A maximum of 2 freestanding signs and 5 monument signs are permitted onsite in accordance with the specifications set forth in the State Highway 190 Development Standards. The maximum height of the 2 freestanding signs shall not exceed 22 feet. The sign area of each freestanding sign shall not exceed 150 square feet, setback a minimum of 25 feet from the property line. The support structure for the freestanding signs shall be constructed of, or encased with, brick or other masonry matching the building elevations within this Planned Development. Configuration of final sign name blades for the

freestanding signs may be revised from the included elevations as long as the total sign face area does not exceed 150 square feet. Final height of the freestanding signs may be revised from the included elevations as long as the height does not exceed 22 feet.

- D. Pad Sites: A maximum of six pad sites, including the Academy Sports + Outdoors and library site, are allowed on the 19.36-acre site.

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 not exceed 420 square feet (or as calculated in accordance with the State Highway 190 Development Standards), unless approved otherwise in excess of the State Highway 190 Development Standards by the City of Garland through a variance process. Attached signage shall be in general conformance with the signage plans labeled as Exhibit F and G.
- D. Freestanding Signage: Freestanding signage is allowed on the 2 offsite freestanding sign structures detailed in Section V(C) above.



LOT NO.	LOT AREA	BUILDING AREA	LOT COVERAGE	MAIL BUILDING HEIGHT	TOTAL PARKING REQUIRED	TOTAL PARKING PROVIDED	PARKING REQUIREMENT
LOT 2	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 3	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 4	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 5	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 6	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 7	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 8	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 9	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 10	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 11	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 12	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 13	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 14	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 15	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 16	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 17	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 18	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 19	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 20	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 21	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 22	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 23	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 24	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 25	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 26	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 27	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 28	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 29	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 30	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 31	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 32	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 33	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 34	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 35	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 36	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 37	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 38	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 39	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 40	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 41	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 42	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 43	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 44	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 45	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 46	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 47	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 48	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 49	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 50	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 51	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 52	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 53	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 54	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 55	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 56	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 57	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 58	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 59	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 60	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 61	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 62	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 63	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 64	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 65	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
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LOT 67	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
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LOT 78	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 79	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 80	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 81	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 82	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 83	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 84	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 85	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 86	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
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LOT 90	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 91	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 92	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 93	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 94	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 95	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 96	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 97	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 98	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 99	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA
LOT 100	26,872	2,881	2,500	72	1,500	38	APPROX. 1 SPACE PER 50 SQ FT SEATING AREA

BENCHMARKS

#	NORTHING	EASTING	ELEVATION	DESCRIPTION
115	7038747.64	2537025.15	543.36	CITY OF GARLAND GEODETIC CONTROL POINT
100	7038276.05	2537088.03	539.33	FOUND PK NAIL

NOTE:
THE CITY MONUMENT IS ON A GRID COORDINATE SYSTEM. BENCHMARK COORDINATE SYSTEM IS ON A SURFACE COORDINATE SYSTEM. THE DIFFERENCE BETWEEN THE TWO IS THE APPLICATION OF A SURFACE ADJUSTMENT SCALE FACTOR OF 1.0000480.

SPRING CREEK FOREST PRESERVE
COUNTY OF DALLAS
VOL. 88177, PG. 1885, S.D.C.G.T.

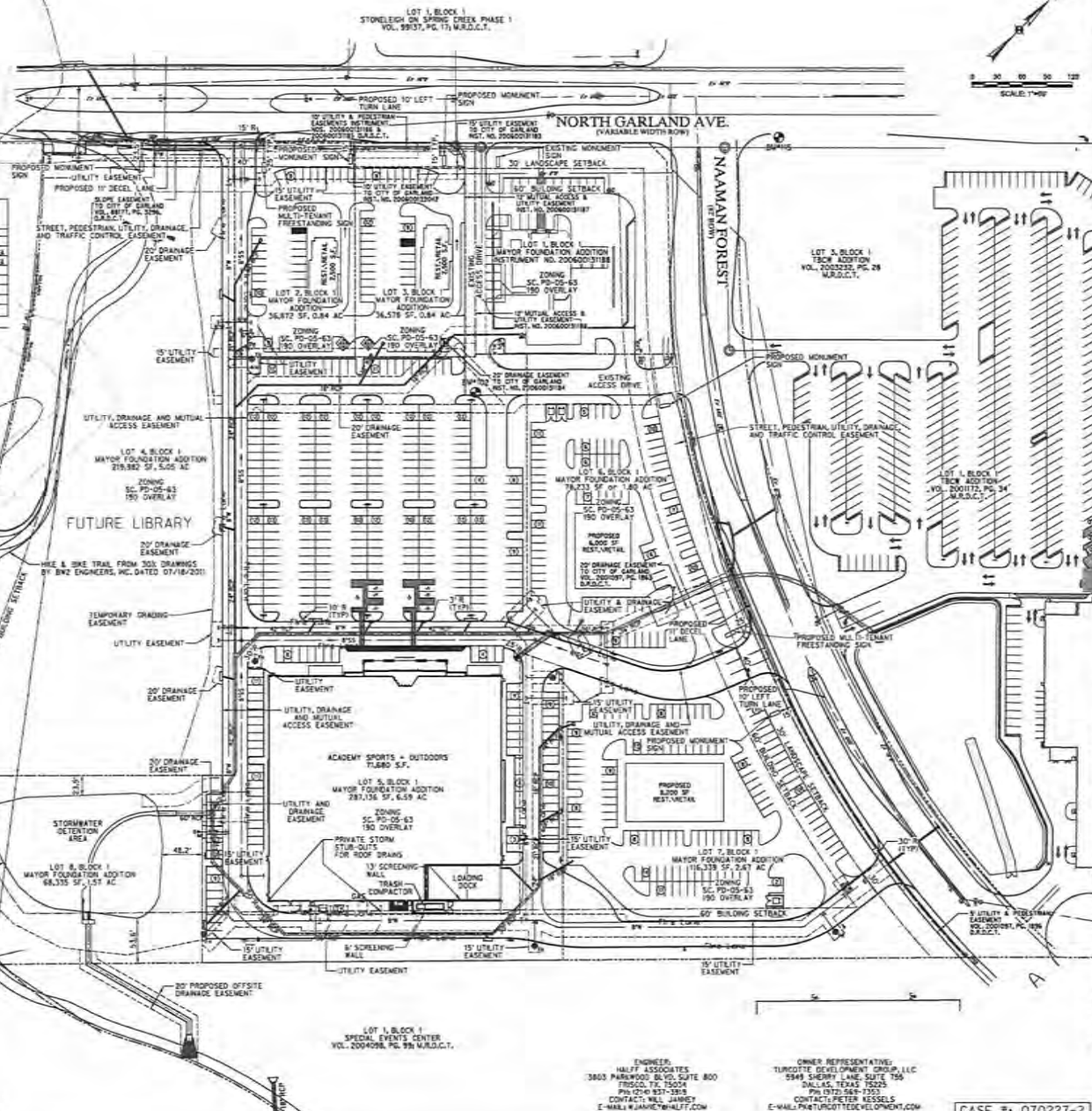
100 YR FLOOD PLAIN
2003 FEMA FIRM
(NAD83)

SPRING CREEK FOREST PRESERVE
COUNTY OF DALLAS
VOL. 88202, PG. 087, S.D.C.G.T.

LEGEND

- FIRE HYDRANT
- FIRE DEPT. CONNECTION
- WATER METER
- TRAFFIC SIGNAL BOX
- EXISTING SIGN
- IRRIGATION CONTROL VALVE
- EXISTING LIGHT POLE
- WATER VALVE
- SANITARY SEWER CLEANOUT
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- HANDICAP SPACE
- NUMBER OF PARKING SPACES
- BOLLARD
- FOUND GATE POST

- PH
- FOC
- WM
- TSB
- ES
- ICV
- ELP
- WV
- SSCO
- SDM
- SSM
- HS
- NS
- BOLL
- GP



ACADEMY SPORTS + OUTDOORS
NORTH GARLAND / NAAMAN FOREST
GARLAND, TEXAS
MAYOR FOUNDATION ADDITION
LOT 5, BLOCK 1



PRELIMINARY

FOR INTERIM REVIEW ONLY
THIS DOCUMENT IS FOR REVIEW AND COMMENT ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS.

Project No. 20063

Revised: 12/18/2012

Drawn By: CAD

Checked By: NPL

Scale: AS NOTED

Sheet Title

CONCEPT PLAN

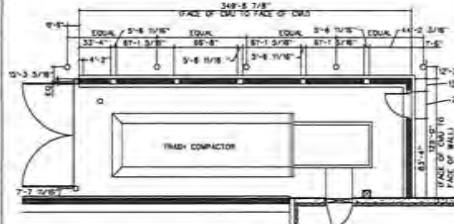
C1.01

Sheet Number

CASE #: 070227-2

ENGINEER:
HALFF ASSOCIATES
3800 PARKWOOD BLVD, SUITE 800
FRODO, TX 75004
PH: (972) 837-3300
CONTACT: NALL JAMIE
E-MAIL: N.JAMIE@HALFF.COM

OWNER REPRESENTATIVE:
TURGOTTE DEVELOPMENT GROUP, LLC
3949 SHERIFF LANE, SUITE 700
DALLAS, TEXAS 75225
PH: (214) 568-7555
CONTACT: PETER KESSELS
E-MAIL: PK@TURGOTTEDEVELOPMENT.COM

TRASH COMPACTOR DETAIL
(N.T.S.)

BENCHMARK	NORTHING	EASTING	ELEVATION	DESCRIPTION
105	7038747.84	2537025.35	543.36	CITY OF GARLAND GEODETIC CONTROL POINT
102	7038274.05	2537088.03	539.33	FOUND P.N. NAIL

NOTE: THE CITY MONUMENT IS ON A GRID COORDINATE SYSTEM. BENCHMARK COORDINATE SYSTEM IS ON A SURFACE COORDINATE SYSTEM. THE DIFFERENCE BETWEEN THE TWO IS THE APPLICATION OF A SURFACE ADJUSTMENT SCALE FACTOR OF 1.00014810.

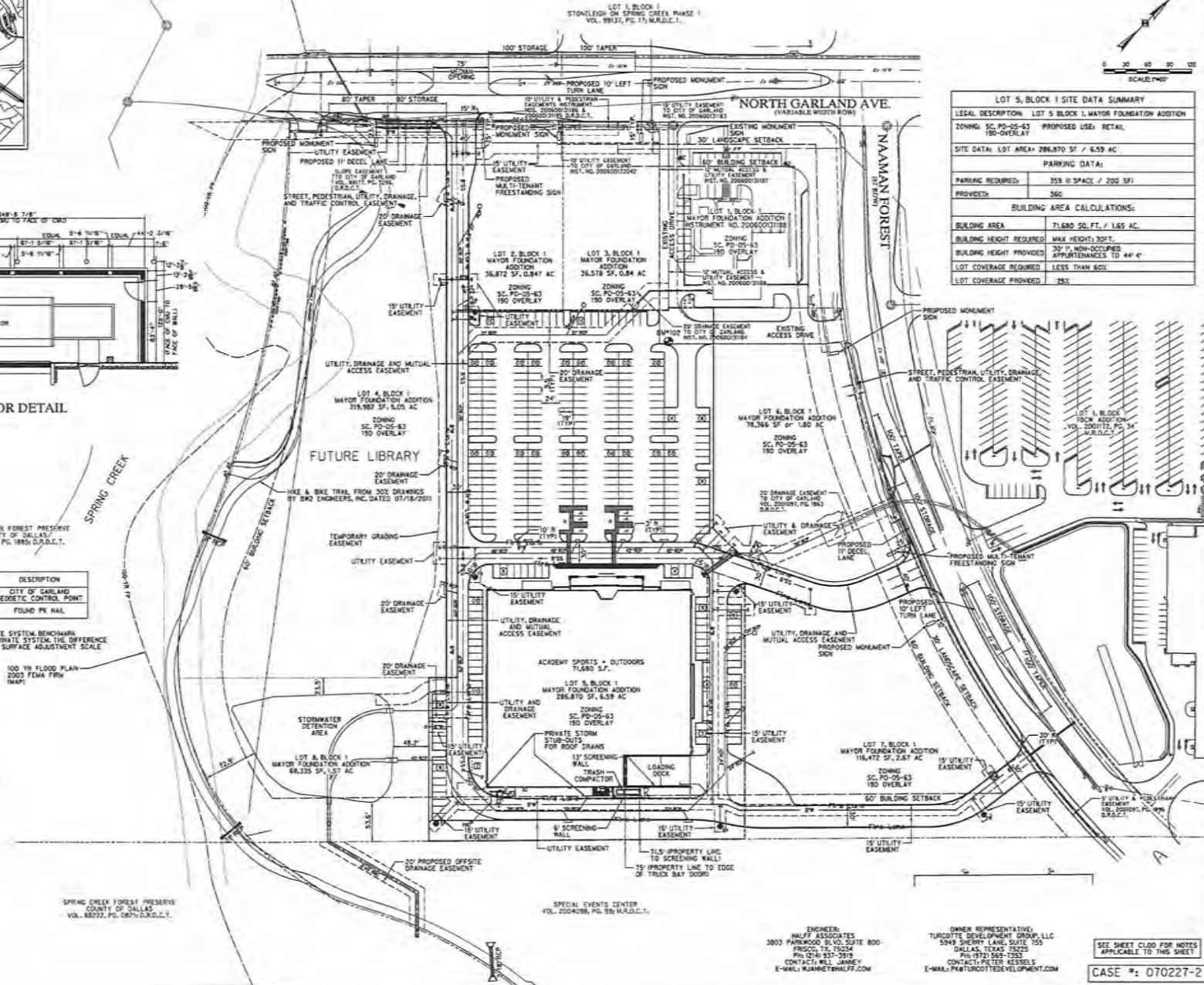
100 YR FLOOD PLAIN
2003 FEMA FIRM
IMAP

LEGEND

- FIRE HYDRANT
- FIRE DEPT. CONNECTION
- WATER METER
- TRAFFIC SIGNAL BOX
- EXISTING SIGN
- IRRIGATION CONTROL VALVE
- EXISTING LIGHT POLE
- WATER VALVE
- SANITARY SEWER CLEARDIRT
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- HANDICAP SPACE
- NUMBER OF PARKING SPACES
- BOLLARD
- FOUND GATE POST

- FW
- FD/C
- WM
- TSB
- ES
- ICV
- ELP
- WV
- SSCD
- SDM
- SSM
- HS
- NPS
- B
- GP

SPRING CREEK FOREST PRESERVE
COUNTY OF DALLAS
VOL. 88722, PG. 0871 S.D.C. 2, 1



LOT 5, BLOCK 1 SITE DATA SUMMARY	
LEGAL DESCRIPTION: LOT 5, BLOCK 1, MAYOR FOUNDATION ADDITION	
ZONING: SC PD-05-63 150-OVERLAY	PROPOSED USE: RETAIL
SITE DATA: LOT AREA= 286,870 SF / 6.59 AC	
PARKING DATA:	
PARKING REQUIRED: 359 @ SPACE / 200 SFI	
PROVIDED: 360	
BUILDING AREA CALCULATIONS:	
BUILDING AREA: 71,650 SF / 1.65 AC	
BUILDING HEIGHT REQUIRED: MAX HEIGHT 30 FT.	
BUILDING HEIGHT PROVIDED: 30 FT. NON-OCCUPIED APERTURES TO 44' 6"	
LOT COVERAGE REQUIRED: LESS THAN 60%	
LOT COVERAGE PROVIDED: 35%	

ACADEMY SPORTS + OUTDOORS
NORTH GARLAND / NAAMAN FOREST
GARLAND, TEXAS
MAYOR FOUNDATION ADDITION
LOT 5, BLOCK 1



PRELIMINARY

FOR INTERIM REVIEW ONLY

EXISTING DOCUMENTS AND FIELD SURVEY DATA HAVE BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE PRELIMINARY DESIGN. ANY CHANGES TO THE DESIGN SHALL BE THE RESPONSIBILITY OF THE CLIENT. THE DESIGN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER.

DATE: 12/07/2012
DRAWN BY: CAD
CHECKED BY: WRJ
SCALE: AS NOTED

Project No.: 20083
Issued: 12/07/2012
Drawn By: CAD
Checked By: WRJ
Scale: AS NOTED
Sheet Title: DETAIL PLAN
Sheet Number: C1.02

ENGINEER:
HALFF ASSOCIATES
3803 PARKWOOD BLVD, SUITE 800
FIRSCOTT, TX 75044
PH: (214) 537-3000
CONTACT: KELL JANNEY
E-MAIL: KJANNEY@HALFF.COM

OWNER REPRESENTATIVE:
TUDOR CITY DEVELOPMENT GROUP, LLC
5949 SHERRY LANE, SUITE 155
DALLAS, TEXAS 75225
PH: (214) 565-1234
CONTACT: KELL JANNEY
E-MAIL: KJANNEY@TUDORCITYDEVELOPMENT.COM

SEE SHEET C1.02 FOR NOTES
APPLICABLE TO THIS SHEET

CASE #: 070227-2

B LANDSCAPE ORDINANCE - GARLAND, TX

1. ZONING RETAIL			
2. INTERIOR LANDSCAPE			
6 SQUARE FEET REQUIRED PER PARKING SPACE	363	* IS 5,450 SQUARE FEET REQUIRED 5,045 SQUARE FEET PROVIDED	
3. LANDSCAPE AREA	25,610 / 268,870	18 PERCENT OPEN SPACE PROVIDED	
245,870 SITE SQUARE FEET			
4. PARKING LOT TREES	363	/10	
1 PER 10 PARKING SPACES			
		36 TREES REQUIRED 47 TREES PROVIDED	
		16 CEDAR ELM - 3" CALIPER MINIMUM	
		17 BALD CYPRESS - 3" CALIPER MINIMUM	
		14 LIVE OAK - 3" CALIPER MINIMUM	

D PREPARATION GENERAL NOTES

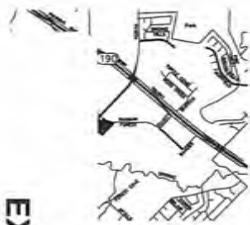
1. PLAN PREPARED BY:
MICHAEL S. KENDALL
KENDALL + LANDSCAPE ARCHITECTURE
850 NORTH CENTRAL EXPRESSWAY
SUITE 701
DALLAS, TEXAS 75206
PHONE: (214) 799-3224
FAX: (214) 373-4802
E-MAIL: MK@KENDALL7.COM
TEXAS LANDSCAPE ARCHITECT LICENSE NO. 107
2. APPLICANT:
SLE-GARLAND, LP
3020 ROGERDALE, SUITE 150
HOUSTON, TEXAS 77042
CONTACT: PIETER KESSELS
972-549-7353
3. ALL AREAS SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE.
4. ALL REQUIRED TREES FROM THE CITY APPROVED LISTING.

E OWNER'S REPRESENTATIVE

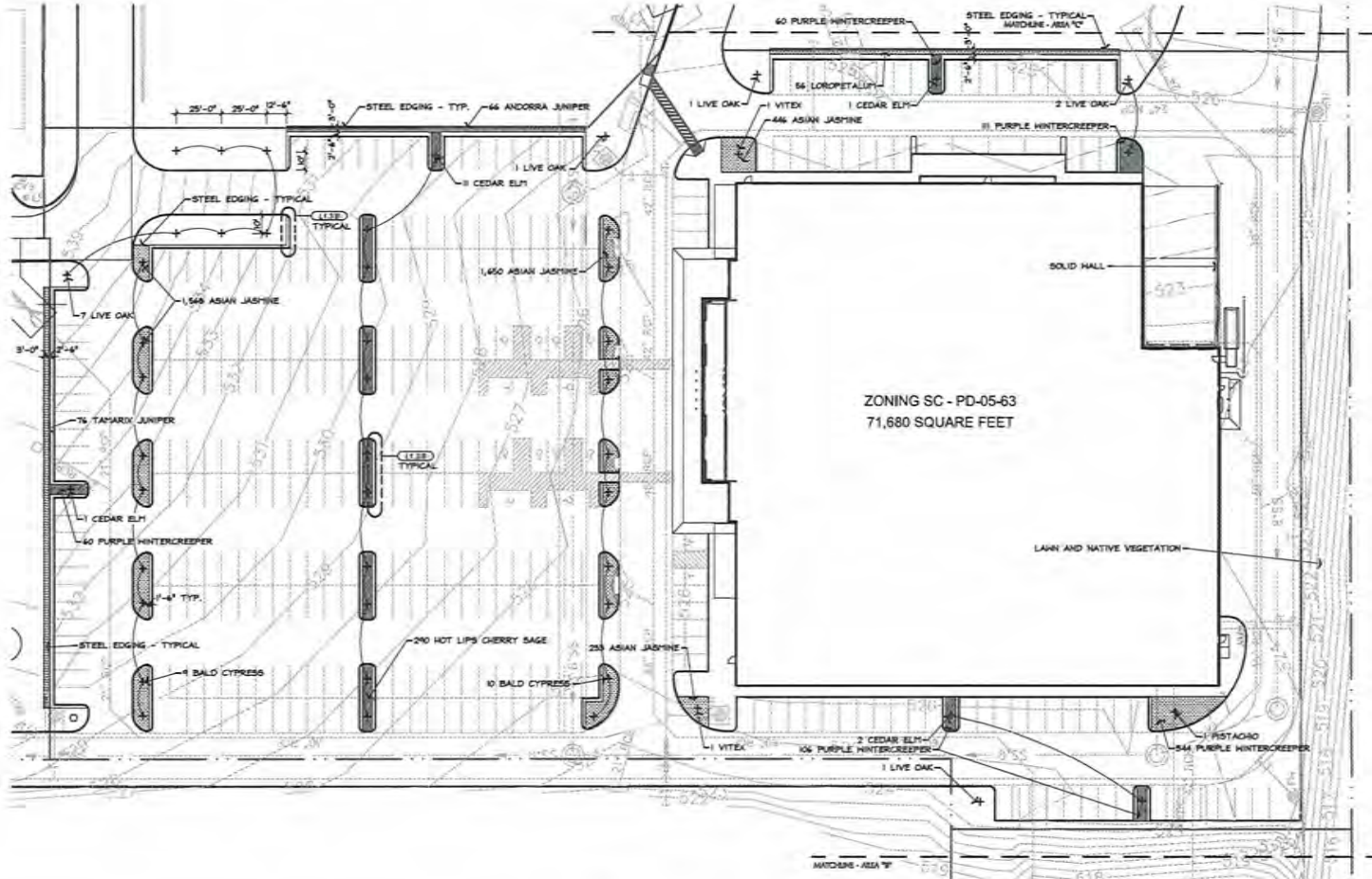
PIETER KESSELS
TURCOTTE DEVELOPMENT COMPANY
5401 SHERRY LANE
SUITE 700
DALLAS, TEXAS 75225
PHONE: (972) 549-7353
E-MAIL: PK@TURCOTTEDEVELOPMENT.COM



C LOCATION MAP



LEGEND



A LANDSCAPE PLAN - AREA A

1" = 30'

0 15 30 60



CITY CASE NUMBER 110927-1

ACADEMY SPORTS + OUTDOORS GARLAND, TEXAS



12.05.12

Revised:
CITY COMMENTS - 11.30.12
CITY COMMENTS - 12.05.12

Issue Date:
14 NOVEMBER 2012

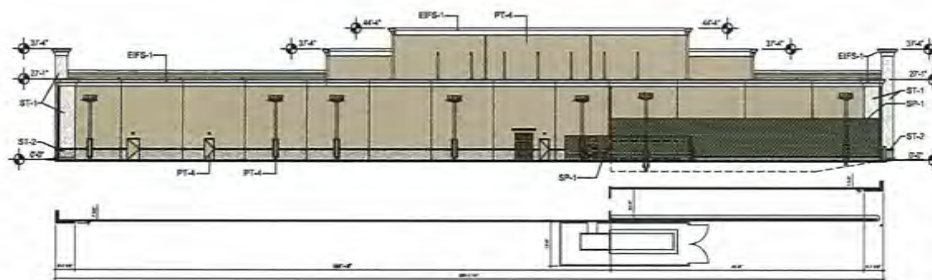
Sheet Name:
LANDSCAPE PLAN
AREA "A"

Sheet Number:

L1.1

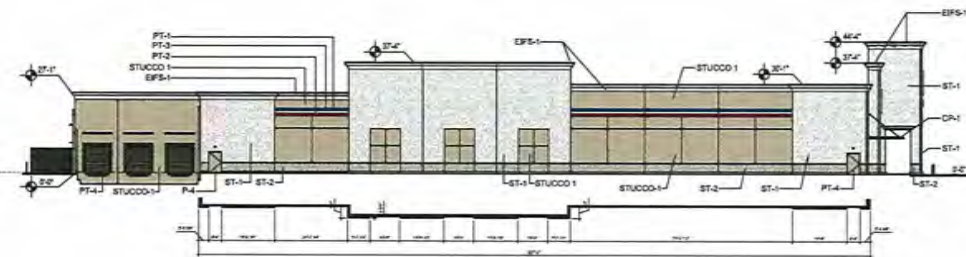
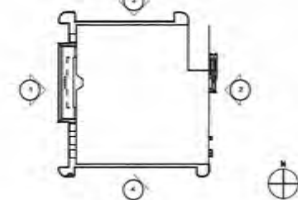


SURFACE AREA - 10,170 SQFT
 STONE 1 - 5,051 SQFT - (50%)
 STONE 2 - 752 SQFT - (8%)
 STUCCO - 2777 SQFT - (27%)
 EIFS - 791 SQFT - (8%)
 GLASS - 460 SQFT - (4%)
1 - FRONT / WEST ELEVATION



SURFACE AREA - 7,720 SQFT
 STONE 1 - 376 SQFT - (4.9%)
 STONE 2 - 585 SQFT - (7.6%)
 SPLIT FACE - 1,242 SQFT - (16%)
 STUCCO - 4,730 SQFT - (61%)
 EIFS - 674 SQFT - (9%)
2 - EAST ELEVATION

KEY PLAN



SURFACE AREA - 8,901 SQFT
 STONE 1 - 3,714 SQFT - (42%)
 STONE 2 - 693 SQFT - (8%)
 STUCCO - 2,937 SQFT - (33%)
 EIFS - 717 SQFT - (8%)
3 - NORTH ELEVATION

ACADEMY'S STANDARD COLORS

PAINT SELECTIONS

PT-1 SW CM ACADEMY BLUE
 PT-2 SW2911 POMPEII RED
 PT-3 SW7005 PURE WHITE
 PT-4 SW CM SANDLEWOOD

GLAZING SYSTEMS

ST-1 ALUMINUM AND GLASS SYSTEM - CLEAR ANODIZED

CORNICE & TRIM

EIFS-1 ALABASTER

CANOPY

CR-1 ALUMINUM CANOPY -

MASONRY

ST-1 WHITE LIMESTONE FIELD
 ST-2 DARK LIMESTONE WATER TABLE
 SP-1 SPLIT FACE MASONRY BLOCK
 LIMESTONE COLOR

WALLS

STUCCO-1 STUCCO FINISH COAT - SANDLEWOOD
 STUCCO-2 STUCCO FINISH COAT - WHITE



SURFACE AREA - 8,738 SQFT
 STONE 1 - 3,635 SQFT - (42%)
 STONE 2 - 623 SQFT - (7%)
 STUCCO - 3,309 SQFT - (38%)
 EIFS - 717 SQFT - (8%)
4 - SOUTH ELEVATION

Academy
 SPORTS+OUTDOORS

PROPOSED FACADE PLAN

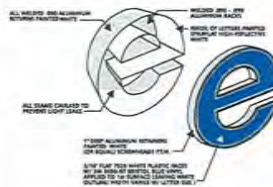
SCALE - 3/32" = 1'-0"

12/5/12

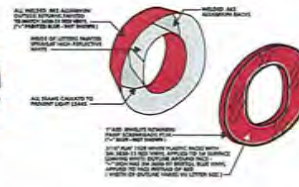
GARLAND, DALLAS COUNTY

ARCHITECT

LEVINSON ALCOBER ASSOCIATES, L.P.
 1177 WEST LOOP SOUTH, SUITE 900
 HOUSTON, TX 77027-9008
 ATTN: CARL E. PENLAND, AIA



B1 ACADEMY: SAMPLE LETTER
SCALE: N.T.S.



B2 SPORTS+OUTDOORS: SAMPLE LETTER
SCALE: N.T.S.

B1 B2 CHANNEL LETTERS: SPEC VIEW
SCALE: 1/8" = 1'

"Academy"

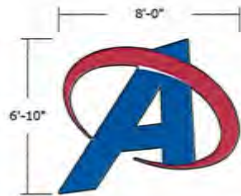
- Fabricate and install one (1) set internally illuminated Channel Letters;
- Faces to be pan-formed 7328 white acrylic, overlaid with 3M 3630-97 Bristol Blue translucent vinyl with white outline
- Letters to have 5" sidewalls painted white with 1" white retainer- 5/8" Retainer Face & 5/8" Show-Thru Outline
- Penetrations to be in middle of letters, above roof-line

"Sports" / "Outdoors" & "+"

- Fabricate and install one (1) set internally illuminated Channel Letters;
- Faces to be 7328 White acrylic, overlaid with 3M 3630-33 Red translucent vinyl with white outline.
- "SPORTS" / "OUTDOORS" to have 5" .063 Aluminum Sidewalls painted red, 1" red jewelle trimcap and 5/8" Show-Thru Outline
- "+" to have 5" .063 Aluminum Sidewalls painted blue, 1" blue jewelle trimcap and 5/8" Show-Thru Outline
- Letters to be LED Illuminated, Transformers Self-Contained; 277 Volts
- Penetrations to be at tops of letters, above roof-line

"Logos"

- Fabricate and install two (2) internally illuminated logos;
- Faces to be 7328 White acrylic, overlaid with 3M 3630-33 Red & 3M 3630-97 Bristol Blue translucent vinyl with white outline.
- Letters to have 5" .063 Aluminum Sidewalls painted white and 1" white retainer- 5/8" Retainer Face & 5/8" Show-Thru Outline
- Penetrations to be in middle of letters, below roof-line
- Letters to be Individually LED Illuminated with GE Tetra Max White LED's

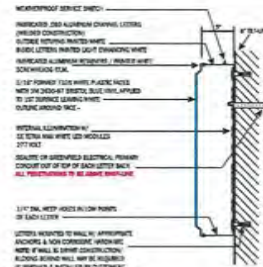


B3 LOGO: SPEC VIEW
SCALE: 3/16" = 1'

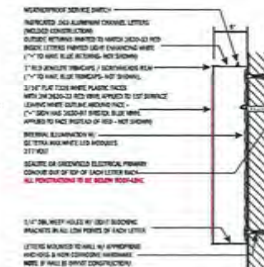
TOTAL SQ FT. 54.64

This Sign Is Intended To Be Installed In Accordance With The Requirements Of Article 600 If The National Electrical Code And/or Other Applicable Local Codes. This Includes Proper Grounding And Bonding Of Sign.

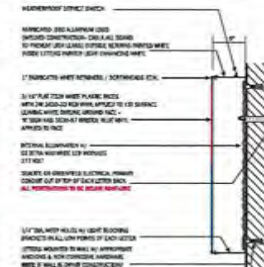
277v



B1 ACADEMY: SECTION
SCALE: N.T.S.



B2 SPORTS+OUTDOORS: SECTION
SCALE: N.T.S.



B3 LOGO: SECTION
SCALE: N.T.S.



B1 B2 CHANNEL LETTERS: ELEVATION
SCALE: 3/16" = 1'

TOTAL SQFT: 299.2

ACADEMY SPORTS
Garland, TX

Start Date: 11/29/12
Last Revision: 00/00/00
Job#: 92.4765
Drawing #: 92.4765v2s1

Design Rep.
Michael Phillips
Sales Rep.
Jim Beckett

Client Approval

Landlord Approval

UL-INSTALLATION REQUIREMENTS:

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

MEMBER

UL LISTED

Z 12-56

Concept Plan and Detail Plan for Shopping Center Uses on property located near the southern corner of Naaman Forest Boulevard and North Garland Avenue.



Looking west to apartment complex from subject site.



Looking east to subject site from Comerica Bank site.



Looking west to North Garland Ave. and Naaman Forest Blvd. intersection from subject site.



Looking east to Curtis Culwell Center from subject site.

REPORT & MINUTES

P.C. Meeting, December 10, 2012 (6 Members Present)

Consideration of the application of Turcotte Development Group, requesting approval of 1) amendments to Planned Development (PD) 05-63 for Shopping Center Use, 2) a Concept Plan with conditions, 3) a Detail Plan with conditions, and 4) variances to sections 34.18(B)(1) and 34.18(B)(2) of the SH 190 Development Standards regarding materials on exterior walls. The property is located near the southern corner of Naaman Forest Boulevard and North Garland Avenue, south of and adjacent to Mayor Foundation Addition. (File 12-56)

Representing the applicant and available for questions was Pieter Kessels, 5949 Sherry Lane, Suite 755, Dallas 75225.

The only question was in regards to the staff's recommendation to exclude 4 Motor Vehicle and Related Uses from the list of permitted uses for the Shopping Center District in the 190 Overlay.

Motion was made by Commissioner Dalton, seconded by Commissioner O'Hara to **approve** all of the requests except to exclude the 4 Motor Vehicle and Related Uses from the permitted uses for Shopping Center District in the 190 Overlay as recommended by staff. **Motion carried: 6 Ayes, 0 Nays.**



ZONING

Z 12-56

There were no replies to this notification letter.